CONFORMED CONTRACT

Updated to include changes through Modification 1148

(Red text denotes revisions)

Effective February10, 2026

U. S. Department of Energy
Savannah River Operations Office
Management & Operating (M&O) Contract
DE-AC09-08SR22470
with
Savannah River Nuclear Solutions, LLC (SRNS)

PART I - THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

SECTION **Page**

B-1 SERVICES BEING ACQUIRED 1

B-1.1 Contract Line Item (CLIN) 0001, Management and Operations (M&O) Reimbursable Work 1
B-1.2 Contract Line Item (CLIN) 0007, Capital Construction Projects for the DOE-SR and National Nuclear Security Administration (NNSA) 1

B-2 TRANSITION COST, ESTIMATED COST, FIXED FEE, AND MAXIMUM AVAILABLE FEE 2

B-2.1 Transition Activities 2
B-2.2 Fixed Fee 3
B-2.3 Total Available Fee 3
B-2.4 Fee Structure for CLIN 0007, Capital Construction Projects for the Department of Energy Savannah River Operations Office (DOE-SR) and National Nuclear Security Administration (NNSA) 6
B-2.5 Fee Adjustment for Descope of H Canyon Complex and L Area Management 7

B-3 AVAILABILITY OF APPROPRIATED FUNDS 7

B-4 OBLIGATION OF FUNDS 7

B-5 SUPPLEMENTAL FEE PAYMENT PROVISIONS 10

B-6 KEY PERSONNEL REPLACEMENT 10

B-7 SINGLE FEE 10

B-8 ALLOWABILITY OF SUBCONTRACTOR FEE (Amendment 002) 11

B-9 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (JAN 2004) ALTERNATE II [JAN 2004] [DEVIATION] 11

B-10.CAPITAL CONSTRUCTION PROJECTS FEE PLAN 18

B-11 MISSION CRITICAL POSITIONS FOR CLIN 0007 18

PART I - THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SERVICES BEING ACQUIRED (Mod 898)

B-1.1 Contract Line Item Number (CLIN) 0001, Management and Operations (M&O) Reimbursable Work

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and effective manner all necessary and related services to manage and operate the Savannah River Site (SRS) owned by the U.S. Department of Energy (DOE) located near Aiken, South Carolina, as described in Section C, Statement of Work (SOW), or as may be directed by the Contracting Officer (CO) within the scope of this Contract.

B-1.2 Contract Line Item Number (CLIN) 0007, Capital Construction Projects for the DOE-SR and National Nuclear Security Administration (NNSA)

The Contractor shall, in accordance with the terms and conditions of this Contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and/or performance of Capital Construction Projects for DOE-SR or NNSA as defined in Clause H-71 of this contract, and any other construction projects the parties mutually agree will be performed under this CLIN 0007. Each CLIN 0007 Capital Construction Project shall be identified hereunder as a Sub-CLIN and incorporated into CLIN 0007 via contract modification. The cost and fee associated with each Sub-CLIN established under CLIN 0007 shall form a separate and distinct fee pool from CLIN 0001, and shall be accounted for and reported separately from CLIN 0001. With respect to calculating the plus or minus 10% changes to the fee base as described in subparagraph B-2.3(b) of this contract, the estimated costs of CLINs 0001 and 0007 shall be summed. (Start of Mod 1067) Contract Clause I.61 clause entitled “DEAR 970.5211-1, Work Authorization” (WA) shall be the manner in which NNSA Capital Construction Project work is authorized for each Sub-CLIN identified below. The work authorization will include specific work requirements in accordance with applicable DOE Orders and the Design Code of Record as defined in DOE Order 413.3B. The Design Code of Record for the individual Sub-CLINs will be contained in a future modification. (Mod 1067)

B-1.2(a) Sub-CLIN 0007AA Project Title: Savannah River Plutonium Processing Facility (SRPPF) (Mod 1067)

Description of Work: The Contractor shall, in accordance with the terms and conditions of this Contract, provide all personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incidental to, the efficient, effective, and safe management and/or performance of SRPPF. This shall include program management, design authority, nuclear safety, security analysis and authorities, project commissioning, planning and preparation for and transition to nuclear operations/management and overall integration of scope per DOE O 425.

The SRPPF Project requires the repurposing of Building 226-F to house a production line with capabilities to produce at least 50 pits per year (ppy). SRNS' project scope includes management and execution of all engineering, procurement, and construction activities to meet the Program Requirements specified by the Plutonium Program (NA-191) consistent with the Program Requirements Document, Code of Record and DOE Order 413.3b1D and Section C-3.5(a).

Sub-CLIN Type: Cost Plus Award Fee (CPAF)
Period of Performance: October 1, 2023-September 30, 2026
Delivery Schedule to include major milestones and/or completion dates estimate to complete, and estimate of cost at completion
***These dates and estimate of cost at completion are based on the DBP and will need to be updated in the future**

B-2 TRANSITION COST, ESTIMATED COST, FIXED FEE, AND MAXIMUM AVAILABLE FEE

B-2.1 Transition Activities

The Total Estimated Cost for the Transition Term of the Contract is:

Transition Term of the contract	Total Estimated Cost
January 10, 2008 – January 22, 2008**	$ *
April 25, 2008 – July 31, 2008***	
July 31, 2008****	
March 31, 2009*****	

[*The estimated costs will be negotiated with the CO after contract award. The successful Offeror shall submit a proposed Transition Cost estimate to the CO for approval within 10 days after contract award. There will be no fee paid on transition costs.]

** GAO protest filed and stay of performance issued on January 23, 2008
*** Notice to proceed issued on April 25, 2008
**** Authorization to Begin Management and Operations of Contract No DE-AC09-08SR22470 Beginning August 1, 2008 (CMD-08-058)
***** Authorization to Assume Responsibility for the Transportation and Mechanical Services Scope of Work under the Savannah River M&O Contract No. DE-AC09-08SR22470, Beginning April 1, 2009 (CMD-09-143)

B-2.2 Fixed Fee

The Contractor shall be paid a fixed fee of $10,325,707 for the first seven months of the base contract period August 1, 2008 – February 28, 2009. (Modification M015)

B-2.3 Total Available Fee

The total available fee for the base period of the contract, beginning August 1, 2008, inclusive of the 38 month period of performance, with the remaining option period (if exercised) is shown below. The total available fee shall be made available in accordance with Section I Clause entitled, DEAR 970.5215-1 "Total Available Fee: Base Fee Amount and Performance Fee Amount." Since the total available fee for each period has been established below, there will be no annual negotiation of total available fee at the beginning of each fiscal year as contemplated in paragraph (b) of the above referenced clause. (Modifications M015, 320 326, 791, 857)

The NNSA portion of the fee for the period of August 1, 2018 through September 30, 2018 is added to the NNSA fee pool for the period of October 1, 2017 through July 31, 2018. For the purpose of NNSA award fee determinations under clauses H-28, Performance Based Incentives and I-40, DEAR 970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount, the evaluation periods for performance after September 30, 2017 are October 1, 2017 through September 30, 2018 and October 1, 2018 through July 31, 2019. (Mod 791)

In order to maintain fiscal year evaluation periods for NNSA work under this contract, the parties hereby agree that the NNSA portion of the fee for the performance period of August 1, 2019 through September 30, 2019 may be added to the NNSA fee pool for the performance period of October 1, 2019 through July 31, 2019. For the purpose of NNSA award fee determinations under clause H-28, Performance Based Incentives and I-40, DEAR 970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount, the evaluation periods for performance from September 30, 2018 through September 30, 2020 will be October 1, 2018 through September 30, 2019 and October 1, 2019 through September 30, 2020. (Mod 857)

PERFORMANCE PERIOD	Total Available Fee
Base Contract Period Inclusive of 38 Month POP	
August 1, 2008 – February 28, 2009	$10,325,707
March 1, 2009* – September 30, 2009	$22,502,292
October 1, 2009 – September 30, 2010	$50,354,780
October 1, 2010 – September 30, 2011	$49,750,000
October 1, 2011 – September 30, 2012	$48,950,000
October 1, 2012 – September 30, 2013	$56,035,000
October 1, 2013 – September 30, 2014	$46,535,000
October 1, 2014 – September 30, 2015	$45,730,000
October 1, 2015 – September 30, 2016	$44,930,000
October 1, 2016 – September 30, 2017	$44,211,120

October 1, 2017 – July 31, 2018	$39,363,880
August 1, 2018 – July 31, 2019 (Mod 791)	$44,711,120
August 1, 2019 – September 30, 2020 (Mod 857)	$87,721,000
October 1, 2020 – September 30, 2021 (Mod 915, 917, 986)	$75,350,095
October 1, 2021 – September 30, 2022 (Mod 994)	$83,002,002
October 1, 2022 – September 30, 2023 (Mod 1036)	$85,449,556
October 1, 2023 – September 30, 2024 (Mod 1036)	$101,315,460
October 1, 2024 – September 30, 2025 (Mod 1036)	$114,285,560
October 1, 2025 – September 30, 2026 (Mod 1036)	$114,207,509
REMAINING OPTION PERIODS (Mod 1036)	
October 1, 2026 – September 30, 2027 (Mod 1036)	$105,289,848
Total Fixed and Available Fee (Mod 1036)	$1,270,019,929

(1) Supplemental Fee Pool Schedule for ARRA Scope of work fee "periods" and the related "total available fee". (Modification A024, 045, 049, 060, 078)

[NOTE: Modification A024, paragraph H states –

Within 3 months after effective date of this modification, the contractor shall propose to the Contracting Officer a supplemental Performance Evaluation and Measurement Plan to accommodate the accelerated Contract Performance Baseline. Upon definitization of this supplemental PEMP, Section B paragraph "B-2.3 Total Available Fee" will be modified to add a separate supplemental fee pool schedule specifying the ARRA scope of work fee "periods" and the related "total available fee." This shall be added, as a new paragraph, at B-2.3 (a) (1). The contractor fee pool for this Recovery Act funded work shall be commensurate with the fee pool percentage the contractor bid on for the competed work scope under the original base prime contract. The Contractor and the Government agree the Total Available Fee Pool schedule shall be definitized no later than the date of the supplemental PEMP definitization.]

[NOTE: Mod. 92 definitized the ARRA PEMP (Mods 158, 173, 201, 237 273, and 312 provided revisions to the ARRA PEMP)]

[NOTE: Mod 084 as revised by Mods 095, 096, 098 added the following:

1. The below Table definitizes the ARRA Firm Fixed Fee for 2009 and 2010, and reflects remaining available fee. (Mod. 084, 095, 096, 098)

ARRA Fee Table

Fiscal Year (FY)	Firm Fixed Fee
FY 2009	$12,771,272
FY 2010 (10/1/09-7/31/10)	$19,305,469
FY 2010 (8/1-10 –12/31/12) Available Fee Pool	$55,394,448
Total Fee	$87,471,189

2. Once the PEMP is definitized, (covers the period from August 1, 2010 through September 30, 2011) the fee will be paid from the remaining fee pool. The remaining fee pool will be established after reapportionment is approved.

3. Contractor has provided a list of deliverables/accomplishments to the contracting officer for establishment of the FY2010 Firm Fixed Fee. (identified above)

4. This modification replaces Mod 060 in its entirety. (Mod. 084)

[NOTE: Review Mods. 045, 049, and 060, 090 for additions to Contract.]

(2) National Nuclear Security Administration (NNSA) MOX Termination and Transition and Proposed Savannah River Plutonium Processing Facility (SRPPF) work for the performance period October 1, 2018 through July 31, 2019. The negotiated fee base associated with this work is $42,982,601. The negotiated fixed fee for this work is $1,751,066. The breakdown of this fee/fee base is:

Program	B&R	Fee Base	Fixed Fee
MOX Termination and Transition	39DN00101	$22,157,685.00	$ 902,680.80
Proposed SRPPF	MB0502	$20,824,916.00	$ 848,385.20
Total		$42,982,601.00	$1,751,066.00

All fee (and adjusted fee base) related to the MOX Termination and Transition and the Proposed SRPPF work performed under this contract before July 31, 2019 has been included in contract modification number 0908. (Mod 908)

(b) At the end of each performance period specified above, there shall be no adjustment in the amount of the total available fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Except as

described in paragraph B-2.4 and B-2.5 below, fee is subject to adjustment only under the provisions of the clause in Section I entitled, DEAR 970.5243-1 "Changes" and a plus or minus 10% change in the annual estimated fee base shown in the table below upon which contract extension #3 was based. (Mod 1036).

	FY2023	FY2024	FY2025	FY2026	FY2027
Fee Base	$1,582,399,193	$1,978,817,581	$2,232,139,853	$2,230,615,401	$2,056,442,337
Annual Fee Rate	5.4%	5.12%	5.12%	5.12%	5.12%

If a change in the fee is required in accordance with DEAR 970.5243-1 and a plus or minus 10% change in the annual estimated fee base, it shall be calculated using the formulas below. If a Capital Asset Project is moved to a separate CLIN, the available fee amounts associated with the project shall be removed from the fee table in B-2.3(a) and included in the appropriate sub-CLIN.

FY 2023 Change
Total Fee Base = (Total Budget – Legacy Pension Cost – Post Retirement Benefits Costs – Normal Pension Costs – NNSA Budgeted SRNL Operations and Maintenance) * 87.95%
Change in Fee Base = Total Fee Base – Fee Base from Table Above
Change in Available Award Fee = Change in Fee Base * 5.40%

FY 2024-2027 Change
Total Fee Base = (Total Budget – Legacy Pension Cost – Post Retirement Benefits Costs – Normal Pension Costs) * 88.17%
Change in Fee Base = Total Fee Base – Fee Base from Table Above
Change in Available Award Fee = Change in Fee Base * 5.12% (Mod 1036)

The CO may mutually negotiate with the Contractor additional available fee for additional work that is not covered by the available budget. The funds for such work and the associated available fee shall be funded through the Contractor's efficiencies in accomplishing the otherwise funded work. The additional work shall be performed in a safe manner that meets all necessary requirements; and the performance of the additional work shall not affect the safe, proper performance of the otherwise funded work. Any additional work shall be authorized in accordance with the provision in Section I entitled, "Work Authorization" and the basis for earning the additional available fee shall be included in the Performance Evaluation and Measurement Plan (PEMP) in accordance with the provision in Section H entitled "Performance-Based Incentives."

B-2.4 Fee Structure for CLIN 0007, Capital Construction Projects for the Department of Energy Savannah River Operations Office (DOE-SR) and National Nuclear Security Administration (NNSA) (Mod 898, Revised in Mod 1036)

The fee structure(s), and associated terms and conditions established under CLIN 0007 will be determined at the time the Sub-CLIN is awarded. Any fee base moved from CLIN 0001 to CLIN 0007 shall include the proportional available fee amount.

If and when an SRPPF project Sub-CLIN is awarded under CLIN 0007, the available fee for the SRPPF project will not be limited to adjustment based on the terms in paragraph B-2.3(b) above. An annual adjustment will be allowed, for the difference between the estimated SRPPF budget amount shown in the table of B-2.4(b) and any revised Contractor's SRPPF budget in a fiscal year, if the difference is an increase and is greater than or equal to $50,000,000. This will be affected through an approved Contractor baseline change and prime contract modification. A fee percentage of four percent will be applied to the difference between the estimated SRPPF budgeted amount in the table of B-2.4(b) and the revised Contractor's SRPPF budget to derive the incremental increase to the available fee for a fiscal year.

Estimated Budget	FY2023	FY2024	FY2025	FY2026	FY2027
SRPPF	$700,000,000	$858,235,000	$1,014,508,000	$1,051,339,000	$952,000,000

B-2.5 Fee Adjustment for Descope of H Canyon Complex and L Area Management (Mod 1036, corrected in Mod 1038)(Mod 1038 corrected in Mod 1049)

If the Government descopes the management of the H Canyon Complex and L Area after October 1, 2025 the remaining uncosted funding, if any, and fee base (see table in paragraph B-2.3 (b) above) associated with the unperformed work and the corresponding fee associated with the unperformed work would be deducted from the contract excluding any Government agreed upon support SRNS provides the new H Canyon Complex and L Area contractor. The formula identified in paragraph B-2.3 (b) will be used to calculate the award fee change.

B-3 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in the clause in Section I entitled, DEAR 952.250-70 "Nuclear Hazards Indemnity Agreement," the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE may legally spend for such purposes.

B-4 OBLIGATION OF FUNDS

(Modifications A002, A003, A004, A005, A006, A007, A008, A009, A010, A011, A012, A013, A014, A016, A018, A019, A020, A023, A024, A025, A026, A027, A029, A030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 047, 048, 050, 054, 056, 057, 058, 059, 060, 061, 062, 063, 064, 066, 069, 070, 071, 072, 073. 074, 076, 077, 078, 080, 081, 083, 086, 087, 088, 089, 094, 100, 101, 102, 103, 104, 105, 107,108, 109, 110, 111, 112, 113, 116, 117, 120, 122, 123, 124, 126, 127, 128, 129, 132, 133, 134, 135, 136, 138, 139, 140, 142, 143, 144, 146, 147, 148, 149, 150, 151, 153. 154, 155, 156, 159, 160, 161, 162, 164, 165, 168, 169, 170, 171, 172, 174, 175, 176, 177, 178, 179, 180, 182, 183, 184, 185, 186, 187, 190, 191, 192, 194, 195, 196, 197, 198, 199, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 231, 232, 233, 234, 235, 238, 240, 241, 242, 243, 245, 246, 247, 248, 249, 252, 253, 254, 256, 257, 258, 259, 260, 263, 264, 269, 270, 271, 272, 274, 275, 276, 277, 278, 279, 282, 283, 284, 287, 288, 289, 290, 296, 297, 298, 299, 302, 303, 304, 307, 308, 309, 311, 313, 315, 316, 317, 318, 323, 324, 325, 329, 330, 331, 337, 338, 339, 344, 345, 346, 348, 350, 351, 352, 357, 360, 361, 362, 363, 365, 366, 369, 370,

371, 372, 373, 379, 380, 381, 382, 387, 388, 389, 394, 395, 396, 400, 401, 405, 406, 407, 411, 412, 414, 415, 416, 418, 419, 420, 424, 425, 426, 432, 433, 434, 436, 438, 439, 440, 442, 445, 446, 447, 449, 454, 455, 456, 459, 460, 461, 464, 465, 466, 468. 473, 474, 475, 480, 481, 482, 483, 484, 485, 487, 491, 492, 493, 495, 496, 497, 502, 503, 504, 506, 507, 510, 511, 512, 513, 516, 517, 518, 520, 521, 522, 528, 529, 530, 533, 534, 535, 538, 539, 540, 541, 544, 545, 546, 547, 548, 552, 554, 555, 556, 557, 558, 559, 561, 562, 563, 568, 569, 570, 575, 576, 577, 583, 584, 586, 588, 589, 590, 593, 594, 595, 597, 598, 599, 601, 602, 603, 606, 607, 608, 610, 612, 613, 614, 616, 617, 618, 621, 622, 623, 628, 629, 630, 631, 633, 634, 635, 640, 641, 642, 645, 646, 647, 650, 651, 652, 655, 656, 658, 659, 660, 664, 665, 666, 668, 669, 670. 672, 673, 674, 677, 678, 679. 681, 682, 683, 687, 688, 689, 691, 695, 696, 697, 699, 703, 704, 705, 707, 708, 709, 710, 714, 715, 716, 707, 708, 709, 710, 714, 715, 716, 718, 719, 721, 724, 725, 726, 729, 730, 731, 733, 734, 737, 738, 739, 742, 743, 744, 746, 747, 748, 750, 751, 752, 754, 755, 756, 757, 758, 759, 760, 764, 765, 766, 768, 769 770, 773, 774, 775, 778, 780, 781. 782, 784, 787, 788, 790, 794, 795, 796, 798, 799, 800, 804, 805, 806, 807, 810, 812, 813, 814, 816, 817, 818, 821, 822, 823, 825, 826, 827,829, 830, 831, 836, 837,838, 840, 841, 842, 844, 845, 846,848, 849, 850, 851, 852, 853, 858, 859, 860, 864, 865, 866, 868, 869, 870, 873, 874, 875, 877, 878, 880, 881, 882, 885, 886, 887, 889, 890, 891, 893, 894, 895, 896, 899, 900, 901, 905, 906, 907, 911, 912, 913, 918, 919, 920, 923,924, 925, 930, 931, 932, 934, 935, 936, 939, 940, 941, 946, 947, 948, 950, 951, 952, 955, 956, 957, 962, 963, 964, 968, 969, 970, 971, 973, 974, 975, 977, 978, 979, 980, 981, 982, 983, 984, 985, 987, 988, 989, 990, 991, 992, 993, 997, 998, 999, 1001, 1004, 1005, 1006, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017,1018, 1020, 1021, 1022, 1023, 1024, 1025, 1028, 1029, 1030, 1031. 1033, 1034, 1035, 1037, 1039, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1051, 1052, 1055, 1056, 1057. 1060, 1061, 1062, 1064, 1065, 1068, 1069, 1071, 1072, 1074, 1075, 1076, 1077, 1080, 1082, 1083, 1084, 1085, 1088, 1089, 1090, 1092, 1093, 1094, 1096, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1106, 1108, 1110, 1111, 1112, 1113, 1114, 1115, 1118, 1119, 1120, 1123, 1124, 1126, 1127, 1128, 1129, 1131, 1133, 1135, 1136, 1139, 1140, 1141, 1143, 1144, 1146).

Pursuant to the clause in Section I entitled, DEAR 970.5232-4 "Obligation of Funds," the total amount obligated by the Government with respect to this Contract is $25,196,050,393.68. (Mod 1146)

[NOTE: Mod. A020 added Pension Funding and Mods. A024, 025, 030, 035, 039, 041, 044, 048, 061, 063, 064, 066, 069, 070, 072, 077, 078, 080, 086, 090, 091, 114, 115, 145, 311, 313, 348, 538, 544, 565, 573, and 578 amended Recovery Act Funding.]

[NOTE: Mod. 024, paragraph A, D and E state -

A. This modification is issued to obligate American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act) funds for the purpose of accelerating completion of Environmental Management (EM) Closure Activities specified in Section C-3.1(a) through C-3.1(c) of the contract. (Modifications A024, 045, 060)

D. The work described in this modification shall be performed using funds which have been appropriated under the Recovery Act, and as such, is subject to the special statutory conditions and the additional contractual terms and conditions that are listed in paragraphs E through N below.

The funds obligated hereunder shall only be used to accomplish the work as set forth in paragraph C. above and may not be used for any other purpose without the prior written consent of the Contracting Officer.

E. Savannah River Nuclear Solutions (SRNS) shall begin work immediately. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur will exceed 80% of the cost ceiling for each revised Work Authorization, which is the Contract Cost Ceiling allotted to date, by the Government. (Mods. 145 and 157 raised the cost ceiling to 100% for all ARRA B&Rs which supersedes Paragraph 14-E at Mod 024)]

[NOTE: Mod 055 states –

The ARRA requires a high degree of accountability on the use of the funds, and special attention must be given to maintaining strong cost controls over such funds. For ARRA work under Contract DE-AC09-08SR22470, the parties understand and agree that cost controls have been established and remain in place through the use of individual cost limitations (ceilings) cited on each ARRA Work Authorization. The parties further understand and agree that those cost limitations (ceilings) will continue to apply to ARRA work as follows:

(1) At the onset of contract DE-AC09-08SR22470, the contractor agreed, by I-53, Clause DEAR 970.5232-4 – Obligation of Funds (DEC 2000), subparagraph (d)(1), to comply with specific limitations (ceilings) on costs that become effective during contract performance. The parties understand and agree that the cost limitation (ceiling) cited on each ARRA Work Authorization complies with the purpose and intent of contract clause I-53.

(2) In determining allowable costs under ARRA, the parties recognize the importance of the basic element of allowability as stated in FAR Subpart 31.201-2a(4) in that the terms of the contract are essential for cost being found allowable or expressly unallowable. Keeping with that basic element, Contract DE-AC09-08SR22470 provides for payment of allowable ARRA incurred costs, to the extent prescribed in the contract.

(3) The specific cost limitations (ceilings) for each ARRA Work Authorization have been maintained under contract DE-AC09-08SR22470 since the issuance of contract Modification 024. These ceilings were established by ARRA B&R code and remain in place for each ARRA B&R code. The parties hereby reaffirm that costs exceeding an ARRA B&R cost limitation (ceiling) may become expressly unallowable if proper notice has not been provided to the Contracting Officer by the contactor and a subsequent ceiling adjustment is approved, in writing, by the Contracting Officer.

(4) **ARRA B&R Cost Ceilings:** The table below shows the Work Authorizations funded by ARRA and the cost limitations (ceilings) that remain in full force and effect as of the effective date of this mod.

NOTE: Mod. 090, 091, 106, 118, 121, 145, 157, 200, 255, 311, 348, and 359.

Work Authorization Number	Rough Order of Magnitude	Obligation	Cost Ceiling
ARRA-SRS-3-09-01 Rev. 14	$416,663,190.07	$416,663,190.07	$416,663,190.07
ARRA-SRS-3-09-02 Rev. 11	$ 23,528,466.72	$ 23,528,466.72	$ 23,528,466.72
ARRA-SRS-3-09-03 Rev. 10	$235,724,923.54	$235,724,923.54	$235,724,923.54
ARRA-SRS-3-09-04 Rev. 15	$720,136.663.50	$720,136,663.50	$720,136,663.50
Totals:	**$1,396,053,243.83**	**$1,396,053,243.83**	**$1,396,053,243.83**

The parties understand and agree that any future change made by the Contract Officer to a Work Authorization shall not be considered an authorization to exceed a B&R cost ceiling unless the change contains a specific statement increasing the ceiling.]

[NOTE: Mod. 090 Savannah River Nuclear Solutions shall not exceed Cost Ceilings of the obligated funding without prior written approval of the Contracting Officer.

(5) ARRA B&R Cost Ceiling Notification: The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe the costs the Contractor expects t incur within the next 60 days, when added to all costs previously incurred, will exceed 80 percent of the B&R cost ceiling. As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate for continuing work under the associated Work Authorization. The Government is not obligated to reimburse the Contractor for costs incurred in excess of any B&R cost ceilings if proper and timely notice has not been provided to the Contracting Officer.]

B-5 SUPPLEMENTAL FEE PAYMENT PROVISIONS

The National Nuclear Security Administration (NNSA) and Environmental Management (EM) incentives established under this contract are contained in the PEMP. Provisions regarding payment of the incentives are included in the PEMP. Special provisions regarding payment of an incentive may also be included in the incentive itself.

B-6 KEY PERSONNEL REPLACEMENT (Mod 1036)

Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor's control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the clause in Section I entitled, DEAR 970.5203-3 "Contractor's Organization") within the first two years of performance from October 1, 2022; or for a replacement Key Person within two years of being placed in the position, the Contractor shall forfeit $1,000,000 in fee if said Key Person is the Chief Executive, and $250,000 in fee for each occurrence with all other Key Personnel.

Notwithstanding the aforementioned, no more than one-third of the Key Personnel will be diverted by the contractor within the period of October 1, 2022 to September 30, 2024.

B-7 SINGLE FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this Contract fee structure and separate additional subcontractor fee for teaming partners shall not be considered an allowable cost under the contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract.

B-8 ALLOWABILITY OF SUBCONTRACTOR FEE (Amendment 002)

The subcontractor fee restriction in Paragraph B-7 above does not apply to members of the Contractor's team that are: (1) small business(es); or (2) protégé firms as part of an approved Mentor-Protégé relationship under the clause in Section L entitled, DEAR 952.219-70 "DOE Mentor-Protégé Program."

B-9 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES -- FACILITY MANAGEMENT CONTRACTS (JAN 2004) ALTERNATE II [JAN 2004] [DEVIATION]

(a) General.

(1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon:

(i) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to ES&H, which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and

(ii) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.

(2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.

(3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.

(4) If the contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to the clause of this contract entitled, ``Total Available Fee: Base Fee Amount and Performance Fee Amount," otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by the contracting officer.

(b) Reduction Amount.

(1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

(3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).

(i) Degree of control the contractor had over the event or incident.

(ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.

(v) Contractor demonstration to the contracting officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

(vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.

(ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the contractor's share of cost savings that is otherwise earned during the evaluation period.

(iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

(iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned (provisionally or otherwise), the contractor shall

immediately return the excess to the Government. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(v) At the end of the contract:

(A) The Government will pay the contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned exceeds the sum of the payments the contractor has received; or

(B) The contractor shall return to the Government the amount by which the sum of the payments the contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned. (What the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(c) Environment, Safety and Health (ES&H). Performance failures occur if the contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

(1) First Degree: Performance failures that are most adverse to ES&H. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.

(i) Type A accident (defined in DOE Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to ES&H. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after

discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per ~~DOE Order 232.1A~~ [DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information] requirements; or internal oversight of ~~DOE Order 440.1A~~ [10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851] requirements. *(Deviation)*

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:

(1) <u>First Degree:</u> Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or

other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These

performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(e) Minimum requirements for specified level of performance.

(1) At a minimum the contractor must perform the following:

(i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.

(2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the

performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

(f) Minimum requirements for cost performance.

(1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.

(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B-10 CAPITAL CONSTRUCTION PROJECTS FEE PLAN (Mod 1067)

A Capital Construction Projects NNSA Line-Item Project Fee Plan will be developed, when applicable, with Contractor input, for NNSA Sub-CLINs awarded under CLIN 0007. Sub-CLIN Fee Plan shall document the process by which the Contractor’s performance will be evaluated; the amount of available fee and (when applicable) the allocation of fee to mutually agreeable performance based incentives; the conditions precedent to the submission of fee payment requests by the Contractor; the Government’s fee determination process; and any provisions or conditions that would result in an adjustment to otherwise earned fee. The Parties will work collaboratively to establish mutually acceptable Fee Plans and, in the event the Parties cannot come to an agreement on the Fee Plan for any Sub-CLIN, NNSA reserves the unilateral right to make the final decision, including changes thereto, on all performance objectives, goals, and measures and the methodology used to evaluate Contractor performance.

B-11 MISSION CRITICAL POSITIONS FOR CLIN 0007 (Mod 1067)

NNSA has identified the following positions as Mission Critical, in advance of any changes in personnel filling the listed Mission Critical Positions, SRNS shall request concurrence from the contracting officer identified in Section G-1(b) for potential candidate selections:

NNSA Capital Projects (NCP) Director of Projects -
Construction Management (CM) Director of Projects -

Sub-CLIN 0007AA - SRPPF:
Project Director -

PART I - THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT
DESCRIPTION OF WORK AND SERVICES

(See Modification A024 for Recovery Act Scope and other requirements)

TABLE OF CONTENTS

SECTION **Page**

C-1 GENERAL INFORMATION 1
C-1.1 Introduction **1**
C-1.2 Scope of Work – General **1**
C-1.3 General Performance Expectations **3**
C-1.4 Exceptions to the Scope of Work (Amendment 003) **4**

C-2 WORK AUTHORIZATION 5

C-3 SCOPE OF WORK - MISSION AREAS 5
C-3.1 EM Closure Activities (Mod A024, Mod 090, 091, 096, 098 and 106) 5
C-3.2 Savannah River National Laboratory (SRNL) **7**
C-3.3 NNSA Activities (Amendment 003) **7**
C-3.4 Landlord Services and Site Support (Amendment 003) **11**
C-3.5 Other Capital Construction Project Support for DOE-SR or NNSA (Mod 898 and 1067) **16**

C-4 INTERFACES WITH OTHER SITE USERS 18

C-5 WORK FOR OTHERS/TECHNOLOGY TRANSFER 18

C-6 RESPONSIBILITIES FOR SPONSORSHIP, MANAGEMENT AND ADMINISTRATION OF CONTRACTOR EMPLOYEE PENSION AND OTHER BENEFITS PLAN (Mod 986) 19

PART I - THE SCHEDULE

SECTION C: DESCRIPTION/SPECIFICATION/WORK STATEMENT

DESCRIPTION OF WORK AND SERVICES

STATEMENT OF WORK

C-1 GENERAL INFORMATION

C-1.1 Introduction

This Performance-Based Management Contract (PBMC) is for the management and operation of the Savannah River Site (SRS) and those activities as specified in this Statement of Work (SOW). The definition of a Management and Operating (M&O) contract can be found at FAR 17.6 and DEAR 917.6.

The SRS is a 310-square mile DOE industrial facility located in Aiken, Allendale, and Barnwell Counties in South Carolina. SRS is dedicated to environmental management cleanup, developing and deploying technologies to support the cleanup mission, providing capability for supporting the enduring nuclear weapons stockpile, and processing and storing nuclear materials in support of U.S. nuclear non-proliferation efforts. DOE's Office of Environmental Management (EM) is responsible for cleanup missions and the Savannah River National Laboratory (SRNL). The SRNL is a Federally Funded Research and Development Center (FFRDC) established in accordance with FAR Part 35 and operated by a separate M&O SRNL contractor (Mod 986). The National Nuclear Security Administration (NNSA) is the landlord for the SRS effective October 1, 2024, and is (Mod 1117) responsible for supporting the nuclear weapons stockpile programs and nonproliferation activities on the Site.

This contract reflects the application of performance-based contracting approaches and techniques which emphasize results and minimize "how to" performance descriptions. The Contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract. Accordingly, this PBMC provides flexibility, within the terms and conditions of the contract, to the Contractor in managing and operating SRS activities.

C-1.2 Scope of Work - General

Under this PBMC, the Contractor shall furnish the necessary personnel, facilities, equipment, materials, supplies, and services (except those provided by the Government) to accomplish the Scope of Work. The Scope of Work under this PBMC is comprehensive in that the Contractor shall perform all necessary technical, operational and management functions to manage and operate SRS and perform the missions assigned to the Site. This encompasses all on-going SRS missions and activities as described in Section C-3 as well as any new activities or missions that

may be assigned during the term of the contract. This PBMC includes such areas as infrastructure management and maintenance; human resource management including critical skills recruitment and retention; environmental management and remediation; health, safety and security systems; and, purchasing and other administrative systems.

Under this PBMC, the Contractor shall develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the missions of the Site. DOE expects the Contractor to produce effective and efficient business and technical management structures, systems, and operations that maintain high levels of safety and quality in accomplishing the work required under this contract. The Contractor shall conduct all work in a manner that is fiscally responsible, optimizes productivity, minimizes waste, and fully complies with all applicable laws, regulations, and terms and conditions of the contract.

The Contractor shall challenge the status-quo and existing paradigms in formulating and implementing safe, high quality, timely, and cost-effective programs and operations at SRS. The Contractor shall use subcontracting (fixed-price is preferred when appropriate) and other innovative methods of accomplishing this Scope of Work consistent with the most efficient and effective means of performance. The Contractor shall tailor the application of contract requirements to the work being performed to be cost effective while safely accomplishing all work in a manner that minimizes risk and fully complies with all compliance agreements, pollution abatement programs, and permit requirements (as required by the clause in Section I entitled, DEAR 970.5204-2 “Laws, Regulations and DOE Directives”). The Contractor shall implement a comprehensive and integrated contractor assurance system in accordance with DOE Order 226.1, Implementation of Department of Energy Oversight Policy.

Safe performance of work is an integral part of mission accomplishment at SRS and shall be integrated as a core value into all activities. The Contractor shall systematically integrate safety, security, and environmental protection into management and work practices at all levels so that missions are accomplished while protecting the public, the worker, and the environment. This is to be accomplished through effective integration of safety management into all facets of work including planning and execution and a rigorous feedback and improvement process. The Contractor shall use integrated safety management functions to structure all work activities. These functions include: define the Scope of Work; analyze the hazards; develop and implement hazard controls; perform work within controls; and, provide feedback and continuous improvement. These functions are to be applied on a continuous cycle and tailored to the work activity. The Contractor shall implement recommendations from other organizations [such as the Defense Nuclear Facilities Safety Board (DNFSB), and state and federal regulatory agencies] which are accepted by DOE and directed by the Contracting Officer (CO). Compliance with Environment, Safety and Health (ES&H) requirements is a precondition of operations and the earning of fee.

The Contractor shall integrate and manage the safe and effective operation and maintenance of existing and new facilities under their cognizance at SRS to meet the general management goals and performance objectives of this Scope of Work. The Contractor shall use systems engineering techniques to integrate the resources and activities of SRS. The Contractor is responsible for integrating and executing all work under this contract, including but not limited to, management of its personnel and subcontractors at all tiers. The Contractor shall perform in accordance with

the terms and conditions herein provided and in accordance with such direction and instruction which the CO or his/her designated representatives of SR and/or NNSA-Savannah River Site Office (SRSO) may provide the Contractor, in writing, in accordance with the clause in Section I entitled, "Technical Direction." All work shall be conducted in accordance with the principles of DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. The Contractor shall use its expertise and best commercial practices and industry standards in all matters pertaining to the performance of this contract consistent with the provisions of the contract and any direction from the CO.

The Contractor shall maintain and enhance the core competencies that are necessary to support assigned and future missions of EM and NNSA programs at SRS. These core competencies include chemical and radiochemical processing, environmental science and technology, analytical chemistry, engineering specialty systems, materials science, sensor development, hydrogen and tritium science and technology, and computational science and modeling.

The Contractor shall conduct math, science, and education programs, to include the requirements of the Energy Policy Act of 2005, as well as support such other programs as directed by DOE. (Mod 986)

C-1.3 General Performance Expectations

The general management goals and performance objectives for SRS, as contemplated by the Government Performance and Results Act, are outlined in the SRS EM Program Project Execution Plan (PEP), the SRS Ten-Year Site Plan (March 2006), the NNSA SRSO FY2007 Limited Ten Year Site Plan, and the SRNL Strategic Plan, as revised and updated from time to time. General performance expectations are also defined in this section and in the Work Authorization documents which are incorporated by reference into this contract in accordance with the clause in Section I entitled "Work Authorization."

This SOW reflects DOE's overarching expectations for contractor performance. Specific performance work statements and measures, and performance expectations, will be established on an annual or multi-year basis, as appropriate. DOE-SR and NNSA Performance Evaluation and Measurement Plans (PEMP) will be established after contract award to define the performance expectations, incentives, measures, and evaluation processes.

The general performance expectations for the conduct of work under this contract include, but are not limited to:

(a) All work under this Contract shall be conducted in a manner that will assure the safety and health of employees and the public, be protective of the environment, safeguard classified information, and protect special nuclear materials.

(b) The Contractor shall:

- establish and maintain a culture of continuous improvement;

- plan strategically in an environment of changing budgets and technical and regulatory requirements;
- implement effective integrated safety, environmental, and security management processes;
- integrate cyber security into all management and work practices, and implement and comply with the applicable DOE Program Cyber Security Plan;
- ensure products and services meet or exceed customer expectations through an integrated and effective Quality Assurance Program;
- use an earned value management system for projects to track progress and increase cost effectiveness;
- maintain and manage to an accurate multi-year performance baseline;
- implement an interface management plan to ensure seamless provision of landlord services to other site tenants;
- establish a culture of scientific inquiry and technical inquisitiveness;
- conduct activities using a project management approach;
- maintain and enhance community, regulatory, and stakeholder relationships;
- maintain scientific and technical expertise and depth to manage activities through the life of a program while maintaining the ability to address emerging mission needs;
- use innovative technologies to reduce costs and improve performance;
- use competition to select subcontractors to provide quality supplies and services to achieve the best value to the government;
- increase cost effectiveness through the use of innovation, commercial practices and industry involvement;
- use benchmarking to compare performance at SRS against best-in-class government and industry organizations and implement improvements;
- implement effective work planning and control and feedback and improvement systems for all activities;
- maintain facilities and assets needed to accomplish assigned missions; and,
- use a disciplined system of management and internal business controls to assure safeguarding of government funds and assets.

C-1.4 Exceptions to the Scope of Work (Amendment 003)

The Scope of Work for this PBMC includes all work necessary for management, operation, maintenance, and support of DOE SRS, except as follows:

(a) The Liquid Waste (LW) program, currently performed by the incumbent contractor, will be the subject of a separate contract, and includes:

- Operation of the Defense Waste Processing Facility (DWPF);
- Operation of the Deliquification, Dissolution, and Adjustment (DDA) process;
- Operation of the Actinide Removal Process (ARP) and Modular Caustic Side Solvent Extraction Unit (MCU) until the Salt Waste Processing Facility (SWPF) is operational;
- Operational closure of liquid radioactive waste storage tanks and evaporator;
- Operation of the Saltstone Facility and SWPF (after construction and turnover); and
- Management and surveillance of F and H Area Tank Farms, the Effluent Treatment Project, DWPF, DDA, ARP, MCU, and SWPF.

(b) Natural resources and forest products management activities currently managed by the U.S. Forest Service (USFS) – Savannah River through an interagency agreement between DOE and the USFS-SR .

(c) Cultural resources management activities currently managed by the Savannah River Archaeological Research Program through a cooperative agreement between DOE and the University of South Carolina.

(d) Basic and applied ecological research, education activities, and outreach efforts currently managed by the Savannah River Ecology Laboratory through a cooperative agreement between DOE and the University of Georgia.

(e) Site security currently managed under a DOE prime contract with Wackenhut Services Incorporated.

(f) Scope of Work being performed by SRNL including:
(1) all work being performed by the laboratory for operations and maintenance of facilities assigned to SRNL;
(2) all work as a result of site interface agreements: direct funded analytical, R&D, and other tasks being performed for site EM and NNSA programs; work for other DOE sites (both contractors and DOE); work for other agencies; CRADA's; SPPs; and any other work being a part of the general and specific deliverables described in the M&O SRNL Contract. (Mod 986)

In accordance with the clause in Section H entitled "Withdrawal of Work," the CO may withdraw work from the SOW during the course of this contract.

C-2 WORK AUTHORIZATION

In addition to the general requirements of this SOW, work to be accomplished under this contract is defined in accordance with the clause in Section I entitled "Work Authorization." The specific work to be executed under this contract may be supplemented by formal technical direction pursuant to the clause in Section I entitled, "Technical Direction" and the clause in Section H, entitled, "Performance/Technical Direction."

C-3 SCOPE OF WORK - MISSION AREAS (Mod 917)

C-3.1 EM Closure Activities (See Mod A024) NOTE: ARRA Work Scope is redefined in Work Authorizations Revised in Mod. 055, 090, 091, 096, 098, 106, 118, 121, 145, 157, 200, 255 and 311 which are available from Contract Administration upon request.

(a) Soil and Water Remediation

The Contractor shall plan and safely execute a program that meets all regulatory commitments reflected in the SRS Federal Facility Agreement, Resource Conservation and Recovery Act (RCRA) permit and closure plans, settlement agreements, administrative orders, consent decrees,

notices of violation(s), Memoranda of Agreements or other notices of direction from DOE and/or regulatory agencies. This includes, but is not limited to, the identification, characterization, assessment, remediation and post-closure maintenance/monitoring of soil, surface water, groundwater waste units and Deactivation and Decommissioning (D&D) residuals. The Contractor shall implement remedial actions consistent with the Area Completion Strategy. The Contractor shall develop and implement alternative long range strategies, appropriate technologies, and approaches in the refinement of Area Completion and long-term stewardship to reduce out-year baseline costs.

(b) Deactivation and Decommissioning

The Contractor shall conduct D&D of facilities and their ancillary structures as directed by DOE. The Contractor shall also dispose of structures and facilities related to these facilities, such as sheds, canopies, air conditioning units and excess trailers.

The Contractor shall provide the overall management of the D&D program at SRS. D&D activities may include relocation of existing functions and personnel, characterization, risk analysis, evaluation of alternatives, stabilization, and final decommissioning. All D&D activities shall be conducted through an integrated approach with soil and water remediation requirements in accordance with the established regulatory interaction protocols. D&D activities, and the integrated approach within, must take into account historic properties and historic preservation requirements.

(c) Solid Waste

The Contractor shall manage the Solid Waste Program to safely and effectively prevent and/or minimize the generation of solid waste to include hazardous, low level, transuranic, mixed, and municipal sanitary wastes. The Contractor shall ensure that the handling, treatment, storage, transportation and disposal of existing “legacy” and future solid waste is environmentally sound and in compliance with DOE Directives, and applicable regulations and requirements.

The Contractor shall manage and integrate site-wide solid waste recycling, treatment, storage, disposal and transportation activities and implement waste minimization/pollution prevention initiatives. The Contractor shall also provide on-site/off-site waste generators with technical support and verification of compliance with waste acceptance criteria, including Safety Basis and Performance Assessment objectives.

(d) Nuclear Materials Management

The Contractor shall safely and effectively manage nuclear materials and facilities in accordance with applicable DOE Directives and requirements. Management of nuclear materials at SRS includes three distinct but integral functions: storage, operations, and disposition.

(1) Storage: The Contractor shall conduct activities to place and maintain nuclear materials in a safe, secure, and stable form. These materials include spent nuclear fuel that may

have originated from past operations or from U.S. and foreign research reactors. Storage shall be managed safely, securely, and efficiently to support site and DOE complex-wide consolidation and disposition missions.

(2) Operations: The Contractor shall operate and maintain the H Canyon Complex to support stabilization and disposition of nuclear materials and spent nuclear fuel, as required by DOE. For planning purposes, DOE has assumed that H Canyon operations will contribute approximately 300,000 gallons per year to the Tank Farm through the base contract period of both the M&O and LW contracts.

The Contractor shall maintain an effective program to facilitate safe and secure nuclear material shipments consistent with the current authorization agreement and subsequent revisions. The Contractor shall stabilize, de-inventory, and transition excess nuclear facilities and ancillary structures for D&D.

(3) Disposition: The Contractor shall plan for and disposition nuclear material and spent nuclear fuel in coordination with the NNSA Nuclear Nonproliferation Program and other applicable DOE programs. This includes the development of capability to disposition surplus plutonium and to prepare spent nuclear fuel for geologic disposal.

(4) DOE reserves the right to descope management of H Canyon Complex and L Area scope as soon as October 1, 2025. (Mod 1049)

C-3.2 Savannah River National Laboratory (SRNL) RESERVED (Mod 986)

[Section 3.2 deleted effective June 21, 2021. The intent of both parties is to remove requirements and oversight for safety, quality, regulatory compliance, and operations for SRNL scope. (Mod 986)]

C-3.3 NNSA Activities (Amendment 003)

(a) Tritium Operations (Defense Programs)

The Contractor shall manage Tritium Operations as a defined, severable work activity within the M&O contract structure so that it will be positioned to be responsive to any future direction within the NNSA Nuclear Weapons Complex.

The Contractor shall conduct the operations of the Tritium Facilities to:

- Support the nuclear weapons stockpile by safely providing tritium and non-tritium loaded reservoirs to the Department of Defense in accordance with NNSA guidance and direction;
- Extract tritium from irradiated Tritium-Producing Burnable Absorber Rods;
- Support the Stockpile Stewardship Program through reservoir surveillance operations;
- Conduct a Plant Directed Research and Development Program to retain and recruit individuals with critical skills, maintain core competencies required for current and future technical missions, increase industrial and university partnerships to enhance technical capabilities;

- Maintain the Tritium Facilities in a safe, secure and responsive operating condition; and
- Operate the NNSA Tritium operations and activities as a defined, severable cost center within the M&O contract structure, to include budget, real estate, personnel resources necessary to conduct operations and required maintenance, and support to be obtained from other activities within the M&O contract or from other contractors.

(1) Directed Stockpile Work (DSW)

The Contractor shall conduct DSW activities, such as processing tritium and inert reservoirs and associated components, in support of the Reliable Replacement Warhead (RRW) activities and Life Extension Programs (LEPs) including pre-production, production, and evaluation associated with the refurbishment of the B61, W76, and W80. The Contractor shall provide Stockpile Services, and Production Support, including LEPs Stockpile Systems categories of Limited Life Component Exchange (LLCE), Reservoir Surveillance, Stockpile Laboratory Tests (SLTs), and Life Storage Program (LSP) activities. The Contractor shall process reservoirs and associated parts as necessary to support LLCE schedules per production directive requirements for the enduring stockpile. For Retired Systems, the Contractor shall unload, weld close for disposal, or manage per SLT requirements, reservoirs returned from retired weapons.

(2) Engineering Campaign

The goal of the Engineering Campaign is to provide validated engineering sciences and engineering modeling and simulation tools for design, qualification, and certification; improved surety technologies; radiation hardening design and modeling capabilities; microsystems and microtechnologies; component and material lifetime assessments; and predictive aging models and surveillance diagnostics. The subprograms of the Engineering Campaign are Enhanced Surety, Weapons Systems Engineering Assessment Technology, Nuclear Survivability, and Enhanced Surveillance. In support of the Enhanced Surveillance subprogram, the Contractor shall develop methods for surveillance of tritium reservoirs and other gas transfer system components.

(3) Readiness Campaign

(i) In support of the Tritium Readiness subprogram, the Contractor shall operate the Tritium Extraction Facility (TEF) as an integrated part of the Tritium Facilities. The TEF provides the capability to receive and extract tritium-containing gases from tritium producing burnable absorber rods to provide sufficient tritium to support stockpile requirements.

(ii) In support of the Advanced Design and Production Technologies (ADAPT) subprogram, the Contractor shall conduct site-specific ADAPT projects, such as:

- The Reservoir Development project;
- The Tritium Processing project;
- The Metal Alloy project;
- The Automated Reservoir Management System (ARMS) Replacement project; and

- Support the ADAPT Technology Investment projects, Thrust Areas project and the Program Management Control project across the NWC.

(4) Readiness in Technical Base and Facilities (RTBF)

The Contractor shall conduct RTBF work to maintain the tritium facilities and infrastructure in a state of readiness in support of DSW missions, including LEPs, Stockpile Services, and Production Support. The Contractor shall conduct preventive, predictive, and corrective maintenance of process and infrastructure equipment/facilities. ES&H activities shall be conducted to ensure the well being of tritium and other site workers, the public, and the environment. The Contractor shall conduct Material Recycle and Recovery, which involves recovery and purification of tritium, deuterium, and helium-3 gases from reservoir recycle gas, hydride storage vessel, and facility effluent-cleanup systems. The Contractor shall perform physical maintenance of various shipping containers, and conduct operational and technical activities related to Pressure Vessels.

(b) Nuclear Nonproliferation Programs

The Contractor shall provide services in support of the Nuclear Nonproliferation Programs at SRS. The Contractor shall support both new facilities development activities and program mission support activities as specified below.

(1) Pit Disassembly and Conversion Facility (PDCF): The PDCF will be used to disassemble classified nuclear weapons components and convert nuclear material to feedstock for the Mixed Oxide (MOX) Fuel Fabrication Facility. The Contractor scope includes Title II and Title III Engineering Support, Design Authority, Design Responsibility for some facility components, Construction Management and/or Construction Management Support, Startup Testing, and Facility Operation; however, PDCF Startup Testing and Facility Operation are expected to occur after the contract period.

(2) Mixed Oxide Fuel Fabrication Facility (MFFF): The MFFF will be used to manufacture MOX fuel assemblies for use in commercial nuclear power reactors. For the MFFF and MOX program, the Contractor shall provide Title II and Title III Engineering Support with some regulatory and site interface support work. However, on November 15, 2018 DOE Terminated Contract No. DE-AC02-99CH10888 and will no longer pursue the MFFF approach.

From October 10, 2018 through March 31, 2019, the M&O contractor is to take the necessary actions to assume responsibility of the MOX Complex Area as a result of the termination of Contract No. DE-AC02-99CH10888. This includes compliance reviews, property inventory and inspections, and subsuming required subcontracts. As of April 1, 2019, the M&O contractor will continue minimum necessary operations and maintenance activities for MFFF Government property including the management and disposition of temporary facilities, inventories of equipment, materials, documents, and records; and initiate project closure activities in accordance with DOE O 413.3B. (Mod 908)

(3) Waste Solidification Building (WSB): The Waste Solidification Building sub-project will

provide a disposition path for MFFF and PDCF liquid radioactive waste streams, e.g., MFFF High Alpha waste stream, MFFF Stripped Uranium waste stream, and PDCF Laboratory liquid waste stream. The Contractor shall provide Title II and Title III Engineering (rather than engineering support), Construction Management, Startup Testing, and Facility Operation

(4) Highly Enriched Uranium (HEU) Blend Down Project: The United States declared over 174 metric tons (MT) of HEU surplus to defense needs. The Uranium Program includes disposition of the Off-Specification HEU material from SRS to the Tennessee Valley Authority (TVA). These materials include solutions processed from both irradiated and unirradiated fuel as well as HEU ingots. The Contractor shall blend, load and ship the Low Enriched Uranium material. The Contractor shall prepare ingots for shipment directly to the TVA fuel manufacturer.

(5) The Contractor shall also provide scientific, technical, program, and project expertise to support the following programs:

(i) Reserved (Mod 986)

(ii) Foreign Research Reactor (FRR) Fuel Program: The Contractor shall assist foreign entities with arranging shipments and supporting shipping activities, be responsible for receipt and storage of spent nuclear fuel at SRS, and perform offsite radiological support activities.

(c) Radiological Assistance Program (RAP)

The Contractor shall support NNSA in executing the RAP within DOE Region 3, which encompasses the states of Alabama, Florida, Georgia, North Carolina, and South Carolina. The mission of RAP is to provide a deployable, tailored capability to assist other Federal, State, Tribal and local agencies, as well as private businesses and individuals, in responding to offsite incidents involving nuclear/radiological materials. RAP responds to a variety of incidents, including those involving fixed facilities, transportation events, lost or stolen sources, nuclear weapons, and terrorist use or threatened use of nuclear/radioactive materials. The Contractor shall maintain the plans, procedures, trained personnel, and calibrated equipment necessary to accomplish the RAP mission. In addition, the Contractor shall support RAP by providing teams, with rotating on-call duties, such that one team is continuously ready for deployment.

(d) Proposed Savannah River Plutonium Processing Facility (SRPPF)

The SRPPF project will include design, procurement, construction and startup of plutonium pit processing, process support equipment, and balance of plant systems necessary for the SRPPF to produce War Reserve plutonium pits. The project will also include demolition and removal of the process equipment and utility commodities intended for fuel fabrication previously installed in the existing Mixed Oxide Fuel Fabrication Facility (MFFF) concrete structure, 226-F. The transition of building 226-F and supporting project infrastructure/equipment will include the turnover of all necessary design and quality documentation, along with stewardship of the transitioned property. The cornerstone of the SRPPF project is the repurposing of the partially completed robust concrete structure, building 226-F, using existing former MFFF support facilities to the maximum extent and building additional facilities as required.

From October 2018 to July 2019, the SRPPF project was initiated. A project team was formed and staffed, an estimate and schedule for delivery of CD-1 was submitted, conceptual design for process equipment and balance of plant systems was begun, critical project management documents required by DOE Order 413.3B, such as the safety basis strategy and functional operating requirements were started, and an implementation plan for the NNSA Program Requirements Document (PRD) was developed. This level of activity supported the accelerated project completion date required by NNSA of 2025 and full production of pits by 2030. (Mod 908)

C-3.4 Landlord Services and Site Support (Amendment 003)

The Contractor shall execute assigned landlord responsibilities and provide a range of services to other organizations doing work on the SRS. This section includes ES&H; Engineering and Construction; Operations Support; and Business Services.

(a) ES&H

(1) Sitewide ES&H Program

The Contractor shall conduct a comprehensive ES&H program that provides for the protection of workers, the public, and the environment. The Contractor shall include provisions for the protection of human health and safety and the environment in all activities for which it has contractual responsibilities. The Contractor shall implement and continuously improve the existing ES&H program and shall conduct its activities in full compliance with ES&H requirements per the contract clauses in Section H entitled "Environment, Safety and Health" and Section I entitled "Laws, Regulations, and DOE Directives" and "Integration of Environment, Safety and Health into Work Planning and Execution." The Contractor shall include, as a minimum, the following disciplines as part of its ES&H program:

- Nuclear safety (including criticality safety);
- Occupational, industrial, and construction safety;
- Industrial hygiene;
- Quality Assurance;
- Radiation protection;
- Hazardous material management;
- Environmental Management System;
- Environmental permitting and compliance (including NEPA);
- Environmental monitoring;
- Pollution prevention and waste minimization;
- Technical training and qualification;
- Conduct of operations and occurrence reporting; and
- Radiological assistance and/or support for emergency response.

As part of its overall performance assurance program, the Contractor shall implement a sitewide

ES&H program, including the assumption, management, improvement, and integration of an Integrated Safety Management System (ISMS), that not only covers the Contractor's organizations but also other organizations performing work for the Contractor via subcontracts and other agreements at SRS. The Contractor shall manage the overall site ES&H program which shall be followed by all site contractors, subcontractors, vendors, and suppliers, as required by their individual contracts or agreements; however, the Contractor shall only be responsible for compliance of its operations and those of its subcontractors and not responsible for the performance or compliance of other contracts over which it possesses no direct contractual relationship. In managing the Site ES&H program, the Contractor shall work with and coordinate with other Site organizations and contractors to ensure consistent programs are implemented at SRS to realize efficiencies and cost savings for the overall Site. The Contractor shall provide appropriate support, as needed, in emergency situations. The Contractor shall also provide ES&H support to others when directed by DOE; this may include activities such as onsite and offsite environmental analysis and assisting in the preparation of required regulatory information.

The Contractor shall implement and maintain a set of requirements to ensure the protection of human health and safety and the environment. In the event the Contractor becomes out of compliance, appropriate action to protect human health and safety and the environment shall be taken until compliance is reestablished. When activities are not in compliance with appropriate requirements, the Contractor shall accept notices of violations or fines in accordance with the provisions of the contract clause in Section H entitled “Contractor Acceptance of Notices of Violations/Fines and Penalties.” Although the Contractor shall not be responsible for ES&H compliance of other site contractors with which it does not possess a direct contractual relationship, the Contractor shall report to DOE any known or suspected performance of other site contractors which is not in compliance with the site ES&H program requirements.

The Contractor shall work effectively with other site contractors, subcontractors, and external organizations (e.g., the DNFSB, South Carolina Department of Health and Environmental Control, Environmental Protection Agency) to maintain and improve ES&H performance at SRS. The Contractor shall ensure ES&H excellence in their subcontractor performance and flow-down of all applicable requirements to their subcontractors. The Contractor shall consider ES&H performance as an evaluation factor in the selection of subcontractors performing work in Government owned or leased facilities.

The Contractor shall periodically evaluate the site ES&H program for effectiveness by using management and independent assessments, monitor ES&H performance continuously by the use of ES&H performance indicators, and effect continued ES&H improvement in a cost-effective manner. The Contractor shall use these tools and others identified in its contractor assurance system in the implementation of DOE Order 226.1, Implementation of Department of Energy Oversight Policy.

(2) Development and Maintenance of Nuclear Safety Documentation

As part of the overall Site ES&H program, the Contractor shall be responsible for implementing a program that will ensure that nuclear safety requirements are implemented consistently across SRS and for periodically evaluating the program’s effectiveness. The Contractor shall comply with 10 CFR 830 which includes the safety basis and quality assurance requirements for contractors and operators of Hazard Category 1, 2, and 3 DOE nuclear facilities to develop and maintain a safety

basis and to perform work in accordance with the safety basis. The major components of the safety basis for a nuclear facility include the Documented Safety Analysis, the Technical Safety Requirements, and an Unreviewed Safety Question process.

The Contractor shall ensure that facilities that contain many different types of hazards are addressed in a systematic and integrated way. A hazardous facility's safety basis is its specific safety strategy. The Contractor shall operate facilities in accordance with the DOE approved safety basis.

(b) Engineering and Construction

The Contractor shall perform engineering, design, and construction management as needed for its activities within this Scope of Work and for other SRS activities as directed by the CO. The Contractor shall use appropriate contracting mechanisms for design and construction services, with a preference for fixed-price, performance-based contracting to the maximum extent practicable. DOE reserves the right to assign design and construction management responsibility for individual projects to organizations other than the Contractor.

The Contractor shall perform the following for its activities and for other activities as directed by the CO.

(1) Engineering, Design and Technical Services. The Contractor shall provide or procure centralized engineering services to implement programs for:

- Planning and integrating all activities related to engineering, design, procurement, and construction services;
- Architect-engineering services in accordance with South Carolina Code of Laws Title 40 as required to support design activities;
- Engineering automation to include assumption of maintenance of, and improvements to, the existing SRS computer based engineering, design, and construction support systems, which include CAD (Intergraph Microstation) and 3-D modeling capability (Intergraph PDS);
- Systems engineering;
- Configuration management;
- Suspect parts;
- All Site geotechnical activities including associated analysis and engineering;
- Nuclear Safety engineering to include criticality engineering;
- Pressure protection to include the capability to satisfy the ASME “R” and “U” stamp requirements;
- Natural phenomena hazards mitigation engineering;
- Engineering document control;
- Process and Control engineering;
- Geographic Information Services;

- A systematic project management system which provides cost estimating, scheduling, and change control systems for establishment and maintenance of an appropriate technical baseline;
- Non-destruction testing and examination services;
- Fire protection system design and engineering;
- Welding training and certification program for on-site activities which may include unique and exotic materials and processes; and
- Quality assurance and control services to support various site activities that are based on but not limited to International Building Code, ISO 9000, Six Sigma, and ASME NQA-1.

(2) Construction Management Services. The Contractor shall provide or procure:

- Construction services as required to meet contract requirements;
- Capabilities for maintenance and repair of facilities, heavy equipment, and infrastructure;
- Services to assume, revise, implement, and maintain an effective construction safety program;
- Construction services that satisfy the South Carolina Code of Laws Title 40 requirements for construction contractors and managers;
- Construction and fabrication services for existing and new equipment, and existing contaminated equipment; and
- Maintenance services for large portable equipment customarily used in providing construction and transportation services.

(3) Integration Services. The Contractor shall implement, maintain, and/or enhance the following for its activities and for other activities as directed by the CO:

- A Conduct of Engineering and Construction program;
- Engineering and construction, and site standards;
- Designs that properly reflect all customer/engineering/ construction interfaces and requirements;
- A centralized and standardized specification system similar to industry;
- A centralized final technical document review system that applies to all site final design and/or final technical documents prior to release for solicitation;
- Other construction related services, such as schedule coordination to avoid conflict with other projects; construction site orientation; safety program monitoring; utility service coordination; security badging; determination of progress payments for work accomplished; change management; and management of construction goods and services; and
- Cost, technical, and schedule performance measures in subcontracts.

(c) Operations Support

The Contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, "Strengthening Federal Environmental, Energy, and Transportation Management." The Contractor will maintain and update, as appropriate, its Site Plan (as required elsewhere in the contract) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. The above work scope will be prioritized annually within the DOE-CFO approved funding levels. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third-party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized. (Modification 028)

The Contractor shall implement site-wide programs and coordinate their implementation with all site organizations. The Contractor shall provide technical support for all its activities and operations. The Contractor shall also provide technical support for other organizations as directed by the CO or as requested by other organizations and approved by the CO. Except as otherwise directed by the CO, services to other contractors generally do not extend to within their facilities or areas under the control of other tenant organizations. These services include, but are not limited to:

- Infrastructure maintenance (e.g., roads, bridges, dams, parking lots, and grounds) except as controlled by other tenant organizations;
- Maintenance and repair of facilities and equipment;
- Operation of utility systems including water, sewage, electrical and steam distribution;
- Transportation and traffic management;
- Receiving, inspection, and distribution;
- Nuclear materials safeguards and accountability;
- Emergency operations;
- Emergency preparedness and response (including coordination with outside agencies)
- Site training;
- Technical and analytical laboratory operations;
- Site Safeguards and Security (excludes physical security and law enforcement services); [Note: DOE letter SITD-14-016 deleted from this contract work scope related to requirements for Technical Security Countermeasures associated with DOE Order 471.6, Change 1, *Information Security*.]
- Personnel security and badging;
- Facility and site use planning; and
- Historic Preservation.
- Transportation and Mechanical Services which include emergency specialty equipment services, transportation services on site and off site (non-nuclear), fuel management (all types), fire protection engineering, and fire test and maintenance (outside the nuclear fence). (Modification A023)

(d) Business Services

(1) The Contractor shall provide general planning, management and administrative services for all its activities and for other organizations as directed by the CO. Business services include, but are not limited to:

- Strategic planning, program planning, and long and short range planning;
- Procurement;
- Accounting, budgeting and financial management;
- Personnel administration;
- Labor relations;
- Employee concerns;
- Information resources management, development, and operation;
  (Note: DOE letter SITD-14-016 deleted from this contract work scope related to requirements for Technical Security Countermeasures associated with DOE Order 471.6, Change 1, *Information Security*.)
- Real and personal property management;
- Legal;
- Internal Oversight (internal audit and contracts audit);
- Public Affairs; and
- Other administrative services.
- Health and Human Services which include medical services, injury/illness record-keeping and monitoring, and health physics instruments calibration and distribution. (Modification A014)
- Information Management Services, which include information strategic planning, Information Systems development, systems engineering infrastructure upgrades and improvements, system integration and configuration management, desktop/WAN production (operations, Help Desk, maintenance), cyber security program management, communications infrastructure including maintenance of radios, pagers, radio towers, conferencing (video and telephone) and cellular communications. (Modification A014)

(2) The Contractor shall provide project costs in a manner that enables input into the DOE Environmental Cost Analysis System (ECAS) database.

C-3.5 Other Capital Construction Project Support to DOE-SR, or NNSA (Mod 1067)

The Contractor shall, upon request of DOE, provide additional services and/or support to DOE-SR, or NNSA including execution of Capital Construction Projects under DOE O 413.3B and the execution of other construction projects or other activities in service to DOE-SR, or NNSA. Such projects or activities will be performed under Sub-CLINs in CLIN 0007 as described in Section B-1.2 and Section H-71.

CLIN 0007 Capital Construction Projects (Mod 1067)

(1) CLIN 0007 Sub-CLIN 0007AA - Savannah River Plutonium Processing Facility (SRPPF) (Mod 1067)

In February 2018, the Department of Defense issued the *Nuclear Posture Review* which recognized that there was no margin for further delay for recapitalizing the physical infrastructure needed to produce strategic materials and components for U.S. nuclear weapons. This resulted in the requirement to "Provide the enduring capability and capacity to produce plutonium pits at a rate of no fewer than 80 pits per year by 2030" to maintain the nation's nuclear deterrent.

To achieve this requirement, NNSA released its recommendation to pursue a two-site solution for production of 80 pits per year - Los Alamos National Laboratory (LANL) would produce at least 30 War Reserve (WR) pits per year (PPY) during 2026 and SRS would produce at least 50 WR PPY during 2030. Based on repurposing SRS Building 226-F for the 50 PPY production rate, SRNS submitted and received NNSA approval of a conceptual design package (CD-1) for the SRPPF Project.

SRS's Building 226-F is being repurposed as the Savannah River Plutonium Processing Facility (SRPPF). The SRPPF is being designed and constructed with a 50-year operating life. The facility will provide a safe, secure, environmentally compliant pit manufacturing capability based on existing manufacturing practices and techniques. The SRPPF will be an integral part of a broader weapons complex, and it is assumed that existing complex production facilities now manufacturing non-plutonium pit components will continue to be suppliers in the future and will support SRPPF plutonium pit production. The primary source of SRPPF feedstock material will be in the form of pits shipped to the SRPPF for recycling. These returned pits will be disassembled to recover plutonium and uranium. Recovered plutonium will be purified to remove impurities accumulated through aging and recycled in the production of new pits. Purified plutonium will be cast, machined, and assembled into acceptable pits for the enduring U.S. Nuclear Weapons Stockpile. This will be accomplished using a production line with capabilities from the foundry capable of producing 50 pits per year (ppy).

The SRPPF will include analytical chemistry and material characterization labs to determine the chemical constituents, isotopic fractions, bulk properties, and other chemical attributes, as appropriate, of samples generated throughout the pit fabrication flowsheet, including the material supply, recycle, and waste management operations. The SRPPF will include process development space to develop and introduce new fabrication processes into the fabrication lines without adversely affecting ongoing manufacturing operations.

The High-Fidelity Training and Operations Center (HFTOC) will provide a cold unclassified and cold classified (up to Secret /Restricted Data) training and process development capability at Savannah River Site to support operator certification and qualification, cold Development, Operational Readiness Review preparation, First Production Unit acceleration, parallel path development for project and program, production ramp-up, and continuous employee training. The HFTOC requires equipment and processes that are fully enclosed in gloveboxes with inert atmospheres and connected via a material handling trunkline as well as free standing processes that are part of the complete production flow sheet.

Major elements of the SRPPF Project scope of work include, but are not limited to the following:

- Manage and oversee all engineering, procurement, construction, and commissioning activities to deliver the SRPPF and HFTOC
- Perform site preparation, utility, and infrastructure work needed to prepare the site for SRPPF construction activities. utility, and infrastructure work needed to prepare the site for SRPPF construction activities.
- Remove (D&R) existing commodities and equipment from the main process building and prepare for the new SRPPF equipment and layout
- Develop specifications and datasheets for all SRPPF engineered equipment.
- Provide procurement and vendor support for engineered all SRPPF equipment.
- Design, construct, and start-up test all processing and BOP systems, structures, and components associated with Building 226-F
- Design and construct a new Maintenance/Construction Support Building
- Design and construct a new Physical Security System (PSS) to protect the SRPPF plutonium mission

Code of Record

- Savannah River Plutonium Processing Facility (SRPPF) Project Program Requirements Document, Rev. 3 (January 2022).
- SRPPF Project Code of Record, P-ESR-F-00008, Rev. 3.
- SRPPF Project Equipment List, V-MEL-F-00001, Rev. 5.
- Baseline (dated) at time of contract modification execution.

C-4 INTERFACES WITH OTHER SITE USERS

Within 60 days after the start of transition, the Contactor shall develop, for CO approval, an SRS Interface Management Plan (IMP) to identify and manage all site interfaces and to provide site landlord services to DOE, NNSA, DOE/NNSA contractors, and tenant entities engaged in onsite activities. The Contractor SRS-IMP will become part of the contract as Section J, Appendix N. The Plan will also incorporate contractors and subcontractors to these entities, as directed by the CO. The Contractor shall be responsible for developing and implementing a plan for interfacing and integrating activities with other site contractors and tenant entities consistent with DOE technical direction. These services shall be provided in accordance with existing or newly developed memoranda of understanding or other appropriate agreements. Services may be provided by the Contractor on a cost recoverable basis as approved by the CO.

C-5 WORK FOR OTHERS/TECHNOLOGY TRANSFER

The Contractor shall conduct the Work for Others program consistent with this contract and applicable DOE Directives. All Work for Others activities shall be approved in advance, in writing, by the CO.

The Contractor shall perform Technology Transfer activities in accordance with the clause in Section I entitled DEAR 970.5227-3 "Technology Transfer Mission." The Contractor shall identify technology transfer opportunities to share with industry. The Contractor shall routinely, as a matter of conducting business, identify and evaluate technologies that are potential candidates for commercial exploitation. Upon CO approval, the Contractor shall establish industry partnerships that will allow the appropriate sharing of technologies using all means allowable under the Stevenson-Wydler Technology Innovation Act of 1980.

C-6 RESPONSIBILITIES FOR SPONSORSHIP, MANAGEMENT AND ADMINISTRATION OF CONTRACTOR EMPLOYEE PENSION AND OTHER BENEFITS PLAN

The Contractor shall be the main sponsor of the multiple employer pension plan, herein referred to as the Plan, for Incumbent Employees (and retired plan participants) with responsibility for management, administration, funding, coordinating contributions from other plan sponsors and maintaining the qualified status of the plan. The Contractor shall also sponsor and be responsible for management and administration of welfare benefit plans for Incumbent Employees. In addition, the Contractor shall sponsor and be responsible for management and administration of the pension and medical benefit plans for Non-Incumbent Employees. The requirements associated with these responsibilities are set forth in section H.14, Employee Compensation: Pay and Benefits.

Although the Contractor will be the main sponsor of the Plan, it will only be responsible for funding pension contributions for Incumbent Employees working under this Contract. The contractor for the Liquid Waste contract, the Savannah River National Laboratory Management and Operations Contract (Mod 986), and other DOE prime contractors will also be participating sponsors of the Plan. These contractors will be responsible for pension contributions for employees employed under their respective contracts.

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

SECTION **Page**

D-1 PACKAGING 1
D-2 MARKING 1

PART I - THE SCHEDULE

SECTION D: PACKAGING AND MARKING

D-1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder, shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D-2 MARKING

Each package, report, or other deliverable shall be accompanied by a letter or other document which:

- Identifies the contract number under which the item is being delivered; and
- Identifies the contract requirement or other instruction which requires the delivered item(s).

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

SECTION **Page**

E-1 INSPECTION OF SERVICES – COST-REIMBURSEMENT (FAR 52.246-5) (APR 1984) 1
E-2 ACCEPTANCE 1
E-3 CERTIFICATION 1

PART I - THE SCHEDULE

SECTION E: INSPECTION AND ACCEPTANCE

E-1 INSPECTION OF SERVICES – COST-REIMBURSEMENT (FAR 52.246-5) (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and (2) reduce any fee payable under the Contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, the Government may (1) by Contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or (2) terminate the Contract for default.

E-2 ACCEPTANCE

Acceptance for all work and effort under this Contract shall be accomplished by the CO or any other duly authorized representative.

E-3 CERTIFICATION

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act. (Modification A024)

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

SECTION **Page**

F-1 TERM OF CONTRACT 1

F-2 PRINCIPAL PLACE OF PERFORMANCE 1

F-3 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989) .....
(ALTERNATE I) (APR 1984) 1

F-4 OPTION TO EXTEND THE TERM OF THE CONTRACT (Amendment 002).....2

F-5 EXERCISE OF OPTION(S) 2

PART I - THE SCHEDULE

SECTION F: DELIVERIES OR PERFORMANCE

F-1 TERM OF CONTRACT

This Contract shall be effective as specified in Block No. 28-Award Date, of Standard Form 33 and shall continue up to and including September 30, 2026 (Mod 1036), unless sooner terminated according to its terms. The Contract may be extended in annual increments, or portions thereof, for up to an additional period of five years of performance in accordance with the clause in Section F entitled "Option to Extend the Term of the Contract".

The period for the transition from the incumbent Contractor to the Contractor shall begin on the date of award and extend for a period of approximately 90 days until such time that transition activities are complete and the Contracting Officer (CO) notifies the Contractor of the date the Contractor shall assume responsibility for the complete statement of work. The transition term shall be for the transition activities identified in Section J, Appendix A, Transition Plan.

[NOTE: Mod. A024, 090, 255, 348, 359, 627, 791, 857, 915, 994, 1036.

The contractor shall complete all work funded by this modification as follows:
P&R: 6/30/13, D&M: 9/30/11, Other Sitewide Areas: 9/30/11, and TRU Waste: 07/31/13.]

F-2 PRINCIPAL PLACE OF PERFORMANCE

The work under this Contract is to be carried out at a variety of locations, with the principal location of performance being the Savannah River Site near Aiken, South Carolina.

F-3 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989) (ALTERNATE I) (APR 1984)

The CO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period for 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the CO shall either:

- Cancel the stop-work order; or
- Terminate the work covered by the order as provided in the Termination Clause of the Contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The CO shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof and in any other terms of the Contract that may be affected, and the Contract shall be modified, in writing, accordingly, if:

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that if the CO decides the facts justify the action, the CO may receive and act upon a proposal submitted at any time before final payment under this Contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the CO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-4 OPTION TO EXTEND THE TERM OF THE CONTRACT (Amendment 002)

(a) Consistent with FAR 52.217-9, "Option to Extend the Term of the Contract," the Government may extend the term of this Contract by written notice to the Contractor not less than 30 days prior to the end of the period of performance, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 12 months before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this Contract shall not exceed ten years, not including the transition period.

F-5 EXERCISE OF OPTION(S)

The DOE has included an option to extend the term of this Contract in order to demonstrate the value it places on quality performance. The DOE has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing, by the CO or designated representative. When deciding whether to exercise the option, the CO will consider the quality of the Contractor's performance under this Contract.

The Option Periods, from 08/01/13 through 07/31/18, may be for a period(s) of one year up to five years. The CO will determine the duration of the option period(s) at the time of written notification to the Contractor. The total term shall not extend beyond 07/31/18.

Pursuant to this modification (791), the period of performance of the contract has been extended to July 31, 2019.

Pursuant to this modification (857), the period of performance of the contract has been extended to September 30, 2020.
Option 1 period of performance of the contract is October 1, 2020 – September 30, 2021
Option 2 period of performance of the contract is October 1, 2021 – September 30, 2022

Pursuant to this modification (917), the period of performance of the contract has been extended to September 30, 2021.

Pursuant to this modification (994) the period of performance of the contract has been extended to September 30, 2022.

Pursuant to this modification (1036), the period of performance of the contract has been extended to September 30, 2026.
i. Option period of performance up to 12 months - October 1, 2026 - September 30, 2027

[Note: The Option Periods from 08/01/13-09/30/13, 10/01/13-09/30/14, 10/01/14-09/30/15, and 10/01/15-09/30/16 were exercised via Mod 286 (which extended the performance period to 09/30/16), and subsequently the Option Periods from 10/01/16-09/30/17 and 10/01/17-07/31/18 were exercised via Mod 627 thereby extending the contract performance period to July 31, 2018. Mod 791 extended the contract through 7/31/19 Mod 857 extended the contract through 9/30/2020 with two one-year options. Mod 917 exercised the first option period extending contract through 9/30/2021. Mod 994 exercised the second option period extending contract through 9/30/2022 Mod 1036 extended the contract through 9/30/26 with up to one year option.]

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

SECTION **Page**

G-1 GOVERNMENT CONTACTS & CORRESPONDENCE PROCEDURES (MOD 1109) .1

G-2 RESERVED (MOD 1109) 3

G-3 RESERVED (MOD 1109) 3

G-4 CONTRACTOR CONTACT 3

G-5 MONTHLY COST REPORTS (Applicable to the Recovery Act Work) (ModificationA024, paragraph K) 3

G-6 INDIRECT CHARGES (Applicable to the Recovery Act Work) (Modification A024, paragraph K) 4

PART I - THE SCHEDULE

SECTION G: CONTRACT ADMINISTRATION DATA

G-1 GOVERNMENT CONTACTS & CORRESPONDENCE PROCEDURES (Mod 1109)

The NNSA Field Office Manager, Savannah River Field Office (SRFO), is the Contractor's point of contact for all operational matters as authorized by directives and orders that are contained in the contract, except as identified in paragraphs (b) through (g) below, regarding performance of this Contract.

SRFO Administrative Contracting Officers (ACOs) are primarily responsible for all contractual and administrative matters except as identified in paragraphs (b) through (g) below. SRFO ACOs are the Contractor's primary point of contact except as identified in paragraphs (b) through (g) below.

The Savannah River Field Office Manager and ACOs can be reached at:

U.S. Department of Energy
NNSA Savannah River Field Office
Attn: SRFO Manager
P.O. Box A
Aiken, SC 29802

U.S. Department of Energy
NNSA Savannah River Field Office
Attn: SRFO ACO
P.O. Box A
Aiken, SC 29

(b) The Director, Savannah River Site Acquisition and Project Management Office, is responsible for oversight and management of all NNSA Capital Projects conducted at the Savannah River Site. Construction Contracting Officers (CCOs) at the Savannah River Site are responsible for all NNSA contractual and administrative matters related to NNSA Capital Projects conducted at the Savannah River Site under CLINs 0001 and 0007. The Director, Savannah River Acquisition and Project Management Office and CCOs can be reached at:

Director
U.S. Department of Energy/NNSA
Savannah River Site Acquisition and Project Management Office (NA-94)
P.O. Box A
Aiken, SC 29802

Construction Contracting Officer
U.S. Department of Energy/NNSA
Savannah River Site Acquisition and Project Management Office (NA-94)
P.O. Box A
Aiken, SC 29802

(c) The Manager, Savannah River Operations Office, is responsible for oversight and management of all Office of Environmental Management (EM) projects and requirements conducted at the Savannah River Site. EM Administrative Contracting Officers (EM ACOs) at the Savannah River Site are responsible for all contractual and administrative matters related to EM projects and requirements performed under CLINs 0001 through 0007 that do not impact NNSA missions. The Manager, Savannah River Operations Office and EM ACOs can be reached at:

Manager
U.S. Department of Energy
Office of Environmental Management
Savannah River Operations Office
P.O. Box A
Aiken, SC 29802

Administrative Contracting Officer
U.S. Department of Energy
Savannah River Operations Office
Office of Acquisition Management
P.O. Box A
Aiken, SC 29802

(d) Procuring Contracting Officers (PCOs) assigned to NNSA Office of Partnership and Acquisition Services, M&O Contracting Branch are responsible for all contractual actions required to be taken by the Government under the terms of this Contract. The assigned M&O Contracting Branch PCO can be reached at:

Procuring Contracting Officer
U.S. Department of Energy/NNSA Savannah River Field Office
M&O Contracting Branch (NA-PAS-211)
P.O. Box A
Aiken, SC 29802

(e) The Patent Counsel for items concerning patent, intellectual property, technology transfer, copyright, open source, licenses and technical data issues is identified below. Correspondence being sent to the DOE/NNSA Patent Counsel should be addressed to:

U.S. Department of Energy, NNSA Patent Counsel
Office of the General Counsel (NA-GC)
NNSA Albuquerque Complex
24600 20th St SE
Kirtland Air Force Base
Albuquerque, NM, 87117-5507

(f) The Contractor may use the Organizational Property Management Officer as a point of contact for guidance and assistance involving Personal Property requirements. The Procuring Contracting Officer shall be contacted for any matter that involves a change in any of the express terms and conditions of the Contract. Correspondence being sent to the Organizational Property Management Officer should be addressed to:

U.S. Department of Energy/National Nuclear Security Administration
Organizational Property Management Officer (OPMO)

Personal Property Albuquerque
NNSA Albuquerque Complex
24600 20th St SE
Kirtland Air Force Base
Albuquerque, NM, 87117-5507

(g) The Contractor may use the NNSA Headquarters (HQ) Certified Realty Specialist (CRS) as a point of contact for guidance and assistance involving the Acquisition of Real Property. The Procuring Contracting Officer shall be contacted for any matter that involves a change in any of the express terms and conditions of the Contract. Correspondence being sent to the HQ CRS should be addressed to:

U.S. Department of Energy/National Nuclear Security Administration
Director
NNSA Real Estate Division, NA-913
NNSA Albuquerque Complex
24600 20th St SE
Kirtland Air Force Base
Albuquerque, NM, 87117-5507

(h) Technical and Administrative Correspondence: Technical and administrative correspondence concerning performance of this Contract shall be addressed to the responsible Contracting Officer Representative (COR), with an information copy to the Contracting Officer.

(i) Marking: To promote timely and effective administration, correspondence submitted under this Contract shall contain a subject line commencing with the Contract number, as illustrated:

SUBJECT: Contract Number DE-AC09-08SR22470, Subject Topic (insert subject topic after Contract Number, e.g., "Request for subcontract placement approval").

G-2 RESERVED (MOD 1109)

G-3 RESERVED (MOD 1109)

G-4 CONTRACTOR CONTACT

The Contractor shall identify to the SR CO the contracting contact who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the contractor.

G-5 MONTHLY COST REPORTS (Applicable to the Recovery Act Work) (Modification A024, paragraph K)

The following reporting procedure shall apply to submission of monthly cost reports for Recovery Act work specified in this modification.

The contractor shall separately identify costs that pertain to the Recovery Act work. The contractor shall provide a monthly report that identifies the total amount drawn on the letter of credit. This monthly report shall separate and identify Recovery Act costs associated with each appropriation at the Recovery Act program and project levels.

The contractor shall certify in each monthly report that the costs included in the report for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with this modification work scope.

G-6 INDIRECT CHARGES (Applicable to the Recovery Act Work) (Modification A024, paragraph K)

Indirect Charges

In accordance with the general principles of the Recovery Act the contractor must take the following steps to minimize the impacts of indirect costs and enhance transparency and accountability of projects:

Clearly identify the estimated full cost of projects to include total direct and indirect costs, indirect costs rates, and adjust existing indirect cost rate to account for the material infusion of funds provided in the Recovery Act;

Exempt funds from contract cost base for management fees and distributing Laboratory Directed Research and Development or similar funds taxing programs;

Ensure all funds transferred by SRNS are completed using the Approved Funding Program process described in Chapter 12 of the Accounting Handbook; and

Ensure the Federal Administrative Charge (FAC) of three percent is waived on reimbursable work funded by the Recovery Act and performed by Departmental Federal offices or SRNS.

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

SECTION **Page**

H-1 ACCESS TO DOE–OWNED OR LEASED FACILITIES 1
H-2 ACCOUNTING FOR PERFORMING ENTITY 1
H-3 RESERVED (Amendment 003)....2
H-4 APPLICATION OF SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351) TO THE PERFORMING ENTITY 2
H-5 ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS....2
H-6 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY (IT) 2
H-7 CONFIDENTIALITY OF INFORMATION....3
H-8 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION(S) AND FINES AND PENALTIES....4
H-9 RESERVED 4
H-10 DEFENSE NUCLEAR FACILITIES SAFETY BOARD (DNFSB)....4
H-11 DISCRIMINATION IN EMPLOYMENT....4
H-12 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE 5
H-13 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (DOE ACQUISITION LETTER 2006-01 DATED 10/27/05)....5
H-14 EMPLOYEE COMPENSATION: PAY AND BENEFITS....6
H-15 EMPLOYEE CONCERNS PROGRAM....16
H-16 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)....16
H-17 ENVIRONMENTAL JUSTICE....17
H-18 ENVIRONMENTAL PERMITS AND APPLICATIONS 17
H-19 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT 18
H-20 HOME OFFICE EXPENSES 19
H-21 LABOR RELATIONS 19
H-22 LITIGATION MANAGEMENT PROCEDURES 19
H-23 LOBBYING RESTRICTIONS....20
H-24 NUCLEAR MATERIAL FACILITY OPERATIONS 20
H-25 OPEN COMPETITION AND LABOR RELATIONS IN MANAGEMENT AND OPERATING AND OTHER MAJOR FACILITIES CONTRACTS (DEC 2002) 21
H-26 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN....21
H-27 PERFORMANCE BASED MANAGEMENT AND OVERSIGHT....22
H-28 PERFORMANCE BASED INCENTIVES 23

H-29 PERFORMANCE GUARANTEE (Mod 1050) 25
H-30 PERFORMANCE/TECHNICAL DIRECTION 25
H-31 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS 26
H-32 PRIVACY ACT SYSTEMS OF RECORDS (SOR) 27
H-33 PROVISIONAL PAYMENT OF INCENTIVE FEE 28
H-34 QUALITY ASSURANCE SYSTEM 28
H-35 RECOGNITION OF PERFORMING ENTITY 28
H-36 REPORTING REQUIREMENTS (For NNSA Reporting) 29
H-37 REPRESENTATIONS AND CERTIFICATIONS 30
H-38 RESPONSIBLE CORPORATE OFFICIAL (Mod 736) 31
H-39 RIGHTS TO SUBCONTRACTOR PROPOSAL DATA 31
H-40 SEGREGATION OF COSTS 31
H-41 SEPARATE CORPORATE ENTITY 31
H-42 SMALL BUSINESS SUBCONTRACTING PLAN 32
H-43 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT 32
H-44 STOP WORK AND SHUT DOWN AUTHORITY - ENVIRONMENT, SAFETY AND HEALTH 32
H-45 SUBCONTRACTOR SELECTION 33
H-46 SUBCONTRACTS 33
H-47 SUPPORT TO OTHER SITE CONTRACTORS 33
H-48 NO THIRD PARTY BENEFICIARIES 34
H-49 RESERVED 34
H-50 TRANSITION TO FOLLOW-ON CONTRACT 34
H-51 TYPE OF CONTRACT (Mod 898) 35
H-52 UNCLASSIFIED CONTROLLED INFORMATION (UCI) 35
H-53 WITHDRAWAL OF WORK 35
H-54 RESERVED (Mod 181) 36
H-55 RESERVED 36
H-56 RISK MANAGEMENT AND INSURANCE PROGRAMS (Mod 523) 36
H-57 WORKFORCE TRANSITION 39
H-58 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (Mod 408) 39
H-59 COST REPORTING 40
H-60 CERTIFICATION OF CONTRACTOR'S EARNED VALUE MANAGEMENT SYSTEM (EVMS) (Modification M022) 41
H-61 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT of 2009 (Apr 2009) (Modification A024) ..41
H-62 IMPLEMENTATION OF ITER AGREEMENT ANNEX ON INFORMATION AND INTELLECTUAL PROPERTY (Modification 065) 43

H-63 PROJECT MANAGEMENT CONTROLS (Modification 053, 085, 097) *(Mod. 085 states this Clause should be H-61. Mod. 097 states this clause is corrected to read H-63.)* 44
H-64 JAPAN INDEMNIFICATION (Mod 163 and 167) 55
H-65 INTERIM CONTRACT CLAUSE TO IMPLEMENT EISA 2007 AND E.O. 13514 AT DEPARTMENT OF ENERGY SITES (MOD 166) 55
H-66 NON-FEDERAL AGREEMENTS FOR COMMERCIALIZING TECHNOLOGY (PILOT) (MOD 239) 57
H-67 NNSA/EM STRATEGIC SOURCING PARTNERSHIP (Mod 268) 67
H-68 CONFERENCE MANAGEMENT (Mod 581) 67
H-69 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (Sep 2015) (Mod 580) 69
H-70 WORKFORCE RESTRUCTURING (Mod 855) 70
H-71 CONSTRUCTION PROJECTS (Mod 898) 72
H-72 CONTRACTOR INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (1984) (Mod 903) 74
H-73 RESERVED (Mod 1059) 75
H-74 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014) (Revised) (Mod 1050) 75
H-75 PARENT ORGANIZATION SUPPORT (Mod 1050) 76
H-76 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S) (Mod 1050) 77
H-77 ACCOUNTABILITY (Mod 1117) 78
H-78 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (JUN 2011) (Mod 1117) 78
H-79 LABORATORY, PLANT, AND SITE STRATEGIC PLANNING GUIDANCE (Mod 1117) 78
H-80 CONTRACTOR PERFORMANCE EVALUATIONS (Mod 1117) 79
H-81 MITIGATING SUPPLY CHAIN RISK (OCT 2022) (Mod 1117) 79
H-82 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022) (Mod 1117) 79
H-83 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022) (Mod 1117) 81
H-84 SAFEGUARDING COVERED NNSA INFORMATION, CLOUD COMPUTING SERVICES, AND CYBERSECURITY INCIDENT REPORTING (Mod 1117) 82
H-85 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING (Mod 1121) 89
H-86 PERSONAL PROTECTIVE EQUIPMENT (PPE) STRATEGIC RESERVE (Mod 1148) 92

PART I - THE SCHEDULE

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 ACCESS TO DOE–OWNED OR LEASED FACILITIES

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for an employee obtaining a security clearance.

(b) The Contractor shall assure:

- Compliance with procedures established by DOE in providing its employees with any forms directed by DOE;
- Employees properly complete any forms;
- Employees submit the forms to the person designated by the CO;
- Employees cooperate with DOE officials responsible for granting access to DOE-owned or leased facilities; and
- Employees provide additional information requested by those DOE officials.

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

(d) The Contractor shall return to the CO, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s) upon:

- Termination of this Contract;
- Expiration of this Contract;
- Termination of employment on this Contract by an individual employee; or
- Demand by DOE for return of the badge.

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

H-2 ACCOUNTING FOR PERFORMING ENTITY

All financial data and planning of the entities comprising the performing entity, as identified below, shall be provided for at the same level of detail required of the prime Contractor. All actual financial data shall be included with the prime Contractor's input to the Financial Information System by the dates established by DOE. Actual manpower data will also be reported in a form and manner acceptable to DOE.

H-3 RESERVED (Amendment 003)

H-4 APPLICATION OF SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351) TO THE PERFORMING ENTITY

(a) The Service Contract Act of 1965 is not applicable to this contract. In accordance with the clause in Section I entitled DEAR 970.5244-1 "Contractor Purchasing System" subcontracts awarded by the Contractor are subject to the Act to the same extent and under the same conditions as contracts awarded by DOE.

(b) The Contractor and the CO shall develop a procedure whereby DOE will determine if the Service Contract Act is applicable to particular subcontracts to be awarded by the Contractor. In cases determined to be covered by the Service Contract Act, the Contractor shall prepare SF-98 and 98A "Notice of Intention to Make a Service Contract" and forward it to the CO or his designee to obtain a wage determination.

H-5 ASSUMPTION OF EXISTING AGREEMENTS AND SUBCONTRACTS

(a) Existing contractual agreements entered into by the predecessor contractor will be assumed by the Contractor upon the effective date of assumption of full responsibility under this contract. The contractual agreements shall include all (1) subcontracts and purchase orders; (2) agreements with domestic and foreign research organizations; (3) agreements with universities and colleges; and (4) any other similar agreements.

(b) The terms and conditions of these contractual agreements, as they exist when assumed, shall remain in full force and effect unless modified by the Contractor and the vendor/subcontractor.

H-6 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY (IT)

(a) This contract may involve the acquisition of IT that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that use IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor agrees to (1) obtain the CO's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

(b) Should the Contractor find that any future statements of work or specifications provided to the Contractor do not conform to the IPv6 standard, it must notify the CO of such nonconformance and act in accordance with instructions of the CO.

(c) The Contractor shall identify an employee to act as a liaison with the DOE HQ Chief Information Officer where needed. The Contractor shall also refrain from waiving any requirement unless the waiver has been approved in advance in writing/email by the CO. The Contractor shall provide a copy of any waiver to the CO within 45 days of its execution.

H-7 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

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

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies; or

(4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the CO.

(d) The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all subcontracts.

(f) Technical data is addressed in Section I, DEAR 970.5227-2 – Rights in Data- Technology Transfer (DEC 2000) (DEVIATION).

H-8 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION(S) AND FINES AND PENALTIES

(a) The Contractor shall accept, in its own name, notices of violation(s) (NOV) and fines and penalties if issued directly to the Contractor by Federal or State regulators resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be governed by the clause in Section I entitled, DEAR 970.5232-2 "Payments and Advances." The Contractor shall notify the CO immediately when it receives service from the regulators of NOVs and fines and penalties. If an NOV or a fine/penalty is provided to the Contractor and the Contractor is not responsible for the cited function under this contract, the Contractor shall immediately notify the Government and the regulator. Any NOVs, fines or penalties associated with any act or failure to act before the Contractor assumed responsibility for the site shall be processed in accordance with the clause in Section I entitled, DEAR 970.5231-4 "Pre-existing Conditions."

(b) The Contractor shall respond to all NOVs, fines and penalties issued directly to the Contractor and may conduct negotiations with the regulators. DOE will be fully integrated into these negotiations. However, the Contractor shall not make any commitments or offers to regulators which would bind the Government in any form or fashion, including monetary obligations, without receiving written concurrence from the CO or their authorized representative (who shall be the SR Chief Counsel regarding fines and penalties) prior to making any such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

H-9 RESERVED

H-10 DEFENSE NUCLEAR FACILITIES SAFETY BOARD (DNFSB)

The Contractor shall conduct activities in accordance with those DOE commitments to the DNFSB which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of responses to DNFSB issues and recommendations which affect or can affect Contract work. Based on the CO's direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H-11 DISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations thereunder. Additionally, the Contractor shall comply with all other laws such as, but not limited to, Title VII, 42 U.S.C. Section 2000e, et.seq.

H-12 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE

In the event of a termination for default or termination for convenience, DOE may take possession of all technical information, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary for design, construction, operation, cleanup and closure activities associated with the SOW, subject to the clause in Section I entitled, DEAR 970.5227-2 "Rights in Data – Technology Transfer" of this contract. Technical information includes, but is not limited to, designs, operation manuals, flowcharts, software, work progress reports, and any other information necessary for design, construction, operation, cleanup and closure activities associated with the M&O SOW.

Upon request, the Contractor agrees to grant to the Government an irrevocable, nonexclusive, paid-up license in and to any intellectual property, including any technical information and limited rights data, which are owned or controlled by the Contractor, at any time through completion or termination of this contract and which are necessary for the continued design, construction, operation, cleanup and closure activities associated with the SOW, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license to future contractors for the design, construction, operation, cleanup and closure activities associated with the SOW. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

In addition, the Contractor will take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property for the design, construction, cleanup and closure activities associated with the SOW to DOE or such other third party as DOE may designate.

The obligations under this clause are not dependent upon any payments by the Government. The obligations arise immediately upon the request of the CO.

H-13 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (DOE ACQUISITION LETTER 2006-01 DATED 10/27/05)

(a) The Offeror's subcontracting plan shall assure that Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports are submitted under the Electronic Subcontract Reporting System (eSRS), including all sub tiers.

(b) The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

H-14 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(Note: Revised by Mods 230, 408, 453, 624, and 741)

(a) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of contract transition, a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce. A description of the Contractor Employee Compensation Program should include the following components;

a. Philosophy and strategy for all pay delivery programs.
b. System for establishing a job worth hierarchy.
c. Method for relating internal job worth hierarchy to external market.
d. System that links individual and/or group performance to compensation decisions.
e. Method for planning and monitoring the expenditure of funds.
f. Method for ensuring compliance with applicable laws and regulations.
g. System for communicating the programs to employees.
h. System for internal controls and self-assessment.
i. System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Total Compensation System

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

(c) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts; and planned distribution of funds for the following year.

(2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.

(3) An Annual Compensation and Benefits Report no later than March 15 of each year.

(d) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are the employees who hold regular appointments or who are regular employees of the incumbent contractor.

(A) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by WSRC for at least the first year of the term of the Contract.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by WSRC. Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

(2) Non-Incumbent Employees are new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(A) The Contractor shall submit the below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

(i) Any proposed major compensation program design changes prior to implementation.

(ii) Variable pay programs/incentives. If not already authorized under Appendix A of the contract, a justification shall be provided with proposed costs and impacts to budget, if any.

(iii) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) if a Contractor meets the criteria, as set forth below, it is not required to submit a Compensation Increase Plan (CIP) fund request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase or Promotion/Adjustment fund:

- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.1%.
- The budget used for both Merit and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
- Salary structure adjustments do not exceed the mean WorldatWork average structure adjustments projected for the CIP fiscal year and communicated through the annual Department CIP guidance.
- Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position by market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.

(iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability. The CIP should include the following components and data:

(1) Comparison of average pay to market average pay.
(2) Information regarding surveys used for comparison.
(3) Aging factors used for escalating survey data and supporting information.
(4) Projection of escalation in the market and supporting information.
(5) Information to support proposed structure adjustments, if any.
(6) Analysis to support special adjustments.
(7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year-end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
(8) A discussion of the impact of budget and business constraints on the CIP amount.
(9) Comparison of pay to relevant factors other than market average pay.

(v) After receiving DOE approval of CIP or if criteria in (d)(3)(A)(iii) was met, contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

(vi) Individual compensation actions for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon the initial contract award and when Key Personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).

(B) The Contracting Officer's approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as stated in (d)(3)(A)(vi) above. The base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

(C) Severance Pay is not payable to an employee under this Contract if the employee:

(i) Voluntarily separates, resigns or retires from employment
(ii) However, employees whose applications for Voluntary Self-Select separation pursuant to a DOE-approved workforce restructuring action are accepted will be entitled to the severance benefits consistent with the terms of the DOE Workforce Restructuring Plan for the Savannah River Site.
(iii) Is offered employment with a successor/replacement Contractor,
(iv) Is offered employment with a parent or affiliated company, or
(v) Is discharged for cause.

(D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(e) Pension and Other Benefit Programs

(1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy of written instruction.
(2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions

pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.

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

(A) The Ben-Val, every three years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by Contracting Officer approved comparator companies.. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,

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

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

(5) When benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.

(6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.

(7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum

period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(9) Each Contractor sponsoring a pension and/or postretirement benefit plan will participate in the plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements).

(10) Each contractor will respond to data calls issued through iBenefits, or its successor system.

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

(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

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

(g) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) Each Contractor defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plans(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the

Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

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

(3) For existing Commingled Plans, the Contractor shall maintain and provide annual separate accounting of DOE liabilities and assets as for a Separate Plan.

(4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of the Contract. The PMP shall be submitted in the iBenefits system, or its successor system not later than January 31st of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

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

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

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

(i) Reporting Requirements for Designated Contracts

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

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

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

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

(j) Changes to Pension Plans

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

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

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

(B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs,
(C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans,
(D) the Summary Plan Description, and,
(E) any such additional information as requested by the Contracting Officer.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:

(A) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
(B) provide the dollar estimate of savings or costs, and
(C) provide the basis of determining the estimated savings or cost.

(k) Terminating Operations

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

(1) No further benefits for service shall accrue.

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

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

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

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

(l) Terminating Plans

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

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

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

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

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

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

(7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the,payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(m) Special Programs

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

(n) Definitions

(1) Commingled Plans. Cover employees from the contractor's private operations and its DOE contract work.

(2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.

(3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

(4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.

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

(6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

(7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

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

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

(End of clause)

H-15 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the CO for approval within 90 days of contract award that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions. Guidance for preparation of an ECP Plan is provided in Section J, Appendix I.

H-16 ENVIRONMENT, SAFETY, AND HEALTH (ES&H)

(a) The Offeror shall comply with the existing System Description Document created by the predecessor contractor in accordance with the clause in Section I entitled, DEAR 970.5223-1 “Integration of Environmental, Safety, and Health into Work Planning and Execution.” The Contractor shall submit an update to the existing Integrated Safety Management System (ISMS) Description Document within 120 days of contract award and thereafter each year on September 1, for the following fiscal year. Any

changes to the ISMS Description Document after the CO's or designee's initial approval, shall be approved by the CO or designee.

(b) The initial update of the ISMS Description Document shall include any revisions to those ES&H Plans/Programs (i.e., Quality Assurance Plan, Radiation Protection Plan, Worker Safety and Health Program, Environmental Management System, etc.) approved by DOE as required by the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives."

(c) This Contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract, except with respect to facilities/activities for which separate Authorization Agreement(s) are necessary. Authorization Agreements are to be used to establish, document, and control the safety requirements and other parameters for Category 2 nuclear facilities and other facilities as directed by the CO to ensure adequate protection of the workers, the public, and the environment. Updates and changes to any approved Authorization Agreements(s) shall be subject to CO approval.

H-17 ENVIRONMENTAL JUSTICE

The Contractor shall embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on nondiscrimination in its programs that affect human health and the environment. The Contractor shall assist the Department in complying with the principles of Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations) on Environmental Justice.

H-18 ENVIRONMENTAL PERMITS AND APPLICATIONS

(a) In recognition of the Contractor's responsibility to operate in compliance with all applicable environmental requirements, the Contractor shall sign Resource Conservation and Recovery Act (RCRA) permits and applications as co-operator. DOE shall sign RCRA permits and applications as co-operator and owner if such signature is required by law or Regulatory Agency. The Contractor and other Site Contractors shall sign all other permits and applications as required by law or Regulatory Agency.

(b) To clarify the resulting obligations under the Contract, the parties agree to the following:

(1) DOE agrees that the Contractor shall not incur any liability above and beyond that contemplated by the Contract by reason of the Contractor's execution of environmental permits.

(2) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, such costs shall be allowable. In the event that such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with an acceptable form of financial responsibility. In no event shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

(3) In the event of termination or expiration of this Contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor.

(c) The Contractor will be responsible for interfacing with other Site Contractors, as appropriate, when it pertains to permit applications, environmental monitoring, environmental reporting, and regulatory interactions. DOE will be fully integrated into these processes. Environmental monitoring, reporting, inspection, and control requirements will be defined in either the facility-specific permits issued by the state or in site-wide DOE-approved plans.

(d) The Contractor will be responsible for reviewing and approving deliverables related to Site-wide permits, permit-related plans, and exemption packages developed pursuant to State and Federal environmental regulations, and for forwarding the applications to the state for final approval, as appropriate. For each permit associated with this work-scope, the Contractor will perform the necessary calculations, prepare required reports, design drawings and application forms, security screening of information, and submit the documentation to DOE for review and, when applicable, approval.

(e) The Contractor shall sample all release and emission points, as defined in the applicable permits or as directed by DOE, to support environmental monitoring programs. The Contractor shall monitor impacts on site-wide environmental media. The Contractor shall ensure that environmental monitoring data is collected pursuant to standards and procedures stipulated in the permit and/or applicable regulations. The Contractor shall ensure that all analytical data is collected and analyzed according to applicable methods and standards, and that field and laboratory quality controls and measures are implemented according to applicable standards stipulated in the facility permit. The Contractor shall provide to DOE environmental monitoring data to support operating permits, for which the Contractor has responsibility.

H-19 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT

(a) Unless otherwise directed by the CO, the Contractor shall, during the Transition Period, conduct a joint reconciliation of the incumbent contractor's property inventory covering all items of Government property. Any discrepancies from the existing inventory records shall be reported to the CO. This information will be used to provide a baseline in accordance with the clause in Section I entitled DEAR 970.5245-1, "Property."

(b) All real and personal property, including material and facilities, currently assigned to the incumbent contractor to perform workscope included in this contract will be provided to the Contractor. During the transition period, an inventory of such property in the DOE Facilities Information Management System, Federal Inventory System, and applicable incumbent contractor property databases will be provided to the Contractor. Specifically, the following Property Acceptance requirements will be implemented.

(1) The Contractor shall conduct and complete a full inventory of all special nuclear material and accept full accountability for that special nuclear material during the transition period.

(2) The Contractor shall accept, at the end of transition, transfer of accountability for the remaining government-owned property (real and personal) not covered under

paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, and complete a formal inventory of all other nuclear material and non-nuclear material within 120 calendar days after the transition period. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages.

H-20 HOME OFFICE EXPENSES

Home office expenses, whether direct or indirect, relating to activities of the Contractor are unallowable, except as otherwise specifically provided in the Contract or specifically agreed to in writing by the CO consistent with DEAR 970.3102-3-70, "Home Office Expenses."

H-21 LABOR RELATIONS

(a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.

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

(d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

H-22 LITIGATION MANAGEMENT PROCEDURES

(a) The Contractor [including any entities named in paragraph (a) of the provision in Section H entitled "Recognition of Performing Entity"] shall prepare a Management of Litigation Procedures which shall be submitted to the CO or designee for approval within 60 days after the effective date of the contract, and shall be updated thereafter as required.

(b) The SR Chief Counsel is the authorized designee of the CO for approval of this Plan.

(c) Reasonable litigation and other legal expenses are allowable when incurred in accordance with the DOE approved contractor legal management procedures (including cost guidelines) as such procedures may be revised from time to time, and if not otherwise made unallowable by law or the provisions of this contract.

H-23 LOBBYING RESTRICTIONS

(a) The Contractor shall not commit any funds obligated on this award to be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in applicable statute and regulation.

(b) Any travel associated with legislative monitoring must be approved in advance by the CO.

H-24 NUCLEAR MATERIAL FACILITY OPERATIONS

(a) The activities under this Contract include the operation of nuclear material facilities. The Contractor recognizes that such operations involve the risk of a nuclear incident which, while the chances are remote, could adversely affect the public health and safety as well as the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risk involved.

(b) As used in this clause, the term "Nuclear Materials" is a collective term which includes source material, Special Nuclear Material, and those other materials to which, by direction of DOE and/or NNSA, the provisions of DOE's Directives regarding the control of Nuclear Materials, which have been or may be furnished to the Contractor by DOE and/or NNSA, apply. The Contractor shall accept existing procedures and, in a manner satisfactory to the CO, propose revised, as appropriate, accounting and measurement procedures, maintain current records and institute appropriate control measures for Nuclear Materials in its possession commensurate with the national security and DOE policy. The Contractor shall make such reports and permit such inspections as DOE and/or NNSA may require with reference to nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.

(c) Transfers of Nuclear Materials shall only be made with the prior written approval of the CO, or authorized designee. Nuclear Materials in the Contractor's possession, custody, or control shall be used only for furtherance of the work under this contract. The Contractor shall be responsible for the control of such Nuclear Materials in accordance with applicable DOE Directives regarding the control of Nuclear Materials, which have been or may be issued to the Contractor by DOE and/or NNSA, and shall make a part of each purchase order, subcontract, and other commitment involving the use of Nuclear Materials for which the Contractor has accountability, which it enters into under this contract, appropriate terms and conditions for the use of Nuclear Materials and the responsibilities of the subcontractor or vendor regarding control

of Nuclear Materials. In the case of fixed-price purchase orders, subcontracts, or other commitments involving the use of Nuclear Materials for which the Contractor has accountability, the terms and conditions with respect to Nuclear Materials shall also identify who has the financial responsibilities, if any, regarding such items as losses, scrap recovery, product recovery, and disposal.

H-25 OPEN COMPETITION AND LABOR RELATIONS IN MANAGEMENT AND OPERATING AND OTHER MAJOR FACILITIES CONTRACTS (DEC 2002)

"Labor organization," as used in this clause, shall have the same meaning it has in 42 U.S.C 2000e (d).

(a) Unless acting in the capacity of a constructor on a particular project, the Contractor shall not:

(1) Require bidders, offerors, contractors, or subcontractors to enter into or adhere to nor prohibit those parties from entering into or adhering to agreements with one or more labor organizations, i.e., project labor agreements, that apply to construction projects(s) to this contract; or

(2) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or to otherwise adhere to project labor agreements for construction project(s) relating to this contract.

(b) When the Contractor is acting in the capacity of a constructor, i.e., performing a substantial portion of the construction with its own forces, it may use its discretion to require bidders, offerors, contractors, or subcontractors to enter into a project labor agreement that the Contractor has negotiated for that individual project.

(c) Nothing in this clause shall limit the right of bidders, offerors, contractors, or subcontractors to voluntarily enter into project labor agreements.

H-26 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN

Within 120 calendar days after the effective date of the contract, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan. The Plan shall describe an aggressive program to self-identify conflicts of interest, avoid conflicts of interest and facilitate the mitigation of actual conflicts of interest and shall be periodically updated as required during the term of the contract. The Plan shall be consistent with the clause in Section I entitled, DEAR 952.209-72 "Organizational Conflicts of Interest," and include the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and the entities named in the provision in Section H entitled "Performing Entity," and their related entities;

(b) The procedures the Contractor will utilize to identify conflicts;

(c) The procedures for reporting actual or potential conflicts of interest to the CO;

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

(e) The procedures for ensuring all DOE required representations and certifications and factual analyses are timely submitted to DOE for approval;

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

(g) The procedures for OCI training and self-education of employees, as well as the frequency of recertifications; and

(h) The enforceable disciplinary mechanisms to be used by the Offeror.

(Note: This Plan is in addition to the procedures required by the clause in Section I entitled, DEAR 970.5227-3 "Technology Transfer Mission.") OCI Supplement 11 added to contract via Contract Modification 1053.

H-27 PERFORMANCE BASED MANAGEMENT AND OVERSIGHT

(a) Performance-based management shall be the key enabling mechanism for establishing the DOE-Contractor expectations on oversight and accountability. DOE expectations (outside of individual program performance and requirements of laws and regulations) and performance targets shall be established through the Performance Evaluation and Measurement Plan (PEMP). This PEMP shall establish the expected strategic results in the areas of mission accomplishment, stewardship and operational excellence. Mission performance, stewardship and operational goals shall be established by agreement with DOE. Contractor self-assessment, third party certification, and Contractor and DOE independent oversight, as appropriate, shall be the primary means for assessing stewardship and operational performance. Routine DOE oversight of Contractor performance will be conducted in accordance with DOE Order 226.1, Implementation of DOE Oversight Policy.

(b) The Contractor shall propose to the CO within five months after award, an SR EM Contract Performance Baseline and a performance based incentive program including proposed incentives and associated fee amounts, within the total fee amounts specified in paragraph B-2.3(a) above. The incentives may be annual incentives and/or multi-year incentives covering up to the entire balance of the base term of the contract. The CO will consider the proposed incentive program in establishing the Performance Evaluation and Measurement Plan required by the clause in Section I entitled, DEAR 970.5215-1 "Total Available Fee: Base Fee Amount and Performance Fee Amount." [Note: Mod 383 extended the NNP Multi-year PBI (established in Mod 280) from

9/30/13 to 9/30/15].

The performance-based management system shall be the primary vehicle for addressing issues associated with performance expectations. In the event of a substantive performance shortfall in any area, the appropriate improvement expectations and targets will be incorporated into the PEMP and tracked through self-assessment and independent oversight, as appropriate.

[NOTE: Modification A024, paragraph H states -

Within 3 months after effective date of this modification, the contractor shall propose to the Contracting Officer a supplemental Performance Evaluation and Measurement Plan to accommodate the accelerated Contract Performance Baseline. Upon definitization of this supplemental, Section B paragraph "B-2.3 Total Available Fee" will be modified to add a separate supplemental fee pool schedule specifying the ARRA scope of work fee "periods" and the related "total available fee." This shall be added, as a new paragraph, at B-2.3 (a) (1). The contractor fee pool for this Recovery Act funded work shall be commensurate with the fee pool percentage the contractor bid on for the competed work scope under the original base prime contract. The Contractor and the Government agree the Total Available Fee Pool schedule shall be definitized no later than the date of the supplemental PEMP definitization.]

[NOTE: Mod 092 provided ARRA PEMP (Rev. 0), Mod 158 provided ARRA PEMP (Rev. 1), Mod 173 provided ARRA PEMP (Rev. 2), Mod 201 provided ARRA PEMP (Rev. 3), Mod 237 provided ARRA PEMP (Rev. 4), Mod 273 provided ARRA PEMP (Rev. 5), and Mod 312 provided ARRA PEMP (Rev. 6)].]

(c) Compliance with applicable Federal, State and local laws and regulations, and permits and licenses, shall be primarily determined by the cognizant regulatory agency and DOE will primarily rely upon the determination of the external regulators in assessing Contract compliance. DOE oversight will be achieved through periodic assessments at the management system level, including review of Contractor self-assessments and assessments by independent third parties.

H-28 PERFORMANCE BASED INCENTIVES

(a) Performance-Based Management System. This Contract is a management and operating performance-based contract, which holds the Contractor accountable for performance. This Contract uses clearly defined standards of performance consisting of performance objectives in relation to award fee and performance-based incentives as described in this Contract Clause with measures and targets for each area agreed to in advance on a fiscal-year basis and incorporated into the Performance Evaluation and Measurement Plan (PEMP). The Parties agree to continuously improve upon these standards of appraising Contractor performance.

(b) Performance Evaluation and Measurement Plan (PEMP). A PEMP developed by the CO, with Contractor input, shall document the process by which the Contractor's performance will be evaluated. The Parties will strive to reach mutual agreement on expected business, operational

and technical performance and will work together to develop performance objectives, performance-based incentives and associated measures and targets tied to key end products and NNSA/DOE strategic goals and objectives. In the event the parties fail to agree on the requirements, the CO reserves the unilateral right to make the final decision on all performance objectives and performance incentives (including the associated measures and targets) used to evaluate Contractor performance. The PEMP shall be finalized, whether bilaterally or unilaterally, prior to the start of an appraisal period. Only the CO may revise the PEMP, consistent with the Contract statement of work, during the appraisal period of performance. No changes will be made to the PEMP with less than 60 days remaining in the appraisal period.

NOTE: [See Modification M017 for FY09; Mods 046, 068, 082, 093 and 099 for FY10 PEMPs; Mods 119, 131, 152, 167, 188, and 193 for FY11 PEMPs; Mods 216, 229, 236, 244, 250, 265, and 280 for FY12 PEMPs; Mods 292, 293, 300, 327, 340 and 355 for FY13 PEMPs; and Mod 402 (for the DOE/NNSA FY14 Strategic PEP, Rev. 0) and Mods 404, 413, 423, 451, 469 and 489 for FY14 PEMPs; Mods 505, 524, and 536 for FY15 PEMPs; Mods 574 and 596 for FY16 PEMPs; and Mods 649, 684 and 701 for FY17 PEMPs; and Mod 728 and 783, 793, 810 for SRNS FY18 PEMPs, Mod 811 for SRNS FY19 PEMP (Extension #1 8/1/18-7/31/19), Mod 871 for SRNS FY20 PEMP (Extension #2 8/1/19-9/30/20], and Mod 922 for SRNS FY20 PEMP Rev 1 Extending Date (Extension #2 8/1/19 – 11/30/20), Mod 926 for SRNS FY21 PEMP (12/1/20 – 9/30/21), Mod 995 for SRNS FY21 PEMP Rev 1, Mod 1007 for SRNS FY22 PEMP Rev 0 (10/1/21 – 9/30/22) Mod 1040 for SRNS FY23 PEMP Rev 0 (10/1/22-9/30/23), Mod 1054 for SRNS FY23 PEMP Rev 1, Mod 1073 for SRNS FY24 PEMP Rev 0 (10/1/23 – 9/30/24, Mod 1079 for FY24 NNSA PEMP Rev. 1, Mod 1082 for SRNS NNSA FY24 PEMP Rev 1 and SRPPF Award Fee Plan Mod 1086 FY24 EM PEMP Rev.1 (updated signature page – no PBI changes)], Mod 1097 SRPPF Award Fee Plan Rev. 1, Mod 1105 FY25 EM PEMP Rev. 0, Mod 1134 SRNS NNSA FY25 PEMP Rev. 0, 1, and 2, FY25 EM PEMP Rev. 0, 1, and 2 and FY25 SRPPF Award Fee Plan, Mod 1145 for SRNS FY26 DOE SROO PEMP REV 0, SRNS FY26 NNSA Strategic PEMP REV 0, SRNS FY26 NNSA Line-Item Construction Project Award Fee Plan, REV 0]

(c) Contractor Appraisal Self-Assessment Report. If requested by the CO, an annual self-assessment report shall be prepared by the Contractor of its performance against the performance objectives and incentives contained in the PEMP and other significant factors as determined by the Contractor and CO. The annual self-assessment shall be submitted within five-working days after the end of the appraisal period.

(d) Determination of Performance Incentives Fee

(1) DOE/NNSA shall, at the conclusion of each specified appraisal period, evaluate the Contractor's performance for all Performance Incentive requirements.

(2) The Performance Incentive fee determination will be made in accordance with the PEMP. The determination as to the amount of Performance Incentive fee earned is a unilateral determination made by the Fee Determination Official (FDO).

(3) The Contractor shall be promptly advised in writing of the amount and the basis of the Performance Incentive fee determination.

(4) Performance Incentive fee not earned during the evaluation period shall not be allocated to future evaluation periods.

(e) Schedule. The CO shall issue the Fee Determination Official's final total available fee amount earned determination in accordance with the schedule set forth in the PEMP or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the CO of the Contractor's self-assessment or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and CO agree. If the CO evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the CO and the Contractor) after such completion.

(f) Fee. The maximum fees allocated for payments to the Contractor for the performance of the work under this Contract are set forth in Part I, Section B, of the Schedule. The Performance Incentives fee earned is available for payment in accordance with the clause in Section I entitled, DEAR 970.5232-2 "Payments and Advances." There shall be no adjustment in the amount of the Contractor's fee by reason of differences between any estimate of cost for performance of the work under this Contract and the actual cost of performance of that work.

H-29 PERFORMANCE GUARANTEE (Mod 1050)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J 4. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

H-30 PERFORMANCE/TECHNICAL DIRECTION

(a) This provision supplements the clause in Section I entitled, DEAR 952.242-70 "Technical Direction."

(b) In addition to those functions specifically reserved throughout this Contract for the CO, the CO shall be the sole authority for assignment or modification of work authorization documents, approval and modification of PBIs, establishment of work priorities, and directing work requiring the expenditure of funds which have been obligated for performance of this Contract.

(c) The CO's Representative(s) will be designated by the CO by letter and will represent the CO in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR (s) is authorized to provide technical direction in accordance with the

clause in Section I entitled, DEAR 952.242-70 "Technical Direction." The COR is not authorized to change any of the terms and conditions of this contract, including the Statement of Work. Changes in any of the terms and conditions of the contract shall be made only by the CO by written modification(s) to the contract.

(d) The Contractor shall only accept Technical Direction if provided in writing by an appointed COR and if within terms of the SOW or a work authorization document. Technical Direction shall not authorize the Contractor to exceed the total funds obligated on the Contract or any estimated cost or delay in delivery in a work authorization document. It is expected that there will be full and open communication between the functional counterparts of DOE and the Contractor's organization.

(e) Performance/Technical Direction does not:

- Authorize the contractor to exceed the funds obligated on the Contract;
- Authorize any increased cost or delay in delivery;
- Entitle the Contractor to an increase in fee; or
- Change any of the terms or conditions of the Contract.

(f) (1) The Contractor shall promptly comply with each duly issued Performance Direction unless the Contractor reasonably believes that the Performance Direction violates this clause. If the Contractor believes the Performance Direction violates this clause, the Contractor shall suspend implementation of the Performance Direction and promptly notify the CO of its reasons for believing that the Performance Direction violates this clause. Oral notification to the CO shall be confirmed in writing within ten days of the oral notification.

(2) The CO will determine if the Performance Direction is within the SOW and work authorization document. This determination will be issued in writing and the Contractor shall promptly comply with the CO's direction. If it is not within the SOW or work authorization document, the CO may issue a change order pursuant to the clause in Section I entitled, DEAR 970.5243-1 "Changes."

H-31 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

(a) DOE Policy 141.1, Department of Energy Management of Cultural Resources, and Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the CO the existence of any antiquities so discovered. The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Furthermore, all wildlife must be protected except for management programs approved by the CO.

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

(c) The Contractor shall implement an historic preservation program in accordance with the National Historic Preservation Act of 1966 (as amended) and the SR Cultural Resources Management Plan.

H-32 PRIVACY ACT SYSTEMS OF RECORDS (SOR)

The Contractor shall design, develop, or operate the following systems of records on individuals to accomplish an agency function pursuant to the clause in Section I entitled, FAR 52.224-2 "Privacy Act." (Modification 067)

DOE System No.	Title
DOE-05	Personnel Records of Former Contractor Employees (This SOR shall include the records of all former employees who previously worked for any predecessor contractors at SRS)
DOE-10	Energy Employees Occupational Illness
DOE-11	Emergency Operations Notifications Call List
DOE-15	Intelligence Related Access Authorization
DOE-18	Financial Accounting System
DOE-28	General Training Records
DOE-33	Personnel Medical Records (Present and former DOE employees, Contractor Employees, and other persons at SRS receiving routine, periodic, and emergency medical examination or treatment.)
DOE-34	Employee Assistance Program
DOE-35	Personnel Radiation Exposure Records (Past and present DOE and Contractor employees and other persons having access to SRS)
DOE-38	Occupational and Industrial Accident Records (DOE and Contractor employees and other persons having access to SRS and having accidents at SRS, or individuals involved in accidents with DOE or Contractor employees.)
DOE-43	Personnel Security Clearance Files
DOE-44	Special Access Authorization for Categories of Classified Information
DOE-45	Weapon Data Access Control System (DOE, DOD, or other Government agency employees, Government Contractors, consultants, and other persons requiring access to classified weapons data or SRS nuclear weapons program facilities.)
DOE-46	Administrative Review Files (Category of Classified Information)
DOE-48	Security Education and/or Infraction Reports
DOE-50	Human Reliability Program Records
DOE-51	Employee and Visitor Access Control System (DOE and Contractor employees and other individuals working at or visiting SRS.)
DOE-52	Access Control Records of International Visits, Assignments and Employment
DOE-63	Personnel Identity Verification (Category of Classified Information)
DOE-75	Call Detail Records
DOE-77	Physical Fitness Test Records

DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiologic and Other Health Studies, Surveys and Surveillances

The above list shall be revised from time to time by mutual agreement between the Contractor and the CO as may be necessary to keep it current. Such changes need not be formally incorporated before the annual Contract update modification, but shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in Paragraph (a)(1) of the clause in Section I entitled, FAR 52.224-2 "Privacy Act."

In performing its functions under this contract, the Contractor shall neither request nor utilize social security numbers as a personal identifier of Federal employees unless required to do so by law or regulation, DOE Order, or as agreed to in writing by the CO.

H-33 PROVISIONAL PAYMENT OF INCENTIVE FEE

(a) A provisional payment is a payment of fee made for partial completion of an incentive. Provisional payments must be repaid in whole or in part, as determined by the CO, if the incentive is not successfully completed.

[NOTE: Modification 060 ARRA – See Clause B-2.3 "Total Available Fee" paragraphs (a) (1) for provisional invoicing fee percentage tables.]

(b) Payments may be made based upon completion of milestones or any other methodology as set forth in the PEMP and its supporting documentation. Provisional payments may be made as identified in paragraph (a) above.

(c) If the Contractor fails to fully accomplish an incentive for which it has received milestone completion or provisional payments, the CO will determine if the Contractor is to refund all or part of the provisional fee it has received. Any refund made shall include interest. Interest will be paid at the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which any unearned payments were made.

H-34 QUALITY ASSURANCE SYSTEM

The Contractor shall maintain and enhance a formal Quality Assurance Program approved by DOE as required by the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives." Any subcontracts in support of the Contractor's work shall require subcontractors to comply with applicable elements of the Contractor's approved Quality Assurance Program or the subcontractor's program(s) as approved by the Contractor.

H-35 RECOGNITION OF PERFORMING ENTITY

(a) The Contractor and the Government recognize that the parties named below form the

performing entity on which the award of this contract was based.
The performing entity is Savannah River Nuclear Solutions, LLC (SRNS). This entity is comprised of:

Fluor Federal Services, Inc.
Newport News Nuclear. Inc. (Ltr. SRNS-F5100-2009-00021 dated 1/27/09)

(b) Accordingly, the Contractor and the Government agree that:

The Contractor shall take no action to replace the components of the Offeror named in (a) above without the prior written approval of the CO.

H-36 REPORTING REQUIREMENTS (For NNSA Reporting)

(a) Work Breakdown Structure (WBS). Except as provided for elsewhere in the contract, the WBS, as approved by the CO, shall provide the basis for all reports required under this subsection. The WBS shall be derived from the SOW and shall otherwise conform to any implementation guidance which may be provided by the CO.

(b) Periodic Plans and Reports. The Contractor shall submit periodic cost, schedule, and technical performance plans and reports in such form and substance as required by the CO. These periodic plans and reports shall be submitted at the interval, and to the addresses and in the quantities as specified by the CO. Where specific forms are required for individual plans and reports, the CO shall provide such forms to the Contractor. The plans and reports expected to be submitted by the Contractor are described generally as follows:

(1) General Management Reports narratively summarize schedule, labor, and cost plans and status, and provide explanations of status variances from plans.

(2) Schedule/Labor Cost Reports provide information on schedule, labor and cost plans and status.

(3) Performance Measurement Reports provide information regarding budgeted cost versus actual cost, schedule performance against milestones and estimated cost at completion.

(4) Technical Reports are the means by which scientific, technical, and engineering information acquired in the performance of the work is disseminated.

(5) Plans and reports shall be prepared by the Contractor in such a manner as to provide for:

- consistency with the Contract Statement of Work, the work authorization documents, the approved WBS, and the existing accounting structure; and

- correlation of data among the various plans and reports.

(c) Changes in Work Effort. The reporting system established and maintained by the Contractor pursuant to this subsection shall recognize changes in work effort directed by the CO, as provided for in the Work Authorization System. During performance of this contract, the Contractor shall update and/or change, as appropriate, the WBS (including any diagrams, supporting work descriptions, and WBS dictionary) to reflect changes in the SOW or work authorization documents. The Contractor's reporting system shall be able to provide for the following at the work authorization document level, or such lower level, as specified by the CO.

(1) Incorporate contractual changes affecting estimated cost, schedule, and other relevant terms and conditions of the contract, in a timely manner;

(2) Reconcile estimated costs for those elements of the WBS identified in the Contract as either priced line items or discrete work authorization documents, and for those elements at the lowest level of the project summary WBS with current performance measurement budgets in terms of:

- Changes to the authorized work; and,
- Internal replanning in the detail needed by management for effective control;

(3) Prohibit retroactive changes to records pertaining to work performed that will change previously-reported costs except for correction of errors and routine accounting adjustments;

(4) Prevent revisions to the Contract estimated costs except for Government-directed or approved changes to the contractual effort; and

(5) Document, changes to the performance measurement baseline and, on a timely basis, notify the CO of such changes.

(d) The Contractor agrees to provide the CO, or designated authorized representatives, access to information and documents comprising the Contractor's reporting system described in (b) above.

(e) The Contractor shall include the requirements of subparagraphs (b) and (d) in all subcontracts that are cost-reimbursement type of contracts when:

- The value of the subcontract is greater than $2 million, unless specifically waived by the CO, or
- The CO determines prior to award that the contract/subcontract effort is, or involves, a critical task related to the Contract.

H-37 REPRESENTATIONS AND CERTIFICATIONS

The Representations, Certifications, and Other Statements of Offeror for this Contract as completed by the Contractor and dated 06/06/07, are hereby incorporated in this Contract by reference.

H-38 RESPONSIBLE CORPORATE OFFICIAL (Mod 736)

Notwithstanding the Section H provision entitled "Performance Guarantee," the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the performance of the Contractor. Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Government of the change in the individual to contact.

Name: Thomas D'Agostino

Position: President

Company: Fluor Federal Services, Inc.

H-39 RIGHTS TO SUBCONTRACTOR PROPOSAL DATA

Except as otherwise authorized by the CO, the Contractor, pursuant to FAR 27.409(s), shall include the clause in Section I entitled, FAR 52.227-23 "Rights to Proposal Data (Technical) (JUNE 1987)," in any subcontract awarded based on consideration of a technical proposal.

H-40 SEGREGATION OF COSTS

(a) Whenever the contract contains a provision for an incentive for a portion of the work effort under the contract, the Contractor shall maintain separate accounts, by work authorization directive or other suitable accounting procedure, of all incurred segregable, direct costs of work, allocable to the work effort directly related to the incentive arrangement.

(b) The Contractor shall maintain all such accounts, required pursuant to the paragraphs above, in accordance with the clauses in Section I entitled, DEAR 970.5204-3 "Access to and Ownership of Records" and DEAR 970.5232-3 "Accounts, Records and Inspection," of this contract; but, in no case, for a period of less than three years following the Government's determination of the applicable incentive fee.

H-41 SEPARATE CORPORATE ENTITY

The work performed under this Contract by the Contractor shall be conducted by a separate corporate entity from its parent company(s). The separate corporate entity must be set up solely to perform this Contract, and shall be totally responsible for all Contract activities. The separate corporate entity shall perform no other commercial work or work for other Government agencies except as may be authorized under the terms of this contract. The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the contract or as otherwise authorized by the CO.

H-42 SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan with goals, submitted by the Contractor consistent with the provisions of the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan," and approved by the CO, is incorporated into this Contract as Appendix C in Section J. Prior to October 31 of each Fiscal Year (reference CMD-12-229), the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals. The annual plan shall be reviewed for approval by the CO and upon approval are incorporated into this Contract by reference as a material part of the contract.

H-43 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT

The Contractor shall provide in accordance with DOE requirement, a Special Financial Institution Account Agreement which shall be in place prior to assuming full responsibility for the performance of the contract. This agreement shall be included as Section J, Appendix B.

H-44 STOP WORK AND SHUT DOWN AUTHORITY - ENVIRONMENT, SAFETY AND HEALTH

(a) Definition: Stop Work - The suspension of a specific activity or activities by the CO or authorized designee based upon the determination or observation of conditions which are immediately dangerous to the life or health of the workers, the public, or the environment or for any other reason determined to be in the best interests of the Government from an ES&H perspective. Stop-Work Orders for non-ES&H reasons shall be in accordance with the clause in Section F entitled, FAR 52.242-15 “Stop-Work - Alternate I (APR 1984).”

(b) The CO, or authorized designee, may at any time during the performance of this contract issue a stop-work order and shutdown facility operations or stop work on specific activities of the Contractor or any Subcontractor, in accordance with the following:

(1) The CO shall notify the Contractor, in writing, of any noncompliance with applicable ES&H requirements which come to the attention of the CO. After receipt of such notice, the Contractor shall immediately take corrective action, consistent with the work authorization provisions of Section H entitled, “Performance/Technical Direction.” In the event that the Contractor fails to take corrective action, the CO or authorized designee may, without prejudice to any other legal or contractual rights of DOE, issue a written order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the CO in accordance with applicable DOE Directives, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(2) If at any time during performance of the contract work, the Contractor's acts or failure to act causes substantial harm or an imminent danger to the health or safety of individuals or the environment, the CO or authorized designees may, without prejudice to any other legal or contractual rights of DOE, issue a verbal order, to be immediately confirmed in writing before departing the incident site, stopping all or any part of the work; thereafter, a start order for

resumption of the work may be issued at the discretion of the CO in accordance with applicable DOE Directives, if any. The Contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(c) Duly appointed DOE Facility Representatives; Deputy Managers; Assistant Managers; NNSA-SRSO Deputy Manager and Director of Operations; and the Director, OSSES are authorized designees of the CO for the purposes set forth in this clause. Other authorized designees shall be approved through the process described in the clause in Section H entitled, "Performance/Technical Direction."

(d) The Contractor shall include this clause, modified appropriately to include Contractor Representatives, in all subcontracts containing the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives."

H-45 SUBCONTRACTOR SELECTION

The Contractor shall establish in its purchasing system, developed as required by the clause in Section I entitled, DEAR 970.5244-1 "Contractor Purchasing System," procedures for evaluating the ES&H records of companies submitting offers/bids/proposals for performing subcontract work in Government-owned or leased facilities under this contract. The procedures shall provide for evaluation of ES&H indicators (e.g., workers' compensation costs, injury/illness incidence rates, lost workday incidence rates, property damage, fire loss rates, experience modification rate, etc.), as appropriate, for the work to be performed and identify the threshold(s) for selection.

H-46 SUBCONTRACTS

Prior to the placement of subcontracts and in accordance with the clause in Section I entitled, DEAR 970.5244-1 "Contractor Purchasing System," the Contractor shall ensure that any required prior notice and description of the subcontract is given to the CO and any required consent is received. Except as may be expressly set forth therein, any consent by the CO to the placement of subcontracts shall not be construed to constitute approval of the Subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any Subcontractor privity of contract with the Government.

H-47 SUPPORT TO OTHER SITE CONTRACTORS

(a) The Contractor shall provide timely and quality technical, logistical and administrative support to other site contractors in accordance with the SRS Interface Management Plan to be developed by the Contractor and subordinate controlling agreements to be developed or modified as required during the transition period. Costs shall be planned and budgeted by the Contractor based on input provided by requesting site contractors. The methodology for funds transfer shall be developed in accordance with DOE policies. The contractor shall attempt to provide non-programmed support to the other contractors based on the availability of its resources and charged in accordance with DOE financial policies.

(b) The Contractor shall coordinate and integrate the technical, logistical and administrative support needed by other contractors with those contractors to ensure adherence to established schedules and baselines by both contractors. Other site contractors requiring programmed, or non-programmed, support shall identify their requirements in a timely manner and shall utilize the Contractor's processes and procedures.

(c) The other site contractor's obligation to utilize programmed support from the Contractor is contingent upon the Contractor providing the services in a timely manner at an acceptable level of performance. In the event that the Contractor violates this clause in any material and significant way, that is, that the Contractor's interference or lack of cooperation with another DOE contractor causes or substantially contributes to that other contractor's inability to produce timely deliverables, the CO may reduce the Contractor's fee by no more than five percent (5%) of the total amount of fee earned by the Contractor for the performance evaluation period in which the action occurred.

H-48 NO THIRD PARTY BENEFICIARIES

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

H-49 RESERVED

H-50 TRANSITION TO FOLLOW-ON CONTRACT

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

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the replacement Contractor, shall release such employees at the time established by the new employer or by DOE. The Contractor shall cooperate with the replacement Contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

After selection by the Government of any successor Contractor, the Contractor and such successor Contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor Contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor Contractor will assume responsibility for such work shall be established. The Contractor shall

assume full responsibility for such work until assumption thereof by the successor Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

This clause shall apply to subcontracts as approved by the CO.

The Contractor shall be reimbursed for all reasonable phase-in and phase-out costs, i.e., costs incurred within the agreed period after contract expiration that result from phase-in and phase-out operations.

H-51 TYPE OF CONTRACT (Mod 898)

This is a Performance Based Contract for the Management and Operation of DOE/NNSA facilities governed by FAR 17.6, DEAR 917.6, and applicable regulations within DEAR 970. It is a Management and Operating (M&O), cost-reimbursement Contract with provisions for a general performance fee and performance incentives as provided for in the clause in Section I entitled, DEAR 970.5215-1 "Total Available Fee: Base Fee Amount and Performance Fee Amount" for CLIN 0001. The contract types and values under CLIN 0007 for DOE-SR and NNSA Capital Construction Projects shall be established as each SUB-CLIN is awarded under CLIN 0007.

H-52 UNCLASSIFIED CONTROLLED INFORMATION (UCI)

Documents originated by the Contractor or furnished by the Government to the Contractor in connection with this Contract may contain UCI, including Unclassified Controlled Nuclear Information (UCNI) (as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended), and Personal Identifying Information (PII). The Contractor shall protect such information from unauthorized dissemination in accordance with DOE Regulations and Directives.

H-53 WITHDRAWAL OF WORK

(a) The CO reserves the right to have any of the work contemplated by Section C, Statement of Work, of this contract performed by either another Government contractor or to have the work performed by Government employees.

(b) DOE reserves the right to direct the Contractor to assign to the DOE, or another Contractor, any subcontract awarded under this contract.

(c) The DOE reserves the right to identify specific work activities in Section C "Description/Specifications/Work Statement" to be removed (de-scoped) from the contract in order to contract directly for the specific work activities.

(d) If withdrawn work has been authorized under an annual work authorization directive, the work shall be terminated in accordance with the procedures in the clause in Section I entitled, FAR 52.249-6 "Termination." If work has not been authorized under a work authorization directive

and there is no impact on the Contractor's staffing, the fee amount set forth in the Schedule shall be equitably adjusted, under the clause in Section I entitled DEAR 970.5243-1, "Changes." If the Contractor's staffing is impacted, the work shall be terminated in accordance with the procedures in the clause in Section I entitled, FAR 52.249-6 "Termination."

(e) If any work is withdrawn by the CO, the Contractor agrees to fully co-operate with the new entity performing the work and to provide whatever support is required pursuant to the clause in Section I entitled, DEAR 952.242-70 "Technical Direction."

H-54 RESERVED (Mod 181)

H-55 RESERVED

H-56 RISK MANAGEMENT AND INSURANCE PROGRAMS (Mod 523)

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

1. BASIC REQUIREMENTS

   a. Maintain commercial insurance of a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by DOE.

   b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).

   c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.

   d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.

   e. The contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date unless an extension is approved by the Contracting Officer.

f. When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.

g. Ensure self-insurance programs include the following elements:

(1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.

(2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

(3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

(4) Accounting of self-insurance charges.

(5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated on the following:

(a) The claims reserve shall be held in a special fund or interest bearing account.

(b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.

(c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.

(d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an allowable cost and omitted from charges to the DOE contract.

i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING. The Contractor shall:

a. Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile, and general liability), listing the following for each category:

(1) The amount paid for each claim.

(2) The amount reserved for each claim.

(3) The direct expenses related to each claim.

(4) A summary for the year showing total number of claims.

(5) A total amount for claims paid.

(6) A total amount reserved for claims.

(7) The total amount of direct expenses.

b. Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at $100, 000 or greater).

c. Provide additional claim financial experience data as may be requested on a case-by-case basis.

3. TERMINATING OPERATIONS. The Contractor shall:

a. Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.

b. Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

c. Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION

The Contractor shall:

a. Obtain the written approval of the Contracting Officer for any change in program direction; and

b. Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H-57 WORKFORCE TRANSITION

(a) Right of First Refusal. Subject to the availability of funds, the Contractor shall offer employment to all Incumbent Employees as defined in paragraph H-14(e) who, as of the date of Contract award, are in good standing and who hold regular appointments and are engaged in performance of work within the scope of work under this Contract**.** Individuals who hold regular appointments are individuals who are employed for an indefinite duration, with either a full-time work schedule of at least 40 hours per week, or a part-time work schedule of fewer than 40 hours per week, but more than 20 hours per week.

(b) Discretionary Incumbent Management Employees Excepted. It is the Contractor's prerogative to establish its own management structure. Therefore, the right of first refusal set forth in paragraph H-57(a) above is not applicable to Discretionary Incumbent Management Employees. Discretionary Incumbent Management Employees are individuals permanently assigned to the positions listed in Section L, Attachment E**.** The Contractor may offer employment to said employees, in either their current positions or other positions, at the Contractor's sole discretion.

(1) For those positions listed in Section L, Attachment E, any changes in job positions or classifications shall be accompanied by a commensurate alteration in compensation.
(2) Nothing in this paragraph shall preclude the Contractor from separating employees when in its judgment it is appropriate to do so based on the employee's performance or conduct.

H-58 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (Mod 408)

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

(1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facility into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an

accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

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

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

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

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

H-59 COST REPORTING

Costs incurred in performance of this contract shall be reported in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-04 and in a format ready for incorporation into DOE's Environmental Cost Analysis System (ECAS) database. The cost estimate format and elements of the Performance Measurement Baseline shall be compatible with the ECES, ASTM International Designation E: 2150-04. The analysis of funds expenditure shall include a report of monthly and cumulative costs of performance by cost element in a format compatible with ECES and ready for incorporation into the ECAS database by DOE.

H-60 CERTIFICATION OF CONTRACTOR'S EARNED VALUE MANAGEMENT SYSTEM (EVMS) (Modification M022)

Department of Energy (DOE) will conduct a review of the contractor's proposed EVMS for compliance with ANSI/EIA-748 per DOE Order 413.3A. The contractor shall submit an EVMS Certification Plan to DOE within 30 days of contract award or this contract modification, which ever is later, and receive EVMS certification no later than September 30, 2009.

H-61 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT of 2009 (Apr 2009) (Modification A024)

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

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

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

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

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from

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

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

A. Flow Down Provision
This clause must be included in every first-tier subcontract.

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

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

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

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

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

F. Registration requirements
Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

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

The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

FAR 52.225-21 Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act – Construction Materials (Mar 2009)
FAR 52.225-22 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials (Mar 2009)
FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods-Buy American Act – Construction Materials under Trade Agreement (Mar 2009)
FAR 52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods – Buy American Act – Construction Materials under Trade Agreement (Mar 2009)
FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009)
FAR 52.212-5 (Alternate II) Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Mar 2009)
FAR 52.214-26 (Alternate I) Audit and Records – Sealed Bidding (Mar 2009)
FAR 52.215-2 (Alternate I) Audit and Records – Negotiation (Mar 2009)

H-62 IMPLEMENTATION OF ITER AGREEMENT ANNEX ON INFORMATION AND INTELLECTUAL PROPERTY (Modification 065)

(1) Contractor agrees to be subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement). Specifically, and without limitation, subject inventions and data produced in the performance of this contract and subcontracts related to the ITER project are subject to the license rights and other obligations provided for in the ITER Agreement Annex on Information and Intellectual Property (the Annex) attached as Appendix O, Section J of this contract.

(2) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use its best efforts to identify Background Intellectual Property (including patents and data) and grant a nonexclusive license in certain Background Intellectual Property to the Parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE.

(3) Further, in accordance with Annex, intellectual property generated by Contractor employees who are designated a seconded staff to the ITER organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondment agreement with the ITER Organization.

(4) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver, at a minimum, to DOE, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliance with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement.

(5) Contractor shall include the ITER patent and data rights clauses transmitted to the Contractor from the U. S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected to be produced or in subcontracts that contain a requirement for production or delivery of data.

H-63 PROJECT MANAGEMENT CONTROLS (Modification 053, 085, 097) *(Mod. 085 states this Clause should be H-61. Mod. 097 states this clause is corrected to read H-63.)*

(A) Project Control System

1) Definition

The contractor shall support the establishment and maintenance of the Department of Energy Environmental Management Project Management Information System (EM PMIS) from which comprehensive, project-wide performance reports are generated. In addition, the contractor shall provide all necessary technical information and support to enable DOE to proceed with the Critical Decision process and enable DOE to meet the data requirements of the Integrated Planning, Accountability and Budgeting System.

2) Acronyms

The following is a listing of acronyms and their meaning as used in this work statement:

ACWP	Actual Cost of Work Performed
ANSI	American National Standards Institute
BCWS	Budgeted Cost of Work Scheduled
BCWP	Budgeted Cost of Work Performed
CPR	Contractor Performance Report
EDI	Electronic Data Interchange
EIA	Electronic Industry Association
EM	Environmental Management
ETC	Estimate to Complete
EV	Earned Value
IPABS	Integrated Planning, Accountability and Budgeting System
MR	Management Reserve
OBS	Organizational Breakdown Structure
PMIS	Project Management Information System
RDT&E	Research, Development, Testing and Evaluation
WBS	Work Breakdown Structure

3) Data Requirements

In support of EM PMIS implementation and maintenance, the contractor shall provide the following data elements on a monthly basis.

- ANSI/EIA-748 Earned Value Metrics
- Earned Value Time-Phased Incremental Cost and Quantity Data
- Management Reserve Data
- Schedule Data
- Variance Analysis Data
- Risk Data

The required data elements shall be reported as provided by and consistent with the terms of the contract. In the absence of contractually specific reporting requirements, the contractor shall report the required data by the 15th business day following the report month (i.e., June data shall be reported by the 15th business day of July). Specific reporting requirements and formats follow. The contractor shall submit information for all data elements, as listed in the attached tables.

ANS/EIA-748 Earned Value Metrics

The contractor shall report monthly cost and schedule metrics by Work Breakdown Structure (WBS) and Organizational Breakdown Structure (OBS) against the approved Project Management Baseline. The reporting data elements are:

- Monthly BCWS, BCWP, ACWP, Cost and Schedule Variance
- Cumulative-to-Date BCWS, BCWP, ACWP, Cost and Schedule
- Variance

- Cost Budget at Complete
- Cost Estimate to Complete
- Reprogramming Adjustment – Cost Variance
- Reprogramming Adjustment – Budget

The reporting format is noted in Tables 3.6.1, 3.6.2 and 3.6.3 below.

Table 3.6.1

Earned Value Contractor Performance Reporting Header Table
Contract and Project CPR Header Information

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
ProjDcs	VARCHAR	255	Project Description	
ConNum	VARCHAR	50	Contract Number	
ConType	VARCHAR	4	Contract Types: CPAF – Cost Plus Award Fee CPFF – Cost Plus Fixed Fee CPIF – Cost Plus Incentive Fee CPP – Cost Plus Percentage CPE – Cost Plus Expenses FPE – Fixed Price Escalation FPI – Fixed Price Incentive FFP – Firm Fixed Price T&M – Time and Materials	
ProgType	VARCHAR	50	Program Type (RDT&E, Production, RDT&E and Production , Advanced Design, Demonstration Validation, Full Scale Development, etc)	
Security	VARCHAR	50	Security Classification (Competition Sensitive, Unclassified, Confidential, Secret, Top Secret	
QCON	INT	4	Quantity Contracted (For Production Contracts)	
ShrNum	INT	4	Share Number	
ShrQut	INT	4	Share Quotient	
TrgtPct	NUMERIC	16	Target Fee/Percent	
Factor	INT	4	Factor for costs (100, 1000, 1000000, etc.) Applies to all tables	
CNEGCST	NUMERIC	16	Negotiated Cost	
CAUWCST	NUMERIC	16	Authorized Un-priced Work	
CTGTPRC	NUMERIC	16	Target Price	

CESTPRC	NUMERIC	16	Estimated Price	
CCONCEIL	NUMERIC	16	Contract Ceiling	
CESTCEIL	NUMERIC	16	Estimated Contract Ceiling	
CTGTCST	NUMERIC	16	Original Target Cost	
CNEGCHG	NUMERIC	16	Negotiated Contract Changes	
CCONBGT	NUMERIC	16	Contract Budget Base	
CTOTBGT	NUMERIC	16	Total Allocated Budget	
CESTEACBEST	NUMERIC	16	EAC Best Case Estimate	
CESTEACWRST	NUMERIC	16	EAC Worst Case Estimate	
CESTEACLIKE	NUMERIC	16	EAC Most Likely Estimate	
ConStrDate	DATETIME		Contract Start Date	
EstCmpDate	DATETIME		Estimated Completion Date	
ConDefDate	DATETIME		Contract Definitization Date	
LstDelDate	DATETIME		Last Item Delivery Date	
ConCmpDate	DATETIME		Contract Completion Date	
MR	NUMERIC	16	Original Management Reserve	
MRLRE	NUMERIC	16	Current Management Reserve	
UB	NUMERIC	16	Original Undistributed Budget	
UBLRE	NUMERIC	16	Current Undistributed Budget	

Table 3.6.2

Earned Value Contractor Performance Reporting Format Table 1
Cumulative and Incremental Data By WBS

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
WBSDesc	VARCHAR	255	WBS Description	
WBSParent	VARCHAR	35	Parent WBS Element – Leave Blank for top level WBS (there should be only one top level WBS)	
WBSLevel	INT	4	Level in WBS Structure	*
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINCBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINCACWP	NUMERIC	16	Cost Incremental Actual Value/ACWP (current period)	*
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*

CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate to Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment to Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment to Budget	
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINCBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINCACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPGVAR	NUMERIC	16	Quantity Reprogramming Adjustment to Variance	
QRPGBCWS	NUMERIC	16	Quantity Reprogramming Adjustment to Budget	

Table 3.6.3

Earned Value Contractor Performance Reporting Format Table 2
Cumulative and Incremental Data by OBS

Field Name	Field Type	Length	Description	Reqd.
ProjectName	VARCHAR	50	Project Identification Code	*
StatusDate	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	50	OBS Element or ID	*
OBSDesc	VARCHAR	255	OBS Description	
OBSParent	VARCHAR	50	Parent OBS Element – Leave Blank for top level OBS (there should be only one top level OBS)	
OBSLevel	INT	4	Level in OBS Structure	*
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS (current period)	*
CINCBCWP	NUMERIC	16	Cost Incremental Earned Value/BCWP (current period)	*
CINCACWP	NUMERIC	16	Cost Incremental Actual	*

			Value/ACWP (current period)	
CCUMBCWS	NUMERIC	16	Cost Cumulative Planned Value/BCWS (to date)	*
CCUMBCWP	NUMERIC	16	Cost Cumulative Earned Value/BCWP (to date)	*
CCUMACWP	NUMERIC	16	Cost Cumulative Actual Value/ACWP (to date)	*
CBAC	NUMERIC	16	Cost Budget At Complete	*
CEAC	NUMERIC	16	Cost Estimate At Complete	*
CETC	NUMERIC	16	Cost Estimate To Complete	*
CRPGVAR	NUMERIC	16	Cost Reprogramming Adjustment To Variance	
CRPGBCWS	NUMERIC	16	Cost Reprogramming Adjustment to Budget	
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS (current period)	
QINCBCWP	NUMERIC	16	Quantity Incremental Earned Value/BCWP (current period)	
QINCACWP	NUMERIC	16	Quantity Incremental Actual Value/ACWP (current period)	
QCUMBCWS	NUMERIC	16	Quantity Cumulative Planned Value/BCWS (to date)	
QCUMBCWP	NUMERIC	16	Quantity Cumulative Earned Value/BCWP (to date)	
QCUMACWP	NUMERIC	16	Quantity Cumulative Actual Value/ACWP (to date)	
QBAC	NUMERIC	16	Quantity Budget At Complete	
QEAC	NUMERIC	16	Quantity Estimate At Complete	
QETC	NUMERIC	16	Quantity Estimate To Complete	
QRPGVAR	NUMERIC	16	Quantity Reprogramming Adjustment To Variance	
QRPGBCWS	NUMERIC	16	Quantity Reprogramming Adjustment to Budget	

Earned Value Time-Phased Incremental Cost and Quantity Data

The contractor shall report incremental cost and schedule performance data on a monthly basis by the lowest level of the WBS and OBS. The reporting data elements are:

- BCWS for the project duration
- BCWP from the project start through the current month
- ACWP from the project start through the current month
- ETC from the current month through the end of the project

The reporting format is noted in Tables 3.1, below

Table 3.1

Earned Value Time Phased Table
Earned Value Time-phased Incremental Data for Each Period by WBS and OBS

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
ActNam	VARCHAR	16	Activity Name	
Resnam	VARCHAR	20	Resource Name	
Period	DATETIME		End Date of Period where Each cost is Time Phased	*
WBSDesc	VARCHAR	255	WBS Description	
OBSDesc	VARCHAR	255	OBS Description	
CINCBCWS	NUMERIC	16	Cost Incremental Planned Value/BCWS	*
CINCBCWP	NUMERIC	16	Cost Incremental Planned Value/BCWP	*
CINCAWWP	NUMERIC	16	Cost Incremental Planned Value/ACWP	*
CINCETC	NUMERIC	16	Cost Incremental ETC-Future from Status Date	*
QINCBCWS	NUMERIC	16	Quantity Incremental Planned Value/BCWS	
QINCBCWP	NUMERIC	16	Quantity Incremental Planned Value/BCWP	
QINCACWP	NUMERIC	16	Quantity Incremental Planned Value/ACWP	
QINCETC	NUMERIC	16	Quantity Incremental ETC-Future from Status Date	

Management Reserve Data

The contractor shall report Management Reserve by WBS and OBS using the data elements *Transaction Date, Credit, Debit and Account Balance.* The reporting format is noted in Table 3.2, below.

Table 3.2

Earned Value Management Reserve Log Table
Management Reserve Log

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
Log Date	DATETIME		Date of MR Change	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	

ActNam	VARCHAR	16	Activity MR was applied to	
ResNam	VARCHAR	20	Resource MR was applied to	
CCREDIT	NUMERIC	16	Amount of Credit to MR	*
CBEBIT	NUMERIC	16	Amount of Debit to MR	*
CBALANCE	NUMERIC	16	Balance of MR after change	*
Narrative	TEXT		Text Description of MR change	
Document	OBJECT		Document Attachment	

Schedule Data

The contractor shall report Schedule data by WBS and OBS; the following data elements shall be reported:

- Type of Activity
- Early/Late Start
- Early/Late Finish
- Start and Finish constraints
- Durations
- Critical Path
- Total and Fee Float
- % Complete

The reporting format is noted in Tables 3.3.1 and 3.3.2, below.

Table 3.3.1

Schedule Activity Table
Activity Schedule Date

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		Status Date	*
ActNam	VARCHAR	16	Activity Name or Code or ID	*
Act Desc	VARCHAR	255	Activity Description	
WBSNUM	VARCHAR	35	WBS Element	
OBSNUM	VARCHAR	50	OBS Element	
ActType	VARCHAR	1	Activity Type (A=Activity, S=Summary, M=Milestone, H-Hammock	*
CURStrCon	VARCHAR	3	Current Start Constraint	
CURStrCon Date	DATETIME		Current Start Constraint Date	
CURFinCon	VARCHAR	3	Current Finish Constraint	
CURFinCon Date	DATETIME		Current Finish Constraint Date	
CURESDate	DATETIME		Current Early Start Date	
CUREFDate	DATETIME		Current Early Finish Date	
CURLSDate	DATETIME		Current Late Start Date	
CURLFDate	DATETIME		Current Late Finish Date	
CUR FreeFit	INT	4	Current Free Float (Days)	
CURTIFit	INT	4	Current Total Float (Days)	

CURCrit	BOOLEAN	1	Current Critical Path	
CUROrgDur	INT	4	Current Original Duration (Days)	
CURRemDur	INT	4	Current Remaining Duration (Days)	
CURPctCmp	NUMERIC	16	Current Percent Complete	
BASStrCon	VARCHAR	3	Baseline Start Constraint	
BASStrConDate	DATETIME		Baseline Start Constraint Date	
BASFinCon	VARCHAR	3	Baseline Finish Constraint	
BASFinConDate	DATETIME		Baseline Finish Constraint Date	
BASESDate	DATETIME		Baseline Early Start Date	
BASEFDate	DATETIME		Baseline Early Finish Date	
BASLSDate	DATETIME		Baseline Late Start Date	
BASLFDate	DATETIME		Baseline Late Finish Date	
BASFreeFlt	INT	4	Baseline Free Float (Days)	
BASTtlFit	INT	4	Baseline Total Float (Days)	
BASCrit	BOOLEAN	1	Baseline Critical Path	
BASOrgDur	INT	4	Baseline Original Duration (Days)	
BASRemDur	INT	4	Baseline Remaining Duration (Days)	
BASPctCmp	NUMERIC	16	Baseline Percent	

Table 3.3.2

Schedule Relationship Table
Activity Relationship Data

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		Status Date	*
ActNam	VARCHAR	16	Predecessor Activity Name or Code	*
ActNamRel	VARCHAR	16	Successor Activity Name or Code	*
CURRelType	VARCHAR	2	Current Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
CURLag	INT	4	Current Lag	*
BASRelType	VARCHAR	2	Baseline Relationship Type: FS = Finish to Start SS = Start to Start FF = Finish to Finish SF = Start to Finish HS = Hammock to Start HF = Hammock to Finish	*
BASLag	INT	4	Baseline Lag (Pos.)/Lead (Neg.)	*

Variance Analysis Data

The contractor shall report variances by WBS and OBS that exceed 10%. The following data elements shall be reported:

- Monthly Cost and Schedule Variances and Performance Indices
- Cumulative-to-Date Cost and Schedule Variances and Performance
- Indices
- Variance at Completion
- Estimate at Completion and the Method of Calculation
- Narrative

The reporting format is noted in Tables 3.4.1 and 3.4.2, below.

Table 3.4.1

Earned Value Variance WBS Table
Variance Analysis Data by WBS

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPI	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPI	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at Complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Test of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Table 3.4.2

Earned Value Variance WBS Table
Variance Analysis Data by OBS

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
OBSNUM	VARCHAR	35	OBS Element or ID	*
CINCSV	NUMERIC	16	Incremental Schedule Variance	
CINCCV	NUMERIC	16	Incremental Cost Variance	
CINCSPI	NUMERIC	16	Incremental Schedule Performance Index	
CINCCPI	NUMERIC	16	Incremental Cost Performance Index	
CCUMSV	NUMERIC	16	Cumulative Schedule Variance	
CCUMCV	NUMERIC	16	Cumulative Cost Variance	
CCUMSPI	NUMERIC	16	Cumulative Schedule Performance Index	
CCUMCPI	NUMERIC	16	Cumulative Cost Performance Index	
CVAC	NUMERIC	16	Variance at Complete	
CEIAC1	NUMERIC	16	Independent Estimate at complete 1	
IEACIMeth	VARCHAR	50	Method of Calculation for IEAC 1	
CEIAC2	NUMERIC	16	Independent Estimate at Complete 2	
IEAC2Meth	VARCHAR	50	Method of Calculation for IEAC 2	
CIEAC3	NUMERIC	16	Independent Estimate at Complete 3	
IEAC3Meth	VARCHAR	50	Method of Calculation for IEAC 3	
CIEAC4	NUMERIC	16	Independent Estimate at Complete 4	
IEAC4Meth	VARCHAR	50	Method of Calculation for IEAC 4	
CIEAC5	NUMERIC	16	Independent Estimate at Complete 5	
IEAC5Meth	VARCHAR	50	Method of Calculation for IEAC 5	
Narrative	TEXT		Test of Variance Analysis	
Document	OBJECT		Document Attachment - Optional	

Risk Data

The contractor shall report risk information by WBS and OBS by a minimum set of data elements that include, but not limited to the following:

- Type of Risk
- Probability of Occurrence
- Quantification of Risk
- Mitigation
- Status

The reporting format and current list of reportable fields is noted in Table 3.5, below

Table 3.5

Risk Log Table
Risk Log Data

Field Name	Field Type	Length	Description	Reqd.
Project Name	VARCHAR	50	Project Identification Code	*
Status Date	DATETIME		End Date of Current Reporting Period	*
WBSNUM	VARCHAR	35	WBS Element or ID	
OBSNUM	VARCHAR	50	OBS Element or ID	
RiskCode	VARCHAR	50	Identifier Code for Risk Item	*
RiskType	VARCHAR	20	Type of Risk	*
Title	VARCHAR	255	Title of Risk Item	*
RiskDate	DATETIME		The date the risk was identified in the risk management system	*
RemainAmt	VARCHAR	3	Will the remaining amount be adequate for project closeout?	
Mitigation	TEXT		Risk Mitigation Plan	
Probability	NUMERIC	16	Risk Probability	
Consequence	TEXT		Risk Impact/Consequence	
Quantity	NUMERIC	16	Quantification of Risk	
UnitofMeasure	VARCHAR	50	Unit of Measure for Quantity	
Closed	BOOLEAN	1	Risk Item Open (No) or Closed (Yes)	*
Status	TEXT		Risk Status	
Narrative	TEXT		Test Description of Risk	
Document	OBJECT		Document Attachment - Optional	

H-64 JAPAN INDEMNIFICATION (Mod 163 and 167)

(a) The Secretarial Determination and Authorization under FAR Clause 52.250-1, Indemnification under Public Law 85-804 is for the Japan earthquake and tsunami activities only. Therefore, FAR 52.250-1, Indemnification under Public Law 85-804 (Apr 1984) and Alternate 1 (Apr 1984) are incorporated by reference for only Japan as it relates to paragraph (b) below.

(b) The following activities are covered by this indemnification:

"Participation in tasks or activities by the Contractor or its subcontractors on or after March 11, 2011 that is directed or authorized by the Contracting Officer of the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration as an element of activities taken in response to the Japanese earthquake and tsunami, including efforts to address and assess damage to nuclear power plants and potential radioactive releases from these plants now and in the future."

H-65 INTERIM CONTRACT CLAUSE TO IMPLEMENT EISA 2007 AND E.O. 13514 AT DEPARTMENT OF ENERGY SITES (MOD 166)

The contractor shall:

Assist the Department through direct participation and other support in achieving the Department's scope 1, 2, and 3 greenhouse gas emission reduction goals and other goals and objectives contained in Executive Order 13514.

Report annually a comprehensive inventory of absolute greenhouse gas emissions, including specified scope 3 emissions, as directed by the Contracting Officer. Develop and implement internal policies to calculate and track greenhouse gas emissions following Federal guidelines.

Implement the *Technical Guidance on Implementing the Stormwater Runoff Requirements for Federal Projects under Section 438 of the Energy Independence and Security Act* issued by the Environmental Protection Agency.

Use low-GHG-emitting vehicles, optimize number of vehicles in fleet and follow DOE fleet guidance as provided by the Contracting Officer.

Assist the Department in meeting the pollution prevention and waste diversion goals in E.O. 13514 through source reduction and, as supported by cost-benefit analysis, diverting from disposal non-hazardous solid wastes and construction and demolition materials and debris.

Assist the Department in meeting its high performance sustainable building design, construction, operation and management, maintenance, and deconstruction goals as provided in E.O. 13514.

- Pursue cost-effective, innovative strategies, such as highly reflective and vegetated roofs, to minimize consumption of energy, water, and materials and to contribute to efforts to bring facilities into compliance with Federal Guiding Principles for high performance buildings;
- Manage existing building systems to reduce the consumption of energy, water, and materials, and identify alternatives to renovation that reduce existing assets' deferred maintenance costs;
- Identify opportunities to consolidate and dispose of existing assets, optimize the performance of the Department's real-property portfolio, and reduce associated environmental impacts.

[EISA §433]: Assist the Department in ensuring that new Federal buildings and Federal buildings undergoing major renovations reduce their fossil fuel-generated energy consumption (baseline 2003) by 55% (2010), 65% (2015), 80% (2020), 90% (2025), and 100% (2030).

[EISA §434]: Ensure major replacements of installed equipment, renovation, or expansion of existing space employ the most energy efficient designs, systems, equipment, and controls that are life-cycle cost effective. And ensure such activities contribute to compliance with the Federal Guiding Principles for high performance buildings.

[EISA §432]: As directed by the Contracting Officer, designate a facility energy manager and complete energy and water evaluations every 4 years for each facility. Ensure that facility energy managers commission equipment and establish O&M plans for measuring, verifying, and reporting

energy and water savings.

Assist the department in advancing sustainable acquisition for products and services as outlined in E.O. 13514.

- Promote electronics stewardship;
- Establish and implement policies to enable power management, duplex printing, and other energy-efficient or environmentally preferable features on all eligible agency electronic products;
- Employ environmentally sound practices with respect to the agency's disposition of all agency excess or surplus electronic products;
- Implement best management practices for energy-efficient management of servers and Federal data centers;

Assist the Department to sustain environmental management, by:

- Continuing implementation of formal environmental management systems at all appropriate organizational levels; and
- Ensuring these formal systems are appropriately implemented and maintained to achieve the performance necessary to meet the goals of E.O. 13514.

[Note: Mod 294 incorporated CAN SRNS-DOE O 436.1-IP-2, the Site Sustainability Plan, which implements many of the requirements in this clause.]

H-66 NON-FEDERAL AGREEMENTS FOR COMMERCIALIZING TECHNOLOGY (PILOT) (MOD 239)

This Clause implements a PILOT program for a new technology transfer mechanism, Agreements for Commercialization of Technology (ACT). In accordance with the requirements specified in this Clause, the Contractor may conduct privately-sponsored research at the Contractor's risk for third parties. In performing ACT work, the Contractor may use staff and other resources associated with this Contract for the purposes of conducting research and furthering the technology transfer mission of the Department, on the condition that such use does not interfere with Contractor's activities conducted as authorized by other parts of this Contract. The resources that may be used include Government-owned or leased facilities, equipment, or other property that is either in Contractor's custody or available to the Contractor under this Contract (unless specifically excluded by the Contracting Officer). For Contractor's activities conducted under authority of this Clause, the Contractor shall provide full-cost recovery, assume indemnification and liability as provided in Paragraph 9, below, and may assume other risks normally borne by private parties sponsoring research at the Laboratory. In exchange for accepting such risks, or for other private consideration provided by the Contractor, the Contractor is authorized to negotiate separate agreements (ACT agreements) with the sponsoring third parties. Under ACT agreements, the Contractor may charge those parties additional compensation beyond the direct costs of the work at the Laboratory. Any statement of work involving Federal funds or falling within the scope of a Federally-funded contract or award (other than this Contract) shall not be eligible for an ACT transaction.

DOE and the Contractor recognize that implementation of ACT under this Clause is a PILOT program authorized by the Department and that during the PILOT either party may suggest changes to the program based on the experiences gained. Furthermore, the Contractor recognizes that the Department may decide to end the PILOT at any time and that termination of the PILOT by the Department will be in accordance with Paragraph 12, below.

1. *Authority to Perform work under this Clause*. Pursuant to the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.) and other applicable authorities, the Contractor may perform work for non-federal entities, in accordance with the requirements of this Clause.

2. *Contractor's Implementation*. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this Clause, which must be approved by the Contracting Officer, and such approval shall not be unreasonably withheld.

3. *Conditions for Participation in ACT*. The Contractor:

    a. Must not perform ACT activities that would place it in direct competition with the private sector;

    b. May only conduct work under this Clause if the work does not interfere with or adversely affect projects and programs the Contractor conducts on behalf of the Government under this Contract, and complies with FFRDC requirements applicable to the Facility. If the Government determines that an activity conducted under this Clause interferes with the Department's work under the Contract, or that termination/stay/suspension of work under an ACT agreement is in the best interest of the Government, the Contractor must stop the interfering ACT work immediately to the extent necessary to resolve the interference. At any time, the Contracting Officer may require the use of specified Government-owned or leased property and facilities for the exclusive use of the Facility's mission by providing a written notice excluding said property from the Contractor's activities under this Clause. Any cost incurred as a result of Contracting Officer decisions identified in this subparagraph shall be borne by the Contractor. The Contracting Officer shall provide to the Contractor in writing its decision, identifying the issues and reasons for the decisions. The Contractor shall be provided with a reasonable opportunity to address and resolve the issues identified by the Contracting Officer;

    c. Except as otherwise excluded in this Clause, must perform all ACT activities in accordance with the standards, policies, and procedures that apply to performance under this Contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;

    d. Contractor must utilize its standard Laboratory subcontracting procedures for any work subcontracted by the Laboratory under the Contract. Otherwise, the Contractor

may subcontract ACT work scope that is not performed under the Contract using commercially reasonable subcontracting practices and terms. Costs for performing such subcontracting activities outside the scope of the Contract are not reimbursable under the Contract;

e. Must make available to DOE a summary of project information for each active ACT project, consisting of: total estimated costs; project title and description; project point of contact; and, estimated start and completion dates;

f. Is responsible for addressing the following items in ACT agreements as appropriate, as they are in non-federal WFO agreements: disposition of property acquired under the agreement, export control, notice of intellectual property infringement, and a statement that the Government and/or Contractor shall have the right to perform similar services in the Statement of Work for other Parties as otherwise authorized by this Contract subject to applicable data restrictions;

g. Must include a standard legal disclaimer notice on all publications generated under ACT activities. Each DOE contractor has its own pre-approved publications statement, and this should be used; and

h. Must insert the following disclaimer in each agreement under ACT, which must be conspicuous (e.g. bold type, all capital letters, or large font) in all Agreements under ACT so as to meet the standards of due notice.

DISCLAIMER

THIS AGREEMENT IS SOLELY BETWEEN [INSERT NAME OF CONTRACTOR] ACTING IN A PRIVATE CAPACITY AND [THE OTHER IDENTIFIED PARTY(IES)]. THE UNITED STATES GOVERNMENT IS **NOT** A PARTY TO THIS AGREEMENT, THIS AGREEMENT DOES NOT CREATE ANY OBLIGATIONS OR LIABILITY ON BEHALF OF THE GOVERNMENT AND THE GOVERNMENT MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. THE GOVERNMENT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT. THIS DISCLAIMER DOES NOT AFFECT ANY RIGHTS THE GOVERNMENT MAY

HAVE AGAINST THIRD PARTIES ARISING FROM WORK CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

4. *Contracting Authority.*

a. Subject to DOE approval as described in this Paragraph, the Contractor is here by authorized to negotiate terms and conditions between the Contractor and third parties when entering into ACT agreements. The Contractor will have no authority to bind the Government in any way with such terms and conditions. The Government will have no obligation to the Contractor due to such terms and conditions.

b. The Contractor shall submit an ACT proposal package (Package) to the Contracting Officer for approval prior to beginning work under an ACT Agreement.

i. A complete Package will include at a minimum: the identity of the parties to the ACT Agreement; the principal place of performance; any foreign ownership or control of the ACT Agreement parties; a Statement of Work; an estimate of costs incurred under the Contract; an anticipated schedule; identification of key Government equipment and facilities that will be used under the ACT Agreement; a list of expected deliverables; identification of the IP Lead and proposed selection of IP rights, as defined in DOE Class Waiver W(C)-2011-013; a signed certification by the private party(ies) that the Contractor offered the option to use CRADA and WFO alternatives (see Paragraph 7a) sufficiently that the private parties are aware of the relative costs and other differences between the ACT agreement and the CRADA and WFO alternatives; source of funds, including a statement that no Federal funds, including pass-through funds received as a subcontractor or partner, are being utilized to fund the agreement; applicable ES&H and NEPA documentation; a statement of consideration, summarizing the risk and/or consideration offered the private participants in exchange for charging beyond full cost recovery or for other compensation provided by the participants; and when multiple third parties are parties to the ACT Agreement, or otherwise requested by the Contracting Officer, an IP Management Plan that sets forth the proposed disposition of IP rights, and income and royalty sharing, among the parties to an ACT agreement.

ii. If the Contractor, Contractor’s parent, member, subsidiary, or other entity in which the Contractor, Contractor’s parent, member or subsidiary has an equity interest, is a party to the ACT Agreement, the Contractor shall include as necessary a project-specific addendum to the Master OCI Plan in the Package to address special circumstances not fully anticipated in the prior approved Master OCI Plan (see Paragraph 7).

iii. If the ACT Agreement includes a foreign entity as a party or the statement of work includes the use of human subjects, animal subjects, classified or sensitive subject matter or describes a work scope involving high risks or

hazards including environmental issues, the Contractor shall include additional information as necessary or as requested by the Contracting Officer.

c. The Contracting Officer shall use reasonable best efforts to review each complete Package submitted by the Contractor under subparagraph b. of this Paragraph within ten(10) business days of receiving the Package and provide the Contractor with approval or non-approval of the Package. The review of the complete Package by the Contracting Officer shall include a determination that the proposed work: (1) is consistent with or complementary to DOE missions and the missions of the Facility; (2) will not adversely impact programs assigned to the Facility; (3) will not place the Facility in direct competition with the domestic private sector; and (4) will not create a detrimental future burden on DOE resources.

d. Except as conditionally allowed under subparagraph i. below, the Contracting Officer must approve the Package before the Contractor may begin work under the proposed ACT Agreement. If the Contracting Officer rejects the Package then the Contracting Officer must provide said rejection to the Contractor in writing including the reasons for the rejection. Upon receipt of the Contracting Officer's written rejection, the Contractor agrees to not further pursue the work described in the package or incur additional costs under the Contract for the work described in the Package.

i. The Contractor may request a preliminary determination that the proposed scope of work is consistent with the Facility mission and the Contracting Officer will use his/her best efforts to provide such a determination within three (3) business days. Upon such a determination from the Contracting Officer the Contractor may begin work under the ACT Agreement at the Contractor's risk pending final approval of the complete Package. The Contractor must submit a complete Package, as identified in subparagraph 4b above, within (10) business days of the preliminary determination. All costs associated with the performance of work under a preliminary determination are the responsibility of the Contractor, as no Federal funds will be used to fund any work conducted under this Clause.

ii. If the Contractor, Contractor's parent, member, subsidiary, or other entity in which the Contractor, Contractor's parent, member or subsidiary has an equity interest is a party sponsoring work in connection with the ACT agreement, work may not commence until approval of the complete Package by the Contracting Officer

5. *Advance Payment for ACT Projects.* The Contractor shall be responsible for providing adequate advance payment for ACT work conducted under this Clause consistent with procedures defined in the Department's Financial Management Handbook. The Contractor shall be solely responsible for collecting payments from third parties for any work conducted under this Clause and such collections shall be independent of providing

advance payment. For such payments and for any costs, obligations, or liabilities arising due to the Contractor's work under this Clause, the Contractor is entirely at risk and the Government shall have no risk.

6. *Costs*. All direct costs associated with Contractor's work conducted under this Clause shall be directly charged to separate and identifiable accounts in accordance with the requirements of the Department's Financial Management Handbook. An allocable portion of indirect costs normally applied to equivalent work under this Contract shall also be applied to work conducted under this Clause in accordance with the requirements of the Financial Management Handbook. As required by the Financial Management Handbook, changes to the Handbook will be incorporated into this Clause by a unilateral administrative modification to the contract.

    a. Work conducted under this Clause shall be excluded from Contract award fee calculations and such fee shall not be allocable to work conducted under this Clause.

    b. No Federal funds will be used to fund work conducted under this Clause.

7. *Organizational Conflict of Interest.* Contractor shall conduct work under this Clause in a manner that minimizes the appearance of conflicts of interest and avoids or neutralizes actual conflicts of interest with Contractor's functions under this Contract. Accordingly, Contractor shall develop a Master Organizational Conflict of Interest Mitigation Plan (OCI Plan). The Master OCI Plan should address OCI issues that arise as a result of the Contractor taking a financial interest in ACT projects, especially in those cases where the Contractor retains rights in ACT IP. Such Master OCI Plan shall be provided to the Contracting Officer for review and approval as soon as practicable after execution of the Contract modification incorporating this Clause into the Contact. In addition to those elements expressly stated in the Master OCI Plan, the Department may condition any ACT transaction on such other mitigating conditions it determines are appropriate. The Master OCI Plan shall, at a minimum, include elements that address the following:

    a. *Full Disclosure*. Before work can begin under an ACT transaction, all parties to ACT agreements must sign a DOE-approved certification that they have been fully informed about the availability of WFO agreements and CRADAs in addition to ACT. The certification at a minimum shall briefly describe WFO agreements, CRADAs and ACT, and will include the relative disposition of IP rights and the costs (including any additional compensation to the Contractor under ACT) under each agreement for the scope of work being proposed for the Laboratory.

    b. *Priority of Work*. The Contractor shall not give work under ACT any special attention or priority over other work at the Laboratory. Work under ACT shall be approved by the Contracting Officer and assigned the same priority relative to other work at the Laboratory that it would normally have if performed under anon-Federal WFO agreement. The Contracting Officer has discretion to determine the agency's priority of work, considering the Contractor's input.

c. *Participation by Contractor-related Entity*: Where the Contractor, Contractor's parent, member, subsidiary, or other entity in which the Contractor, Contractor's parent, member or subsidiary has an equity interest, is a party to the ACT Agreement, the Contractor shall include as necessary an addendum to the Master OCI Plan to address special circumstances not fully anticipated in the Master OCI Plan.

d. *Right of Inquiry for ACT IP Designation.* DOE Patent Counsel may inquire into Contractor's designation of any invention or data as arising under an ACT transaction. Contractor is responsible for curing any defect identified in such inquiry, and if Contractor cannot adequately justify the designation or cure the defect, then the parties to the ACT agreement may receive modified rights in the IP to the degree necessary to resolve the issues identified by the inquiry.

8. *Intellectual Property.* Disposition of intellectual property (IP) arising from work conducted under this Clause shall be governed by Class Waiver W(C)-2011-013 (ACT Class Waiver) which is incorporated herein by reference.

a. All Contractor ACT inventions shall be reported to DOE pursuant to the requirements of the [cite Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor] clause of this Contract.

b. In reporting ACT inventions, the Contractor shall identify the ACT agreement under which the invention was made and specify the rights reserved by the Government pursuant to the ACT Class Waiver.

c. All technical data identified by the ACT client as ACT Protected Information shall also be marked to identify the ACT agreement under which the data was generated.

d. The Contractor shall ensure that all rights and obligations concerning ACT IP, including the appropriate IP provisions authorized in the ACT Class Waiver, are clearly provided in ACT agreements, and that all parties granted any rights in ACT IP are informed of the terms of the waived rights, including the rights reserved by the Government.

e. Where the Contractor receives ownership or license rights to ACT IP, the Contractor may elect to commercialize the ACT IP consistent with the Technology Transfer Mission clause of this Contract.

f. As an alternative to subparagraph e., the Contractor may elect to retain private ownership of the ACT IP and commercialize the IP using its private funds, where no costs for developing, patenting, and marketing will be allowable under this Contract. The Contractor will share royalties collected on ACT IP with inventors in accordance with paragraph (h) of the Technology Transfer Mission clause of this Contract.

g. Where terms and conditions governing Data and Subject Inventions under this Contract are inconsistent with the terms of the ACT Class Waiver, the ACT Class Waiver will control. Except as provided in this paragraph 8, licensing of ACT Subject Inventions the Contractor retains in its private capacity will not be subject to the Technology Transfer Mission clause of this Contract.

9. *Contractor Liability and Indemnification.*

a. General Indemnity.

i. The Contractor agrees to indemnify and hold harmless the Government, the Department, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the ACT Participants, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance of an ACT transaction by the Government, the Department, Contractor, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Contractor, and not directly resulting from the fault or negligence of the Government, the Department, or persons (other than the Contractor) acting on their behalf.

ii. Subject to Contracting Officer approval, the General Indemnity set forth in (i) above may be modified or waived where: (1) ACT Participants are not providing material or equipment to the Contractor to be used in the performance of the Statement of Work under the ACT transaction; and (2) ACT Participants are not sending their employees to the Facility as part of the Statement of Work; and (3) the specific activities performed under the ACT transaction are normally performed by the DOE Contractor at the Facility.

iii. Notwithstanding the provisions in a (i) and a (ii) above, the Contractor shall indemnify and hold harmless the Government, the Department, and persons acting on their behalf for loss, damage, or destruction of Government property resulting from the fault or negligence of the Contractor. Such indemnification shall be subject to a liability limit of $2,000,000 (two million dollars) per year, or such greater liability limit approved by the cognizant DOE/NNSA Program for the Facility. Above the applicable liability limit, Contractor's responsibility to the Government for such loss, damage or destruction shall be as set forth in the "Property" clause of this Contract.

b. Intellectual Property Indemnity. The Contractor shall indemnify the Government, its agents, and employees against liability, including costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed to be performed under the Statement of Work under an ACT transaction to the extent such acts are not already performed at the Facility. Such

indemnity shall not apply to a claimed infringement that is settled without the consent of the Contractor unless required by a court of competent jurisdiction.

c. Product Liability Indemnity.

i. Except for any liability resulting from any negligent acts or omissions of the Government, the Contractor agrees to indemnify the Government for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the ACT Participants or the Contractor, their assignees, or licensees, which was derived from the work performed under ACT transactions. In respect to this clause, neither the Government nor the Contractor shall be considered assignees or licensees as a result of reserved Government rights in ACT IP. The indemnity set forth in this paragraph shall apply only if the Contractor shall have been informed as soon and as completely as practical by the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Government shall have provided all reasonably available information and reasonable assistance requested by the Contractor. No settlement for which the Contractor would be responsible shall be made without the Contractor's consent, unless required by final decree of a court of competent jurisdiction.

ii. Where Contractor assigns the responsibility for indemnifying the Government under subsection c (i) above to other ACT Participants, DOE agrees to seek such indemnification from the Contractor only to the extent not satisfied after reasonable efforts to obtain indemnification from those other ACT Participants.

d. Claims and liabilities resulting from Contractor’s performance of work under an ACT transaction authorized pursuant to this Clause shall not be subject to the Contract clause entitled "Insurance - Litigation and Claims." In no event shall the Contractor be reimbursed under the Contract for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, and judgment and settlements) incurred as a result of third party claims related to the Contractor's performance under this clause.

e. Contractor shall not include any guarantee or requirement that will obligate the Government to pay or incur any costs or create any liability on behalf of the Government in any ACT agreement or commitment the Contractor executes under authority of this Clause. The Contractor agrees if the Contractor does include such a guarantee or requirement, it will have no effect on the Government, that is, the Contractor will be responsible for any costs or liability due to such a guarantee or requirement.

10. *ACT Records.* All records associated with Contractor's activities conducted under authority of this Clause shall be treated as Contractor-owned records under the provisions of the Access to and Ownership of Records clause of this Contract.

11. *Reports and Abstracts.* The Contractor shall produce the following deliverables for each ACT Agreement:

    a. An initial abstract suitable for public release at the time the ACT transaction is approved by DOE;

    b. A non-proprietary final report, upon completion or termination of the Agreement, to include a list of subject inventions; and

    c. Where pursuant to the ACT Class Waiver, the Government reserves the right to use generated data after the particular project expires, computer software in source and executable object code format as defined within the statement of work or elsewhere within the Agreement.

12. *Termination of ACT Authority.* The PILOT Program implemented by this Clause will terminate three years from the date of the Contract modification adding this Clause to the Contract, unless renewed by the Contracting Officer. The Government may provide the Contractor with written notice to terminate Contractor's authority to conduct work under this Clause at any time. If the Contractor's authority to conduct work under this Clause has expired or been terminated, the Contractor may be permitted, subject to any other provisions of this Clause, to complete any work that was DOE approved work at the time Contractor's authority to conduct work under this Clause was terminated by the Government.

13. *Successor Contractor.*

    a. To minimize the potential for negative Government programmatic impact and to facilitate seamless transition of work to a successor contractor of the Facility, ACT Agreement(s) executed under this Clause and any contractual instruments associated therewith may be novated to the successor contractor with the mutual consent of the Contractor, the successor contractor, and the parties to the affected ACT Agreement(s). If the ACT Agreement(s) cannot be novated, then the Contractor as a private sponsor shall be permitted to enter into a Non-Federal Work for Others agreement with the successor contractor that will enable completion of the statement of work. Such agreements shall be entered into pursuant to DOE WFO policies. DOE shall make good faith efforts to incorporate the terms of the applicable ACT Agreement.

    b. The Contractor may retain private ownership of any individual piece of ACT IP that it obtained during the term of the Contract if the Contractor demonstrates:

i. the ACT IP was successfully commercialized or deployed in the commercial marketplace using private funds; or

ii. the Contractor expended at least $20,000 (USD) of private funds for patenting, marketing, licensing, or maturing the ACT IP.

c. If the Contractor has not satisfied the criteria of Subparagraph b. to this Paragraph, then the Contractor and Contracting Officer, with input from the DOE Patent Counsel providing oversight to the Facility shall, prior to expiration or termination of the Contract, enter into negotiations to determine an equitable distribution of rights in the affected ACT IP. Such negotiations shall consider the equities of the parties with respect to each piece of intellectual property including, at a minimum, the private expenditures made by the Contractor for patenting, marketing, licensing, and maturing the ACT IP up to the date of Contract expiration or termination; which party is best positioned to appropriately commercialize the ACT IP; and any other equities that may apply under the circumstances.

14. *Minimum Reporting Requirements for ACT Activities*. During the ACT PILOT, the Contractor shall maintain records of its activities related to ACT in a manner and to the extent satisfactory to DOE and specifically including, but not limited to the number of ACT agreements, the amount of funds reimbursed to DOE for work under ACT, the number of private sector entities engaged through ACT that had not previously engaged the Laboratory and the number that had not previously engaged any DOE/NNSA laboratory, the amount of funds reimbursed to DOE by newly engaged entities, the number of parties and types of entities engaged in each individual ACT agreement, and the number of invention disclosures, licenses and start-ups arising from ACT. The Contractor shall obtain from each entity engaged in ACT the entity's reason(s) for selecting ACT for laboratory engagement. Also during the PILOT, the Contractor shall report the above-identified data semiannually to DOE and in such a format which will serve to adequately inform DOE of the Contractor's activities under ACT while protecting any data not subject to disclosure under this Contract. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.

H-67 NNSA/EM STRATEGIC SOURCING PARTNERSHIP (Mod 268)

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

H-68 CONFERENCE MANAGEMENT (Mod 581)

The Contractor agrees that:

a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
b) The definition of a conference is provided in Attachment 2 of a letter from the Deputy Secretary of Energy, to the Under Secretary for Science and Energy, the Under Secretary for Nuclear Security, the Deputy Under Secretary for Management and Performance, Head of All Departmental Elements, Field Site Managers, and Laboratory Directors entitled *Updated Guidance on Conference-Related Activities and Spending*, dated August 17, 2015.
c) Contractor--sponsored conferences include those events that meet the conference definition and either or both of the following:
    1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
        i) covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or
        ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
    2) The contractor authorizes use of its official seal, or other seals/logos/trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department's Conference Management Tool, including:
    1) Conference title, description, and date
    2) Location and venue
    3) Description of any unusual expenses (e.g., promotional items)
    4) Description of contracting procedures used (e.g., competition for space/support)
    5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibition fees)
    6) Number of attendees
f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the contracting officer.
g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer
    1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:

i) covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specified conference) or
ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or providing funding to the conference planners through Federal grants.

2) Attending a conference, giving a speech, or serving as honorary chairperson does not connote sponsorship.
3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

h) For *non-contractor sponsored conferences,* the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
1) Track all conferences expenses.
2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H-69 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (Sep 2015) (Mod 580)

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

"First-tier subcontact" means a subcontract awarded by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses of indirect cost.

"M&O Subcontract Reporting Capability (MOSRC)" means a DOE system and associated processes to collect key information about M&O first-tier subcontracts for reporting to the Small Business Administration.

"Transaction" means any awarded contract, agreement, order or modification, etc. (other than one involving an employer-employee relationship) entered into by a DOE M&O prime contractor calling for supplies and services (including construction) required solely for performance of the prime contract.

(b) *Limited Interim Reporting*

The Contractor shall report no less than the twenty highest dollar value first-tier small business subcontract transactions under the contract by December 1 for the previous fiscal year until the Contractor business systems can report the required data as set forth in paragraph (c) below. Classified subcontracts shall be excluded from the reporting requirement and shall not be counted towards the total number of transactions of the reporting requirement.

Transactions with a corporation, company, or subdivision that is an affiliate of the Contractor are not included in these reports.

The Contractor shall provide the data on first-tier small business subcontract transactions under the contracts, as described in the *MOSRC Guide* via the Microsoft Excel spreadsheet co-located at https://max.gov in the MOSRC Collaboration Cernter. The spreadsheet will be submitted to HQProcurementSystems@hq.doe.gov.

(c) *Full Reporting.* The Contractor shall update their business systems and processes to collect and report data to MOSRC in compliance with the MOSRC Guide. The Contractor shall report data in MOSRC for FY17 (and each year thereafter) first-tier small business subcontracting transactions under the contract. Classified subcontracts shall be excluded from the reporting requirements. All Contractor systems shall be updated in order to provide the first FY17 report in November 2016 for October 2016 transactions.

(d) *Pilot M&Os.* Oak Ridge National Laboratory, the National Security Campus at the Kansas City Plant, and the National Renewable Energy Laboratory shall have their business systems updated in order to provide the first FY16 report in April 2015 for March 2015 transactions.

H-70 WORKFORCE RESTRUCTURING (Mod 855)

(a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-

select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

(A) The separating employee is leaving voluntarily;

(B) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, etc.;

(C) The replacement results in a net reduction in headcount and costs of regular employees; and

(D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee shall be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.

(d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.

(e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 10 working days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant- general-counsel-labor-and-pension.

(f) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.

(g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE

has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

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

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

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

(k) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.231- 71(f).

H-71 CONSTRUCTION PROJECTS (Mod 898)

(a) For each construction project performed under CLIN 0007, the Contractor agrees that DOE-SR or NNSA will incorporate, by mutual agreement, appropriate Sub-CLIN specific construction terms and conditions into the M&O Contract concurrent with the award of each Sub-CLIN for the completion of that project that are not otherwise contained in the M&O Contract. The Sub-CLIN will also include specific work requirements (e.g. project title, description of work, delivery schedule [to include major milestones and/or completion dates]), in accordance with DOE O 413.3B and other applicable DOE Orders and guidance documents. When deemed appropriate, the DOE-SR or NNSA may also identify requirements applicable to work performed under CLIN 0001 (e.g., portions of DOE O 413.3B) that would not apply to a given Sub-CLIN.

(b) The Design Code of Record (COR) is defined in DOE Order 413.3B and organizes its records in a manner that supports accessibility, traceability, and maintainability of facility requirements. The Design COR for a Sub-CLIN may differ from the requirements of CLIN 0001 or the Design COR of any other Sub-CLIN of CLIN 0007. Each Sub-CLIN of CLIN 0007 will also include specific work requirements (e.g., project title, description of work, delivery schedule (to include major milestones and/or completion dates)).

(c) Capital Construction Projects are defined, for the purposes of applicability of CLIN 0007, as line item design and construction, or major equipment installation projects subject to line item appropriations. These projects by definition exceed the minor construction threshold, which is currently established as $20M but may be changed by Congressional action. This CLIN/Sub-CLIN structure may also be applied to non-line item capital projects by mutual agreement of the parties.

(1) The Contracting Officer may direct the Contractor to manage and/or perform Capital Construction Projects, or any portion thereof, under CLIN 0007 as they arise. The Contractor agrees to enter into good-faith negotiations with the Government to establish mutually agreeable terms and conditions that will apply to each Capital Construction Project. However, if the Parties cannot reach mutual agreement, the Contracting Officer may, (1) withdraw the direction to manage and/or perform a particular Capital Construction Project or (2) direct the Contractor to proceed with the management and/or performance of the Capital Construction Project pursuant to the Changes clause (DEAR 970.5243-1 [DEC 2000]). If the Contracting Officer directs the Contractor to proceed on a unilateral basis, the Sub-CLIN shall be of a cost reimbursement contract type.

The Government reserves the right to have other contractors or entities manage and/or perform any or all construction projects, including Capital Asset Projects, or any portion thereof, at the Savannah River Site. The Contractor agrees to provide site access to such other contractors or entities and to cooperate with, accommodate, and to provide such logistical support to such other contractors or entities as needed and/or as directed by the Contracting Officer. Added project costs resulting from the Contractor's failure to cooperate with any such other contractors or entities, regardless of whether incurred by the Contractor or such other contractor(s), entities, or by the Government, shall be addressed pursuant to contract clause H-47 – Support to Other Site Contractors. Activities conducted pursuant to this paragraph and related costs are within the scope of the contract.

(d) Construction projects which do not meet the definition of Capital Construction Projects in paragraph (c) of this clause, are within the scope of CLIN 00001 and shall be performed or managed by the Contractor as directed by the Government. At any time, the Government and Contractor may determine that a construction project being performed within the scope of CLIN 0001 may be suitable for performance under CLIN 0007. If the parties agree that a construction project not meeting the definition of a Capital Construction Project may be performed under CLIN 0007, the parties shall establish the Sub-CLIN in accordance with the provisions of paragraphs (a), (b), and (c) above and Section B-10 of this Contract.

(e) For construction projects performed under CLIN 0001, appropriate construction terms and conditions necessary for the completion of that project, and not otherwise contained in the M&O Contract, will be incorporated into the Contract or a work authorization, as appropriate. The work authorization will also include specific work requirements in accordance with applicable DOE Orders and the Contract's Section I.61 clause entitled "DEAR 970.5211-1, Work Authorization.

H-72 CONTRACTOR INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (1984) (Mod 903)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing-
(1) All or substantially all of the Contractor's business;
(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
(3) A separate and complete major industrial operation in connection with the performance of this contract.
(b) Under Public Law 85-804 (50 U.S.C. 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against-
(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;
(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and
(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.
(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.
(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for-
(1) Government claims against the Contractor (other than those arising through subrogation); or
(2) Loss or damage affecting the Contractor's property.
(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.
(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.
(g) The Contractor shall-

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;
(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;
(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and
(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.
(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.
(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are-
(1) Excepted from the release required under this contract's clause relating to allowable cost; and
(2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.
(j) Participation in tasks or activities by the Contractor or its subcontractors on or after March 13, 2020 through June 30, 2020 that is directed or authorized by the U.S. Department of Energy or the U.S. Department of Energy National Nuclear Security Administration, including work for others, as an element of activities taken now and through June 30, 2020 in response to COVID-19, including but not limited to efforts to test for the presence of COVID-19, to provide equipment and resources to address COVID-19, and to develop treatments and vaccines for COVID-19, to the extent the task or activity is not exempt from liability under the Public Readiness and Emergency Preparedness Act (PREP Act) or other law, or the exemption under the PREP Act or other law is limited in scope or amount which is not sufficient to provide complete protection against the liability to which the contractor is exposed.

H-73 RESERVED (Mod 1059)

H-74 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014) (Revised) (Mod 1050)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-4 entitled, Performance Guarantee Agreement. The individual signing the Performance Guarantee Agreement for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance.

DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified, and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official: [Offeror Fill-In]
Name: _____
Position: _____

Company/Organization: _____
Address: _____
Phone: _____
Facsimile: _____
Email: _____

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

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

Corporate Board of Directors: [Offeror Fill-In]
Name: _____
Position: _____
Company/Organization: _____
Address: _____
Phone: _____
Facsimile: _____
Email: _____

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

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

H-75 PARENT ORGANIZATION SUPPORT (Mod 1050)

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

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

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

(1) Monitor safety and performance in the execution of Contract requirements;

(2) Ensure achievement of Contract environmental cleanup and closure commitments;

(3) Sustain excellence of Contract key personnel;

(4) Ensure effective internal processes and controls for disciplined Contract execution;

(5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and

(6) Provide other parent organization capabilities to facilitate Contract performance.

(c) The CO may, with unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefit relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.

(d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP at least 30 days prior to:

(1) The end of the Contract Transition Period; or

(2) The commencement date of parent organization support proposed by the Contractor or required by the Government.

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

H-76 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S) (Mod 1050)

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

impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

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

H-77 ACCOUNTABILITY (Mod 1117)

The Contractor is responsible for the quality of its products and services and for assessing its operations, programs, projects and business systems and identifying deficiencies and implementing needed improvements in accordance with the terms and conditions of this Contract, regardless of whether NNSA has evaluated the Contractor's performance in any area of the Contract. The Contractor is encouraged to collaborate with its parent organization(s) (as applicable) to ensure corporate leadership, the parent's systems, processes and independent assessments are used to assess the Contractor's performance. The purpose of NNSA oversight is for assessing the Contractor's performance in meeting its obligations under this Contract, in addition to measuring progress toward NNSA missions. The Contractor's accountability described in this clause is not reduced by the fact that NNSA conducts oversight activities.

(End of clause)

H-78 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (JUN 2011) (Mod 1117)

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at https://foci.anl.gov.

(b) New users, when registering to update information under this Contract, should select "NNSA Albuquerque Complex - Office of Partnership and Acquisition Services (NA-PAS)" as the FOCI Office that will review the FOCI Submission.

(c) All FOCI documentation/forms shall be completed within the eFOCI system. NOTE: A completed SF 328, Certificate Pertaining to Foreign Interests, executed in accordance with the instructions on the certification section of the SF328, shall be printed, signed and uploaded into the eFOCI system. The SF 328 is required for first time submissions, any time there are changes to the SF 328, and at the request of the Cognizant Security Authority (CSA). Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(End of clause)

H-79 LABORATORY, PLANT, AND SITE STRATEGIC PLANNING GUIDANCE (Mod 1117)

The Contractor shall submit to NNSA a laboratory, plant, or site strategic plan annually in accordance with the annual strategic planning guidance and the terms and conditions of the contract, or as directed by the Contracting Officer. The laboratory, plant, or site M&O leadership team shall present the site's plan and engage in discussions with senior NNSA and other M&O leadership as well as with key stakeholders (e.g., DOE and interagency partners) annually, if required in the annual strategic planning guidance, and as directed by the Contracting Officer.

(End of clause)

H-80 CONTRACTOR PERFORMANCE EVALUATIONS (Mod 1117)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 Contractor Performance Information, the NNSA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractor must register in CPARS in order to view/comment on their performance reports.

(End of clause)

H-81 MITIGATING SUPPLY CHAIN RISK (OCT 2022) (Mod 1117)

DOE/NNSA utilizes a Supply Chain Risk Management (SCRM) Program to identify, assess, and monitor supply chain risks of critical vendors. The Government may use any information, public and non-public, including all-source intelligence for its analysis. The Contractor agrees that the Government may, at its own discretion, perform audits of supply chain risk processes or events consistent with other terms in the contract regarding access to records and audits. An onsite assessment may be required. Through the information obtained from a SCRM program, DOE may assess vendors and products through multiple risk lenses such as national security, cybersecurity, compliance, and finance. If supply chain risks are identified and corrective action becomes necessary, mutually agreeable corrective actions will be sought based upon specific identified risks. Failure to resolve any identified risk may result in Contract termination.

(End of clause)

H-82 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR INFORMATION AND COMMUNICATION TECHNOLOGY (OCT 2022) (Mod 1117)

(a) Definitions. As used in this clause–

Covered article - The term "covered article" includes-

(1) "Information technology" which means –

(i) any equipment or interconnected system or subsystem of equipment, used in the automatic

acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use-

(A) of that equipment, or

(B) of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(ii) computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; however,

(iii) does not include any equipment acquired by a federal contractor incidental to a federal contract.

(2) “Telecommunications Equipment”, which means equipment, other than customer premises equipment, used by a carrier to provide telecommunications services, and includes software integral to such equipment (including upgrades).

(3) “Telecommunications Service”, which means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(4) the processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program; or

(5) hardware, systems, devices, software, or services that include embedded or incidental information technology.

Supply Chain Risk- The term “Supply Chain Risk” means the risk that a person may sabotage, maliciously introduce unwanted function, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted on the covered articles.

(b) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered articles or services affecting covered articles to the Government.

(c) In order to manage supply chain risk, the Government may use the authority provided by 41 U.S.C. 4713 to, among other things, withhold consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a

subcontract under the contract.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

H-83 MITIGATING SUPPLY CHAIN RISK USING ENHANCED PROCUREMENT AUTHORITY FOR NATIONAL SECURITY SYSTEMS, NUCLEAR WEAPONS COMPONENTS AND ASSOCIATED ITEM (OCT 2022) (Mod 1117)

(a) Definitions. As used in this clause–

(1) "Covered system" means-

(A) National security systems (as defined at 44 U.S. Code § 3552) and components of such systems;

(B) Nuclear weapons and components of nuclear weapons;

(C) Items associated with the design, development, production, and maintenance of nuclear weapons or components of nuclear weapons;

(D) Items associated with the surveillance of the nuclear weapon stockpile; or

(E) Items associated with the design and development of nonproliferation and counterproliferation programs and systems.

(2) "Covered item of supply" means an item—

(A) that is purchased for inclusion in a covered system; and

(B) the loss of integrity of which could result in a supply chain risk for a covered system.

(3) "Supply Chain Risk" means the risk that an adversary may sabotage, maliciously introduce unwanted function, or otherwise subvert the design, integrity, manufacturing, production, distribution, installation, operation, or maintenance of a covered system or covered item of supply so as to surveil, deny, disrupt, or otherwise degrade the function, use, or operation of the system or item of supply.

(b) The Contractor shall take all prudent actions, and comply with all Government directions (as identified in (c)), to mitigate supply chain risk when providing covered systems or covered items of supply to the Government, and services affecting covered systems or covered items of supply.

(c) In order to manage supply chain risk, the Government may use the authority provided by 50

U.S.C. 2786, to, among other things, withhold of consent for the Contractor to subcontract with a particular source or direct the Contractor to exclude a particular source from consideration for a subcontract under the contract When the Government exercises this authority, it will only provide the Contractor with information pertaining to the basis of the action to the extent necessary to carry out the action. No action taken by the Government pursuant to 50 U.S.C. § 2786 shall be subject to review in any Federal court.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

H-84 SAFEGUARDING COVERED NNSA INFORMATION, CLOUD COMPUTING SERVICES, AND CYBERSECURITY INCIDENT REPORTING (Mod 1117)

(a) Definitions. As used in this clause—

“Authorizing official,” as defined by the National Institute of Standards and Technology (NIST) (https://csrc.nist.gov/glossary/term/authorizing_official), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

“Cloud computing,” as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor/corporate-owned records” means records not identified as Federal records (such as company proprietary information, records unrelated to the work performed under a federal contract, and other similar records) that belong to the contractor. Contractor/corporate-owned records are defined in the contract and/or through the Access to an Ownership of Records clause (48 CFR 970.5204.3). Privacy Act Systems of Record [Federal Acquisition Regulation (FAR) 52-224-2] are NOT contractor-owned records.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered NNSA

Information.

"Covered NNSA Information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at https://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, Department of Energy Order 471.7, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of NNSA in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cybersecurity incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer related data for investigative purposes in a manner that maintains the integrity of the data.

"Government data" means any information, document, media, or machine-readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

"Government-related data" means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor's business records (e.g., financial records, legal records, etc.) or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

"Information technology" has the meaning assigned in section 11101 of title 40, including cloud computing services of all types.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered NNSA Information is recorded, stored, or printed within a covered contractor information system.

"Spillage" security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) The Contractor shall provide security on all covered contractor information systems. To provide security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements delineated in paragraphs (m) through (v).
(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the Contractor shall ensure that all covered contractor information systems comply with the security requirements identified in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at https://csrc.nist.gov/publications/detail/sp/800-171/rev-2/final) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement the security requirements identified in NIST SP 800-171, as soon as practicable, but not later than twelve months after award; all software updates and patches shall be installed as soon as practicable or as applicable based on dependent application updates.

(B) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered NNSA Information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) (https://www.fedramp.gov/cloudservice-providers/), and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cybersecurity incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cybersecurity incident damage assessment.

(3) Apply other information systems security measures, in addition to those identified in

paragraphs (b)(1) and (2) of this clause, when the Contractor determines these measures are required to provide security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures shall be addressed in a system security plan.

(c) Cybersecurity incident reporting requirement.
(1) When the Contractor discovers a cybersecurity incident that affects a covered contractor information system and/or the covered NNSA Information residing therein; or affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered NNSA Information, including but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered Contractor information system(s) that were part of the Cybersecurity incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered NNSA Information, or the Contractor's ability to provide operationally critical support; and

(ii) Report Cybersecurity incidents to the NNSA Information Assurance Response Center (IARC) in accordance with the IARC Cybersecurity Incident Reporting Standard Operating Procedure (IARC-SOP-24601) which can be requested from the IARC at iarc@nnsa.doe.gov.

(2) Cybersecurity incident report. The cybersecurity incident report shall be treated as covered NNSA information created by or for the IARC.

(d) Malicious software. When the Contractor discovers and isolates malicious software in connection with a reported cybersecurity incident, the Contractor shall submit the malicious software to the IARC in accordance with instructions provided by IARC or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cybersecurity incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least one year from the submission of the cybersecurity incident report to allow NNSA to request the media.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by NNSA, the Contractor shall provide NNSA with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cybersecurity incident damage assessment activities. If NNSA elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) NNSA safeguarding and use of contractor/corporate-owned records. The Government shall

protect against the unauthorized use or release of information obtained from the Contractor (or derived from information obtained from the contractor) under this clause that includes contractor/corporate-owned records including such information submitted in accordance with paragraph (c), unless otherwise required by law. To the maximum extent practicable, the Contractor shall identify and mark contractor/corporate-owned records. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor/corporate-owned records that are included in such authorized release, seeking to include only the information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of Contractor/corporate-owned records not created by or for NNSA. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is not created by or for NNSA is authorized to be released outside of NNSA—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cybersecurity incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cybersecurity situational awareness; or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract in accordance with paragraph (w), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cybersecurity Incident Information.

(j) Use and release of Contractor attributional/proprietary information created by or for NNSA. Information that is obtained from the Contractor (or derived from information obtained from the Contractor) under this clause that is created by or for NNSA (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of NNSA for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cybersecurity incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cybersecurity incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Cloud computing security requirements. The requirements of this paragraph (m) through (v) are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls in accordance with the latest versions of DOE Order 205.1 and NNSA SD 205.1, unless notified by the Contracting Officer that this requirement has been waived by the NNSA Chief Information Officer.

(2) The Contractor shall maintain all Government data that is not physically located on NNSA premises within the United States or outlying areas (as defined by 48 C.F.R. § 2.101), unless the Contractor receives written notification from the Contracting Officer to use another location.

(n) Limitations on access to, and use and disclosure of Government data and Government related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(o) Cloud computing services Cybersecurity incident reporting. The Contractor shall report all Cybersecurity incidents that are related to the cloud computing service provided under this contract to the NNSA IARC in accordance with IARC Cybersecurity Incident Reporting Standard Operating Procedure (IARC-SOP-24601), which is available through contact with the IARC at iarc@nnsa.doe.gov.

(p) Malicious software within the cloud computing environment. The Contractor that discovers and isolates malicious software in connection with a reported Cybersecurity incident shall submit the malicious software to the IARC in accordance with instructions provided by IARC or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(q) Media preservation and protection within the cloud computing environment. When a Contractor discovers a Cybersecurity incident has occurred within the cloud computing

environment, the Contractor shall preserve and protect images of all known affected information systems identified in the IARC Incident Reporting Form (see paragraph (o) of this clause) and all relevant monitoring/packet capture data for at least one year from the submission of the IARC Incident Reporting Form to allow NNSA to request the media.

(r) Access to additional information or equipment necessary for forensic analysis. Upon request by NNSA, the Contractor shall provide NNSA with access to additional information or equipment that is necessary to conduct a forensic analysis.

(s) Cybersecurity incident damage assessment activities. If NNSA elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (q) of this clause. (t) Records management and facility access.

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to Contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(u) Notification of third-party access requests. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency.

The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(v) Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with the IARC Cybersecurity Incident Reporting Standard Operating Procedure (IARC-SOP-24601), which is available through contact with the IARC at iarc@nnsa.doe.gov.

(w) Limitations and restrictions on the use or disclosure of third-party contractor reported cybersecurity information. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a Cybersecurity incident pursuant to paragraphs (c) through (l):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to paragraphs (c) through (l) and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and nondisclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) Information provided by a third-party contractor reporting a Cybersecurity incident shall be subject to equivalent protection for use and non-disclosure obligations as those referred to in paragraph (w)(3) of this clause (with the exception that all information must be both useable and disclosable to the Government).

(5) A breach of these obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States.

(x) Subcontracts. The Contractor shall—

(1) Include this clause, including paragraph (x), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered NNSA information, cloud services, and Cybersecurity incident reporting, including subcontracts for commercial products or commercial services, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered NNSA Information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to provide incident report information to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cybersecurity incident to NNSA as required in paragraph (c) of this clause.

(End of clause)

H-85 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) PRIORITY RATING (Mod 1121)

(a) DPAS-Rated Order. As indicated in Block 1 of SF33, this contract is a DX- and DO-rated order certified for national defense use (subject to limitations in (b) below) and the Contractor is required to follow all the provisions of the Defense Priorities and Allocations System ("DPAS") regulations (15 CFR § 700, *et seq*.). In the event that any provision of the DPAS regulations conflict with any provision of this clause, the DPAS regulations control.

(b) Scope of DPAS Rating. Though this contract is rated as DX and DO, only those portions of this contract for industrial resources (as defined in 15 CFR § 700.8) necessary for the national

defense, as outlined in (b)(1) and (b)(2), are considered rated. The authority granted under this clause is not applicable to Strategic Partnership Projects (SPP) (see (g)).

(1) DO. Industrial resources in support of programs approved for priorities and allocations support by the Secretary of Defense with respect to military production and construction, military assistance to any foreign nation, space, stockpiling, and directly related activities are rated as DO upon establishment of a required delivery date (see (c)). Approved programs for assignment of a DO rating are:

Program Identification Symbol	Approved Program
A1	Aircraft
A2	Missiles
A5	Weapons
A6	Ammunition
A7	Electronics and communications equipment
B9	Production equipment (Government-owned)
C9	Miscellaneous

(2) DX. Industrial resources in direct support of programs determined by the Secretary of Defense to be of the Highest National Defense Priority as described in the Department of Defense (DoD) List of DX-Rated Programs are rated as DX-A2 upon establishment of a required delivery date or dates (see (c)). The DoD List of DX-Rated Programs is limited to only a small number of programs approved by the Department of Defense, and the Contractor shall not use a DX-A2 priority rating on any subcontracts other than those in support of a program identified in the DoD List of DX-Rated Programs. At the Contractor's request, NNSA can provide a current DoD List of DX-Rated Programs to the Contractor.

(c) Required Delivery Dates. If not expressly identified in this contract, the required delivery date for DPAS-rated items and related services is as specified in writing by the cognizant NNSA Program Office or Field Office.

(d) Placing DPAS Ratings on Subcontracts.

(1) Subcontracts that May be Assigned DPAS Ratings. When placing subcontracts that directly support a DPAS-rated portion of this contract, the Contractor may, if necessary, place DPAS-rated subcontract orders for:

(i) Items (as defined in 15 CFR § 700.8) which will be physically incorporated into other items to fill a rated portion of this contract, including that portion of such items normally consumed, or converted into scrap or by-products, in the course of processing;

(ii) Containers or other packaging materials required to make delivery of the finished items required under a rated portion of this contract;

(iii) Services, other than contracts of employment, needed to fill a rated portion of this contract;

(iv) Maintenance and repair and/or operating supplies (as defined in 15 CFR § 700.8) needed to produce the finished items to fill rated orders.

(2) Subcontracts that Shall Not be Assigned DPAS Ratings. Notwithstanding (d)(1), subcontracts shall not be assigned DPAS ratings to obtain:

(i) Any items that (i) are commonly available in commercial markets for general consumption; (ii) do not require major modification when purchased for approved program use; and (iii) are readily available in sufficient quantity so as to cause no delay in meeting approved program requirements;

(ii) Any items to be used primarily for administrative purposes, such as for personnel or financial management;

(iii) Delivery of items or services on a date earlier than needed;

(iv) A greater quantity of the item than needed, except to obtain a minimum procurable quantity;

(v) Any items related to the development of chemical or biological warfare capabilities or the production of chemical or biological weapons, unless such development or production has been authorized by the President or the Secretary of Defense; or

(vi) Copper raw materials, crushed stone, gravel, sand, scrap, slag, central steam heat or waste paper;

(vii) Any items subject to the authorities granted exclusively to other agencies by Executive Order 13603 (e.g., health resources, civil transportation, etc.).

(3) Subcontract Terms. The Contractor shall ensure that any rated subcontracts are appropriately rated and contain terms substantially the same as (a) and (d) of this clause.

(e) Contractor's Responsibility. It is the Contractor's responsibility to ensure that it complies with DPAS regulations, this clause, and other pertinent authorities. Though the Government may review certain Contractor subcontract solicitation and award documents (in accordance

with other provisions of this Contract), that review shall not be construed as consent that the Contractor's choice to rate a subcontract is appropriate. If the Contractor has specific questions regarding the rating on this Contract or its applicability to subcontracts, the Contractor has an affirmative duty to seek clarification from the appropriate contracting officer.

(f) Records and Reporting Requirements.

(1) Record Retention. Notwithstanding any other provision of this contract, the Contractor shall maintain and preserve for at least three years, accurate and complete records related to any DPAS-rated subcontract.

(2) Reporting. On a semi-annual basis (January 15 and July 15 of each year), the Contractor shall provide to the Contracting Officer a summary of all DPAS-rated subcontract orders placed in the preceding six, calendar months by the Contractor. This information shall be contained in a sortable Microsoft® Excel spreadsheet with the following information (contained in separate columns):

(i) Date the rated subcontract order was placed;

(ii) Subcontract order identification number;

(iii) Description of items or services acquired;

(iv) Rating and Approved Program Identifier assigned to the subcontract (e.g., DO-A2); and

(v) A detailed justification for the rating assigned.

(g) SPP. The priority ratings assigned to the Contract are not authorized for use in support of SPP. Use of DPAS priority ratings for SPP is governed by the priority rating, if any, assigned by the Non-DOE/non-NNSA entity requesting the work. The Contractor is responsible for complying with instructions provided by the non-DOE/non-NNSA entity regarding the applicability of DPAS to SPP.

(End of Clause)

H-86 PERSONAL PROTECTIVE EQUIPMENT (PPE) STRATEGIC RESERVE (Mod 1148)

The Contractor shall maintain and track the Site NNSA Strategic Reserve of critical PPE and cleaning consumables for all onsite federal employees, M&O contractor and subcontractor (if applicable) employees, and routine visitors to support continuity of critical mission work.

(End of clause)

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

TABLE OF CONTENTS

Clause No.	FAR/DEAR Reference	TITLE	Page No.
I.1	FAR 52.252-2	Clauses Incorporated By Reference (FEB 1998)	1
I.2	FAR 52.202-1	Definitions (July 2004) (As Modified by DEAR 952.202-1)	7
I.3	FAR 52.204-1	Approval of Contract (Dec 1989)	8
I.4	FAR 52.208-8	Required Sources for Helium and Helium Usage Data (Apr 2002)	8
I.5	FAR 52.211-15	Defense Priority and Allocation Requirement (Sept 1990)	9
I.6	FAR 52.215-13	Subcontractor Cost or Pricing Data—Modifications (Oct 1997)	9
I.7	FAR 52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (July 2005)	9
I.8	FAR 52.217-8	Option to Extend Services (Nov 1999)	10
I.9	FAR 52.222-20	Walsh-Healey Public Contracts Act (Dec 1996)	10
I.10	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) *Alternate I (July 1995)*	10
I.11	FAR 52.223-11	Ozone-Depleting Substances (May 2001)	12
I.12	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	12
I.13	FAR 52.225-1	Buy American Act - Supplies (Nov 2021) (Mod 1032)	12
I.14	FAR 52.225-8	Duty-Free Entry (Feb 2000)	14
I.15	FAR 52.225-9	Buy American Act—Construction Materials (Nov 2021) (Mod 1032)……..	17
I.16	FAR 52.227-10	Filing of Patent Applications—Classified Subject Matter (Apr 1984)	20
I.17	FAR 52.227-23	Rights to Proposal Data (Technical) (June 1987)	21
I.18	FAR 52.229-10	State of New Mexico Gross Receipts and Compensating Tax (Apr 2003)	21
I.19	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	22
I.20	FAR 52.247-1	Commercial Bill of Lading Notations (Apr 1984)	23
I.21	FAR 52.247-67	Submission of Transportation Documents for Audit (Feb 2006) (Mod 1019)	23

Clause No.	FAR/DEAR Reference	TITLE	Page No.
I.22	FAR 52.249-6	Termination (Cost-Reimbursement) (May 2004) Modified by DEAR 970.4905-1 (Dec 2000)	24
I.23	FAR 52.251-1	Government Supply Sources (Apr 1984) (Deviation)	28
I.24	FAR 52.252-4	Alterations in Contract (Apr 1984)	28
I.25	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984)	28
I.26	DEAR 952.204-2	Security (JUNE 2009) (Mod 075)	28
I.27	DEAR 952.204-71	Sensitive Foreign Nations Controls (MAR 2011) (Mod 877)	32
I.28	DEAR 952.215-70	Key Personnel (DEC 2000)	32
I.29	DEAR 952.217-70	Acquisition of Real Property (APR 1984)	32
I.30	DEAR 952.235-71	Research Misconduct (JUL 2005)	33
I.31	DEAR 952.242-70	Technical Direction (DEC 2000)	36
I.32	DEAR 952.247-70	Foreign Travel (DEC 2000)	37
I.33	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (OCT. 2005)	37
I.34	DEAR 970.5203-1	Management Controls (DEC 2000) (CLASS DEVIATION) [DOE Acquisition Letter 2005-04, 11/02/2004]	40
I.35	DEAR 970.5203-2	Performance Improvement and Collaboration (MAY 2006) (AMENDMENT 001)	41
I.36	DEAR 970.5203-3	Contractor's Organization (DEC 2000)	42
I.37	DEAR 970.5204-1	Counterintelligence (DEC 2000) (DEVIATION)	42
I.38	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000) (DEVIATION) (AMENDMENT 003)	43
I.39	DEAR 970.5204-3	Access to and Ownership of Records (OCT 2014) (Mod 0928)	44
I.40	DEAR 970.5215-1	Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2024) (Mod 1117)	45
I.41	RESERVED		48
I.42	DEAR 970.5215-4	Cost Reduction (DEC 2000)	48
I.43	RESERVED		51
I.44	DEAR 970.5227-2	Rights in Data-Technology Transfer (JUL 2006) (DEVIATION)	51
I.45	DEAR 970.5227-3	Technology Transfer Mission (JUL 2006) (DEVIATION)	64
I.46	DEAR 970.5227-10	Patent Rights-Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (AUG 2002) ALTERNATE I	75

Clause No.	FAR/DEAR Reference	TITLE	Page No.
I.47	DEAR 970.5227-12	Patent Rights-Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver (AUG 2002) ALTERNATE I	86
I.48	DEAR 970.5228-1	Insurance – Litigation and Claims (JUL 2013)	98
I.49	DEAR 970.5231-4	Pre-existing Conditions (DEC 2000) (Alternate I) (DEC2000)	99
I.50	DEAR 970.5231-4	Pre-existing Conditions (DEC 2000) (Alternate II) (DEC 2000)	100
I.51	DEAR 970.5232-2	Payments and Advances (DEC 2000) ALTERNATE II (DEC 2000) and ALTERNATE III (DEC 2000)	100
I.52	DEAR 970.5232-3	Accounts, Records, and Inspection (DEC 2000) (DEVIATION) [DOE Acquisition Letter 2005-04, 11/02/2004]	103
I.53	DEAR 970.5232-4	Obligation of Funds (DEC 2000)	105
I.54	DEAR 970.5236-1	Government Facility Subcontract Approval (Dec 2000)	107
I.55	RESERVED		107
I.56	DEAR 970.5244-1	Contractor Purchasing System (Aug 2016) (Mod 1032)	107
I.57	DEAR 970.5245-1	Property (DEC 2000)	111
I.58	DEAR 970.5245-1	Property (DEC 2000) Alternate I (DEC 2000)	115
I.59	FAR 52.234-3	Notice of Earned Value Management System – Post Award IBR (JUL 2006) (Amendment 001)	119
I.60	FAR 52.222-54	Employment Eligibility Verification (Jan 2009) (Modification 051)	120
I.61	DEAR 970.5211-1	Work Authorization (May 2007)	122
I.62	DEAR 931.205-33	Professional and Consultant Service Costs	124
I.63	FAR 52.503-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)	124
I.64	FAR 52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (Deviation) (Mod 1009)	124
I.65	FAR 52.225-11	Buy American – Construction Materials Under Trade Agreement (Mod 1032)	125
I.66	FAR 52.223-2	Reporting Of Biobased Products Under Service and Construction Contracts (May 2024) (Deviation Feb 2025) (Mod 1132)	130
I.67	FAR 52.223-10	Waste Reduction Program (May 2024) (Deviation Feb 2025) (Mod 1132)	130
I.68	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (Deviation Jan 2026) Alternate I-Deviation (Deviation Jan 2026) (Mod 1148)	131

PART II – CONTRACT CLAUSES

SECTION I: CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (FAR) 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:

Federal Acquisition Regulations	*http://www.arnet.gov/far/*
Federal Acquisition Forms	*http://www.gsa.gov/forms/farnumer.htm*
Department of Energy Acquisition Regulations	*http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/* *or* *http://farsite.hill.af.mil/vfdoe1.htm*

NOTICE – SECTION I CLAUSES INCORPORATED BY REFERENCE

The references cited herein are from the FAR (48 CFR Chapter 1) and the U.S. Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9). The following FAR and DEAR clauses are hereby incorporated by reference:

FAR 52.203-3 GRATUITIES (APR 1984)

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2005)

FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)

FAR 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) (MOD

	1032)
FAR 52.204-13	**SYTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)(MOD 1032)**
FAR 52.204-27	**PROHIBITION ON A BYTEDANCE COVERED APPLICATION (Mod 1059)**
FAR 52.209-6	**PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)**
FAR 52.211-5	**MATERIAL REQUIREMENTS (AUG 2000)**
FAR 52.215-8	**ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)**
FAR 52.215-10	**PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)**
FAR 52.215-15	**PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**
FAR 52.215-17	**WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**
FAR 52.216-7	**ALLOWABLE COST AND PAYMENT (AUG 2018) (Mod 1058)**
FAR 52.217-9	**OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (AMENDMENT 002)**
FAR 52.219-8	**UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
FAR 52.219-9	**SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2005) Alternate II (OCT 2001)**
FAR 52.219-16	**LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
FAR 52.219-25	**SMALL DISADVANTEGD BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)**
FAR 52.222-1	**NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
FAR 52.222-3	**CONVICT LABOR (JUNE 2003)**
FAR 52.222-4	**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATON (JULY 2005)**
FAR 52.222-21	**PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
FAR 52.222-26	**EQUAL OPPORTUNITY (APR 2002)**
FAR 52.222-29	**NOTIFICATION OF VISA DENIAL (JUNE 2003)**
FAR 52.222-35	**EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAME ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**
FAR 52.222-36	**AFFIRMATIVE ACTION FOR WORKERS WITH DISABLITIES (JUNE 1998)**

FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELGIBLE VETERANS (DEC 2001)
FAR 52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
FAR 52.223-2	RESERVED (MOD 1132)
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) Alternate I (AUG 2003)
FAR 52.223-10	RESERVED (MOD 1132)
FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007) (Mod 251)
FAR 52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) (Mod 251)
FAR 52-223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008) (Mod 251)
FAR 52.223-19	RESERVED (MOD 1132)
FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
FAR 52.224-2	PRIVACY ACT (APR 1984)
FAR 52.225-5	TRADE AGREEMENTS (OCT 2019) (MOD 1032)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (MOD 1032)
FAR 52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (JUN 2000)
FAR 52.230-2	COST ACCOUNTING STANDARDS (APR 1998)
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)
FAR 52.232-18	AVAILABILITY OF FUNDS (APR 1984)
FAR 52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
FAR 52.232-25	PROMPT PAYMENT (OCT 2008) ALT I (FEB 2002) (Mod 251)
FAR 52.233-1	DISPUTES (JULY 2002) Alternate I (DEC 1991)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) Alternate I (JUNE 1985)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
FAR 52.234-4	EARNED VALUE MANAGEMENT SYSTEM (JULY 2006) (AMENDMENT 001)
FAR 52.236-8	OTHER CONTRACTS (APR 1984)

FAR 52.237-3	**CONTINUITY OF SERVICES (JAN 1991)**
FAR 52.242-1	**NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
FAR 52.242-13	**BANKRUPTCY (JULY 1995)**
FAR 52.244-5	**COMPETITION IN SUBCONTRACTING (DEC 1996)**
FAR 52.244-6	**SUBCONTRACTS FOR COMMERICAL ITEMS (FEB 2006)**
FAR 52.247-63	**PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)**
FAR 52.247-64	**PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERICAL VESSELS (FEB 2006)**
FAR 52.249-14	**EXCUSABLE DELAYS (APR 1984)**
FAR 52.251-2	**INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**
FAR 52.253-1	**COMPUTER GENERATED FORMS (JAN 1991)**

DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES

DEAR 952.203-70	**WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**
DEAR 952.204-70	**CLASSIFICATION/DECLASSIFICATION (SEP 1997)**
DEAR 952.204-75	**PUBLIC AFFAIRS (DEC 2000)**
DEAR 952.208-7	**TAGGING OF LEASED VEHICLES (APR 1984)**
DEAR 952.209-72	**ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) ALTERNATE I**
DEAR 952.211-71	**PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996) (ALTERNATIVE 1)**
DEAR 952.219-70	**DOE MENTOR PROTÉGÉ PROGRAM (MAY 2000)**
DEAR 952.223-75	**PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)**
DEAR 952.223-78	**SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) (Mod 251)**
DEAR 952.224-70	**PAPERWORK REDUCTION ACT (APR 1994)**
DEAR 952.226-74	**DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)**
DEAR 952.251-70	**CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000) (DEVIATION)**
DEAR 970.5208-1	**PRINTING (DEC 2000)**
DEAR 970.5217-1	**WORK FOR OTHERS PROGRAM (NON-DOE FUNDED WORK) (JAN 2005)**
DEAR 970.5222-1	**COLLECTIVE BARGAINING AGREEMENTS MANAGEMENT AND**

	OPERATING CONTRACTS (DEC 2000)
DEAR 970.5222-2	**OVERTIME MANAGEMENT (DEC 2000)**
DEAR 970.5223-1	**INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)**
DEAR 970.5223-2	**AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)**
DEAR 970.5223-4	**WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)**
DEAR 970.5223-5	**DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)**
DEAR 970.5223-6	**EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010) (Mod 251)**
DEAR 970.5223-7	**SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) (Mod 251)**
DEAR 970.5226-2	**WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFNESE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)**
DEAR 970.5226-3	**COMMUNITY COMMITMENT (DEC 2000)**
DEAR 970.5227-4	**AUTHORIZATION AND CONSENT (AUG 2002)**
DEAR 970.5227-5	**NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**
DEAR 970.5227-6	**PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)**
DEAR 970.5227-7	**ROYALTY INFORMATION (DEC 2000)**
DEAR 970.5227-8	**REFUND OF ROYALTIES (AUG 2002)**
DEAR 970.5229-1	**STATE AND LOCAL TAXES (DEC 2000)**
DEAR 970.5232-1	**REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)**
DEAR 970.5232-5	**LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)**
DEAR 970.5232-6	**WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000)**
DEAR 970.5232-7	**FINANCIAL MANAGEMENT SYSTEM (DEC 2000)**
	Refer to Ltr. SRNS-F5100-2010-00244, dated 8/23/2010
DEAR 970.5232-8	**INTEGRATED ACCOUNTING (DEC 2000)**
DEAR 970.5235-1	**FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2000)**
DEAR 970.5242-1	**PENALTIES FOR UNALLOWABLE COSTS (DEC 2000)**
DEAR 970.5243-1	**CHANGES (DEC 2000)**

(Mod 1067) The following Federal Acquisition Regulation (FAR) clauses are incorporated into the Contract by reference for NNSA Sub-CLIN 0007 AA work scope only. These clauses shall flow down and/or apply to all contractors (including SRNS) directly performing construction activities. This clause does not apply retroactively to Government-authorized Contractor construction work scope(s) prior to the effective date of the modification incorporating these clauses.:

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.222-6	Construction Wage Rate Requirements	Aug 2018
52.222-7	Withholding of Funds	May 2014
52.222-8	Payrolls and Basic Records	Jul 2021
52.222-9	Apprentices and Trainees	Jul 2005
52.222-10	Compliance With Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	May 2014
52.222-12	Contract Termination – Debarment	May 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	May 2014
52.222-16	Approval of Wage Rates	May 2014
52.222-27	Affirmative Action Compliance Requirements for Construction	Apr 2015
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method)	Aug 2018
52.232-22	Limitation of Funds	Apr 1984
52.236-5	Material and Workmanship	Apr 1984

(Mod 1125) Part II – Contract Clauses, Section I, is modified to add the following clauses to the list of FAR clauses in I.1, FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998). These clauses retroactively apply to all applicable work under this contract and subcontracts effective the extension date of this contract, October 1, 2022, and going forward, as follows: Date of Clauses listed below in bold apply to the prime contract. For subcontracts, the Date of Clauses listed below in bold apply to solicitations issued on or after October 9, 2023, and the Dates of Clauses inside parentheses apply to solicitations issued prior to October 9, 2023, unless modified to the updated clauses.

FAR NUMBER	CLAUSE TITLE *(Any insertions appear below the title in italics)*	DATE OF CLAUSE
52.222-6	Construction Wage Rate Requirements	**Aug 2018** (Jul 2005)
52.222-7	Withholding of Funds	**May 2014** (Feb 1988)
52.222-8	Payrolls and Basic Records	**Jul 2021**

		(Feb 1988)
52.222-9	Apprentices and Trainees	**Jul 2005** (Jul 2005)
52.222-10	Compliance With Copeland Act Requirements	**Feb 1988** (Feb 1988)
52.222-11	Subcontracts (Labor Standards)	**May 2014** (Jul 2005)
52.222-12	Contract Termination – Debarment	**May 2014** (Feb 1988)
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	**May 2014** (Feb 1988)
52.222-14	Disputes Concerning Labor Standards	**Feb 1988** (Feb 1988)
52.222-15	Certification of Eligibility	**May 2014** (Feb 1988)
52.222-16	Approval of Wage Rates	**May 2014** (May 2014)
52.222-30	Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method)	**Aug 2018** (Aug 2018)
52.222-62	Paid Sick Leave Under Executive Order 13706	**Jan 2022** (Jan 2022)

NOTICE – SECTION I CLAUSES INCORPORATED BY FULL TEXT

The references cited herein are from the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9). Note: The titles and page locations of the **clauses incorporated by full text** are as follows:

I.2 FAR 52.202-1 Definitions (July 2004) (As Modified by DEAR 952.202-1)

(a) Head of Agency means: (i) The Secretary; (ii) Deputy Secretary; (*iii)* Under Secretaries of the Department of Energy and (iv) the Chairman, Federal Energy Regulatory Commission.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at http://www.acqnet.gov at the end of the FAR, after the FAR Appendix.

(c) The term DOE means the Department of Energy, FERC means the Federal Energy Regulatory Commission, and NNSA means the National Nuclear Security Administration.

(d) The term Senior Procurement Executive means, for DOE:
Department of Energy – Director, Office of Procurement and Assistance Management, DOE;
National Nuclear Security Administration – Administrator for Nuclear Security, NNSA; and
Federal Energy Regulatory Commission – Chairman, FERC.

I.3 FAR 52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the DOE Procurement Executive or his/her designees and shall not be binding until so approved.

I.4 FAR 52.208-8 Required Sources for Helium and Helium Usage Data (Apr 2002)

(a) *Definitions*.

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements.

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier—

(i) The name of the supplier;

(ii) The amount of helium purchased;

(iii) The delivery date(s); and

(iv) The location where the helium was used.

(c) *Subcontracts*. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

I.5 FAR 52.211-15 Defense Priority and Allocation Requirement (Sept 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

I.6 FAR 52.215-13 Subcontractor Cost or Pricing Data—Modifications (Oct 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

I.7 FAR 52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (July 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the FAR. When determining or agreeing on the method

for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

I.8 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration.

I.9 FAR 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

I.10 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (July 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(4) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(5) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

I.11 FAR 52.223-11 Ozone-Depleting Substances (May 2001)

(a) *Definition*. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.12 FAR 52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

I.13 FAR 52.225-1 Buy American – Supplies (Nov 2021) (MOD 1032)

(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 product (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.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (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 end product.

Domestic end product means—
(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;
(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. 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 end product 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 end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

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 end product means an end product other than a domestic end product.

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) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

I.14 FAR 52.225-8 Duty-Free Entry (Feb 2000)

(a) *Definition*. “Customs territory of the United States” means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of $10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the:

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if:

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the:

(1) Delivery address of the Contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, _____ [*agency*] _____, Duty-free entry to be claimed pursuant to Item No(s) _____ [*from Tariff Schedules*] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR Part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to:

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the:

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if:

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of $10,000 may be imported into the customs territory of the United States.

I.15 FAR 52.225-9 Buy American Act – Construction Materials (Nov 2021) (MOD 1032)

(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 product (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.

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 55 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. 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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (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 product or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "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. 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;

(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)*
Item1:			
Foreign construction material	____	____	____
Domestic construction material	____	____	____
Item2:	____	____	____
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.16 FAR 52.227-10 Filing of Patent Applications—Classified Subject Matter (Apr 1984)

(a) Before filing or causing to be filed a patent application in the United States disclosing any subject matter of this contract classified "Secret" or higher, the Contractor shall, citing the 30-day provision below, transmit the proposed application to the Contracting Officer. The Government shall determine whether, for reasons of national security, the application should be placed under an order of secrecy, sealed in accordance with the provision of 35 U.S.C. 181-188, or the issuance of a patent otherwise delayed under pertinent United States statutes or regulations. The Contractor shall observe any instructions of the Contracting Officer regarding the manner of delivery of the patent application to the United States Patent Office, but the Contractor shall not be denied the right to file the application. If the Contracting Officer shall not have given any such instructions within 30 days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.

(b) Before filing a patent application in the United States disclosing any subject matter of this contract classified "Confidential," the Contractor shall furnish to the Contracting Officer a copy of the application for Government determination whether, for reasons of national security, the application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent United States statutes or regulations.

(c) Where the subject matter of this contract is classified for reasons of security, the Contractor shall not file, or cause to be filed, in any country other than in the United States as provided in

paragraphs (a) and (b) of this clause, an application or registration for a patent containing any of the subject matter of this contract without first obtaining written approval of the Contracting Officer.

(d) When filing any patent application coming within the scope of this clause, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter and shall promptly furnish to the Contracting Officer the serial number, filing date, and name of the country of any such application. When transmitting the application to the United States Patent Office, the Contractor shall by separate letter identify by agency and number the contract or contracts that require security classification markings to be placed on the application.

(e) The Contractor agrees to include, and require the inclusion of, this clause in all subcontracts at any tier that cover or are likely to cover classified subject matter.

I.17 FAR 52.227-23 Rights to Proposal Data (Technical) (June 1987)

Except for data contained on pages (none), 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 06/06/07, upon which this contract is based.

I.18 FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (Apr 2003) (As modified by DEAR 970.2904-1)

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

State of New Mexico Taxation and Revenue Dept.
Revenue Division
PO Box 630
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the U.S. Department of Energy and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The U.S. Department of Energy may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the U.S. Department of Energy, may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the U.S. Department of Energy to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

I.19 FAR 52.239-1 Privacy or Security Safeguards (Aug 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.20 FAR 52.247-1 Commercial Bill of Lading Notations (Apr 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ [*name the specific agency*] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the _____ [*name the specific agency*] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. _____. This may be confirmed by contacting _____ [*Name and address of the contract administration office listed in the contract*].

I.21 FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006) (Mod 1019)

(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-

General Services Administration
ATTN: FWA
1800 F Street, NW
Washington, DC 20405.

(End of clause)

I.22 FAR 52.249-6 Termination (Cost-Reimbursement) (May 2004) Modified by DEAR 970.4905-1 (Dec 2000)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if—

(1) The Contracting Officer determines that a termination is in the Government's interest; or
(2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (c)(6) of this clause; *provided, however*, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in paragraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under paragraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation as supplemented in subpart 970.31 of the Department of Energy Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor—

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

I.23 FAR 52.251-1 Government Supply Sources (Apr 1984) (Deviation)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Property," shall apply to all property acquired under such authorization.

I.24 FAR 52.252-4 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

I.25 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.

I.26 DEAR 952.204-2 Security (JUNE 2009) (Modification 075)

As prescribed in 904.404(d)(l), the following clause shall be included in contracts entered into under section 31 (research assistance, 42 U.S.C. 2051), or section 41 (ownership and operation of production facilities, 42 U.S.C. 2061) of the Atomic Energy Act of 1954, and in other contracts and subcontracts which involve or are likely to involve classified information or special nuclear material.

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the

retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations*. The Contractor agrees to comply with all security regulations and contract requirements of DOE in effect on the date of award.

(c) *Definition of Classified Information*. The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) *Definition of Restricted Data*. The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formerly Restricted Data*. The term *"Formerly Restricted Data"* means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information*. The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material*. The term "*special nuclear material*" means:
(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or
(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel*. (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:

A. The date(s) each Review was conducted;

B. Each entity that provided information concerning the individual;

C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

E. The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) *Foreign Ownership, Control, or Influence.* (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must require such

Subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73 and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

I.27 DEAR 952.204-71 Sensitive Foreign Nations Controls (MAR 2011) (Modification 877)

(a) In connection with any activities in the performance of this contract, the Contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the Contractor by written notice as sensitive foreign nations. The Contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the Contracting Officer if the Contractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the Contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.

(b) The provisions of this clause shall be included in any subcontracts which may involve making unclassified information about nuclear technology available to sensitive foreign nations.

I.28 DEAR 952.215-70 Key Personnel (DEC 2000)

(a) The personnel listed below or elsewhere in this contract [See Attachment to Section J] are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

(b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.29 DEAR 952.217-70 Acquisition of Real Property (APR 1984)

(a) Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by:

(1) Purchase, on the Government's behalf or in the contractor's own name, with title

eventually vesting in the Government.

(2) Lease, and the Government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.

(3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.

(b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the contracting officer.

(c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

I.30 DEAR 952.235-71 Research Misconduct (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the contracting officer, the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:

(1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

(3) Inform the contracting officer if an initial inquiry supports a formal investigation and, if requested by the contracting officer thereafter, keep the contracting officer informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the contractor will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor's adjudicating official, and the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(c) The Department may elect to act in lieu of the contractor in conducting an inquiry or investigation into an allegation of research misconduct if the contracting officer finds that:

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;

(3) DOE involvement is necessary to ensure the public heath, safety, and security, or to prevent harm to the public interest; or,

(4) The allegation involves possible criminal misconduct.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Department, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication should be complete within 60 days of receipt of the record of investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the contracting officer. The contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the

seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

(e) DOE reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor's good faith administration of this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If DOE pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) Definitions.

Adjudication means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

Fabrication means making up data or results and recording or reporting them.

Falsification means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

Finding of Research Misconduct means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

Inquiry means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

Investigation means the formal examination and evaluation of the relevant facts.

Plagiarism means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Research means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

Research record means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

(g) By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the

requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

(h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

I.31 DEAR 952.242-70 Technical Direction (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

I.32 DEAR 952.247-70 Foreign Travel (DEC 2000)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any subsequent version of the order in effect at the time of award.

I.33 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (OCT. 2005)

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

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

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

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

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

(e) (1) *Waiver of Defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

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

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

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

1. Negligence;

2. Contributory negligence;

3. Assumption of risk; or

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

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

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

(v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

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

(3) The waivers set forth above:

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

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

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

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

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

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

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

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

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

or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

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

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

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

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

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

I.34 DEAR 970.5203-1 Management Controls (DEC 2000)(CLASS DEVIATION) [DOE Acquisition Letter 2005-04, 11/02/2004]

(a) (l) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic activities. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and activities assigned to the contractor are properly executed; efficient and effective operations are promoted; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports

necessary to maintain accountability and managerial control are accurate, reliable, and timely.

(2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.

(3) Such systems shall be an integral part of the contractor's management activities, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.

(4) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity.

(b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.

(c) On an annual basis, the Contractor through an officer at a level above the Chief Executive, shall submit an assurance to the Contracting Officer that the system of management controls, including all systems revised in accordance with the clause of this Contract, entitled, “Application of DOE Contractor Requirements Documents,” is adequate to assure that the objectives of the management system are being accomplished and that the system and controls are effective and efficient.”

I.35 DEAR 970.5203-2 Performance Improvement and Collaboration (MAY 2006) (Amendment 001)

(a) The contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, outsourcing decisions, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.

(b) The contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide

information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.

(c) The contractor may consult with the contracting officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The contractor may request the assistance of the contracting officer in the communication of the success of improvements to other management and operating contractors in accordance with paragraph (b) of this clause.

(d) The contractor shall notify the contracting officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

I.36 DEAR 970.5203-3 Contractor's Organization (DEC 2000)

(a) Organization chart. As promptly as possible after the execution of this contract, the contractor shall furnish to the contracting officer a chart showing the names, duties, and organization of key personnel (see 48 CFR 952.215-70) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.

(b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the contractor satisfactory to the contracting officer shall be in charge of the work at the site, and any work off-site, at all times.

(c) Control of employees. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the contracting officer may require, with the approval of the Secretary of Energy, the contractor to remove the employee from work under the contract. This includes the right to direct the contractor to remove its most senior key person from work under the contract for serious contract performance deficiencies.

(d) Standards and procedures. The contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the contracting officer.

I.37 DEAR 970.5204-1 Counterintelligence (DEC2000) (DEVIATION)

(a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 475.1, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.

(b) **(DEVIATION)** The Contractor shall comply with requirements established by the SR Counterintelligence Officer. The SR Counterintelligence Officer will be responsible for conducting defensive Counterintelligence briefings and debriefings of Contractor employees traveling to foreign

countries or interacting with foreign nationals. The Contractor shall be responsible for requesting defensive Counterintelligence briefings and debriefings of Contractor employees who have traveled to foreign countries or interacted with foreign nationals. The contractor shall coordinate Counterintelligence Awareness training activities with the SR Counterintelligence Officer. The Contractor shall immediately report targeting, suspicious activity and other Counterintelligence concerns to the SR Counterintelligence Officer; and provide assistance to other elements of the U.S. Intelligence Community as stated in the aforementioned Executive Order, the DOE Counterintelligence Order, and other pertinent national and Departmen*tal Counterintelligence requirements.*

I.38 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000) (Amendment 003)

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

I.39 DEAR 970.5204-3 Access to and Ownership of Records (OCT 2014) (Mod 928)

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

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause. [The contracting officer shall identify which of the following categories of records will be included in the clause, excluding records operated and maintained in DOE Privacy Act system of records].

(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, excluding records operated and maintained by the Contractor in Privacy Act system of records. Employee-related systems of record may include, but are not limited to: Employee Relations Records (DOE-3), Personnel Records of Former Contractor Employees (DOE-5), Payroll and Leave Records (DOE-13), Report of Compensation (DOE-14), Personnel Medical Records (DOE-33), Employee Assistance Program (EAP) Records (DOE-34) and Personnel Radiation Exposure Records (DOE-35).

(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and

conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 CFR Chapter XII, Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that contain the Integration of Environment, Safety and Health into Work Planning and Execution clause at 952.223-71 or, the Radiation Protection and Nuclear Criticality clause at 952.223-72.

(End of clause)

I.40 DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2024) (Mod 1117)

(a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in

accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, “Payments and advances.”

(b) Fee negotiations. For any fee negotiations under this contract, at any time prior to the beginning of the evaluation period the negotiations cover, the Contracting Officer and Contractor shall attempt to reach agreement on: the requirements for the evaluation period including, if appropriate, the evaluation areas and individual requirements subject to incentives; the total available fee amount of the evaluation period; and the allocation of the total available fee amount. If agreement is reached prior to the beginning of the evaluation period, the Contracting Officer shall modify the contract to reflect the agreement. If agreement is not reached prior to the beginning of the evaluation period, the Contracting Officer will, prior to the beginning of the evaluation period, unilaterally determine: the requirements of the evaluation period including, if appropriate, the evaluation areas and individual requirements subject to incentives, the total available fee amount, and the allocation of the total available fee amount. The Contracting Officer shall modify the contract to reflect the determination.

(c) Determination of total available fee amount earned.

(1) The Department of Energy (DOE) shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of all requirements, and determine the total available fee amount earned. At DOE's discretion, if the contact established specific incentivized requirements and a schedule for their completion and the Contractor completes them during the evaluation period, DOE may evaluate the Contractor's performance upon the requirements' completion. The Contractor agrees the determination of the total available fee amount earned is a unilateral determination made by the Fee Determining Official (FDO). DOE will identify the FDO. The FDO will be the DOE Operations/Field Office Manager, or another DOE official designated by the Assistant Secretary or equivalent (not delegable).

(2) If the award fee cycle consists of one evaluation period, award fee not earned during the evaluation period shall not be allocated to future evaluation periods. At the sole discretion of DOE, if the award fee cycle consists of more than one evaluation period, award fee not earned during the evaluation period may be allocated to future evaluation periods within the same award fee cycle.

(3) Following each evaluation period, the Contractor shall submit a self-assessment within seven calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct them and avoid their recurrence. The FDO will review the Contractor's self-assessment as part of the evaluation of the Contractor's performance during the period.

(4) The FDO will evaluate the Contractor's performance in accordance with the Performance Evaluation and Measurement Plan (PEMP) described in paragraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the total available fee amount earned determination and the basis of the determination.

(d) PEMP. To the extent not set forth elsewhere in the contract:

(1) DOE shall establish a PEMP upon which the determination of the total available fee amount earned shall be based. The PEMP will address all of the requirements of contract performance specified in the contract directly or by reference. The Contracting Officer shall provide the Contractor with a copy of the PEMP before the start of an evaluation period.

(2) The PEMP will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. The PEMP will include, per 48 CFR 16.402-1, a cost incentive (or constraint). The criteria in the PEMP should be objective but may also include subjective criteria. The PEMP will set forth the method by which the total available fee amount will be allocated, and the total available fee amount earned will be determined.

(3) The PEMP may be revised, either unilaterally (by DOE) or bilaterally, during the evaluation period. If it is revised, the Contracting Officer shall notify the contractor—

(i) Of unilateral revisions (unless they are urgent and high priority) at least ninety calendar days prior to the end of the evaluation period and at least thirty calendar days prior to the effective date of the revision;

(ii) Of bilateral revisions (unless they are urgent and high priority) at least sixty calendar days prior to the end of the evaluation period;

(iii) Of urgent and high priority revisions, whether made unilaterally or bilaterally, at least thirty calendar days prior to the end of the evaluation period.

(e) Schedule for total available fee amount earned determinations. The FDO shall issue the final total available fee amount earned determination in accordance with the schedule set forth in the PEMP or as otherwise set forth in this contract.

(1) The determination for the evaluation period must be made within the later of: sixty calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment, if one is required or permitted; seventy calendar days after the end of the evaluation period; or a longer period if the Contractor and Contracting Officer agree.

(2) If the FDO elects to evaluate the Contractor's performance of any specific requirements upon their completion, the determination of any fee amount earned must be made: within seventy calendar days of the requirements' completion; or a longer period if the Contractor and Contracting Officer agree.

(3) If the determination is not made within the periods stated above, the Contractor shall be entitled to interest on the total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the payment date. This rate is referred to as the “Renegotiation Board Interest Rate,” and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily

and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is made. That is, interest accrued at the end of any 30-day period will be added to the total available fee amount earned and be subject to interest if not paid in the succeeding 30-day period.

(End of clause)

I.41 RESERVED

I.42 DEAR 970.5215-4 Cost Reduction (DEC 2000)

(a) General. It is the Department of Energy's (DOE's) intent to have its facilities and laboratories operated in an efficient and effective manner. To this end, the Contractor shall assess its operations and identify areas where cost reductions would bring cost efficiency to operations without adversely affecting the level of performance required by the contract. The Contractor, to the maximum extent practical, shall identify areas where cost reductions may be effected, and develop and submit Cost Reduction Proposals (CRPs) to the contracting officer. If accepted, the Contractor may share in any shared net savings from accepted CRPs in accordance with paragraph (g) of this clause.

(b) Definitions. Administrative cost is the contractor cost of developing and administering the CRP.

Design, process, or method change is a change to a design, process, or method which has established cost, technical and schedule baseline, is defined, and is subject to a formal control procedure. Such a change must be innovative, initiated by the contractor, and applied to a specific project or program.

Development cost is the Contractor cost of up-front planning, engineering, prototyping, and testing of a design, process, or method.

DOE cost is the Government cost incurred implementing and validating the CRP.

Implementation cost is the Contractor cost of tooling, facilities, documentation, etc., required to effect a design, process, or method change once it has been tested and approved.

Net Savings means a reduction in the total amount (to include all related costs and fee) of performing the effort where the savings revert to DOE control and may be available for deobligation. Such savings may result from a specific cost reduction effort which is negotiated on a cost-plus-incentive-fee, fixed-price incentive, or firm-fixed-price basis, or may result directly from a design, process, or method change. They may also be savings resulting from formal or informal direction given by DOE or from changes in the mission, work scope, or routine reorganization of the Contractor due to changes in the budget.

Shared Net Savings are those net savings which result from:

(1) a specific cost reduction effort which is negotiated on a cost-plus-incentive-fee or fixed-price incentive basis, and is the difference between the negotiated target cost of performing an effort as negotiated and the actual allowable cost of performing that effort; or

(2) a design, process, or method change, which occurs in the fiscal year in which the change is accepted and the subsequent fiscal year, and is the difference between the estimated cost of

performing an effort as originally planned and the actual allowable cost of performing that same effort utilizing a revised plan intended to reduce costs along with any Contractor development costs, implementation costs, administrative costs, and DOE costs associated with the revised plan. Administrative costs and DOE costs are only included at the discretion of the contracting officer. Savings resulting from formal or informal direction given by the DOE or changes in the mission, work scope, or routine reorganization of the Contractor due to changes in the budget are not to be considered as shared net savings for purposes of this clause and do not qualify for incentive sharing.

(c) Procedure for submission of CRPs.

(1) CRPs for the establishment of cost-plus-incentive-fee, fixed-price incentive, or firm-fixed-price efforts or for design, process, or methods changes submitted by the Contractor shall contain, at a minimum, the following:

(i) Current Method (Baseline)-A verifiable description of the current scope of work, cost, and schedule to be impacted by the initiative, and supporting documentation.

(ii) New Method (New Proposed Baseline)-A verifiable description of the new scope of work, cost, and schedule, how the initiative will be accomplished, and supporting documentation.

(iii) Feasibility Assessment-A description and evaluation of the proposed initiative and benefits, risks, and impacts of implementation. This evaluation shall include an assessment of the difference between the current method (baseline) and proposed new method including all related costs.

(2) In addition, CRPs for the establishment of cost-plus-incentive-fee, fixed-price incentive, or firm-fixed-price efforts shall contain, at a minimum, the following:

(i) The proposed contractual arrangement and the justification for its use; and

(ii) A detailed cost/price estimate and supporting rationale. If the approach is proposed on an incentive basis, minimum and maximum cost estimates should be included along with any proposed sharing arrangements.

(d) Evaluation and Decision. All CRPs must be submitted to and approved by the contracting officer. Included in the information provided by the CRP must be a discussion of the extent the proposed cost reduction effort may:

(1) Pose a risk to the health and safety of workers, the community, or to the environment;

(2) Result in a waiver or deviation from DOE requirements, such as DOE Orders and joint oversight agreements;

(3) Require a change in other contractual agreements;

(4) Result in significant organizational and personnel impacts;

(5) Create a negative impact on the cost, schedule, or scope of work in another area;

(6) Pose a potential negative impact on the credibility of the Contractor or the DOE; and

(7) Impact successful and timely completion of any of the work in the cost, technical, and schedule baseline.

(e) Acceptance or Rejection of CRPs. Acceptance or rejection of a CRP is a unilateral determination made by the contracting officer. The contracting officer will notify the Contractor that a CRP has been accepted, rejected, or deferred within (Insert Number) days of receipt. The only CRPs that will be considered for acceptance are those which the Contractor can demonstrate, at a minimum, will:

(1) Result in net savings (in the sharing period if a design, process, or method change);

(2) Not reappear as costs in subsequent periods; and

(3) Not result in any impairment of essential functions.

(f) The failure of the contracting officer to notify the Contractor of the acceptance, rejection, or deferral of a CRP within the specified time shall not be construed as approval.

(g) Adjustment to Original Estimated Cost and Fee. If a CRP is established on a cost-plus-incentive-fee, fixed-price incentive or firm-fixed-price basis, the originally estimated cost and fee for the total effort shall be adjusted to remove the estimated cost and fee amount associated with the CRP effort.

(h) Sharing Arrangement. If a CRP is accepted, the Contractor may share in the shared net savings. For a CRP negotiated on a cost-plus-incentive-fee or fixed-price incentive basis, with the specific incentive arrangement (negotiated target costs, target fees, share lines, ceilings, profit, etc.) set forth in the contractual document authorizing the effort, the Contractor's share shall be the actual fee or profit resulting from such an arrangement. For a CRP negotiated as a cost savings incentive resulting from a design, process, or method change, the Contractor's share shall be a percentage, not to exceed 25% of the shared net savings. The specific percentage and sharing period shall be set forth in the contractual document.

(i) Validation of Shared Net Savings. The contracting officer shall validate actual shared net savings. If actual shared net savings cannot be validated, the contractor will not be entitled to a share of the net shared savings.

(j) Relationship to Other Incentives. Only those benefits of an accepted CRP not rewardable under other clauses of this contract shall be rewarded under this clause.

(k) Subcontracts. The Contractor may include a clause similar to this clause in any subcontract. In calculating any estimated shared net savings in a CRP under this contract, the Contractor's administration, development, and implementation costs shall include any subcontractor's allowable costs, and any CRP incentive payments to a subcontractor resulting from the acceptance of such CRP. The Contractor may choose any arrangement for subcontractor CRP incentive payments, provided that the payments not reduce the DOE's share of shared net savings.

I.43 RESERVED (Mod 1116)

I.44 DEAR 970.5227-2 Rights in Data -- Technology Transfer (Jul 2006) (DEVIATION)

(a) Definitions.

Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of paragraph (h) of this clause.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (i) of this clause.

Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

Open Source Software, as used in this clause, means computer software that is distributed under a license in which the user is granted the rights to use, copy, modify, prepare derivative works and distribute, in source code or other format, the software, in original or modified form and derivative works thereof, without having to make royalty payments. The Contractor's right to distribute computer software first produced in the performance of this Contract as Open Source Software is as set forth in paragraph (f).

(b) Allocation of Rights.

(1) The Government shall have:

Ownership of all technical data and computer software first produced in the performance of this Contract; Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, and except for data subject to the withholding provisions for protected Cooperative Research and Development Agreement (CRADA) information in accordance with Technology Transfer actions under this Contract, or other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;

The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software. the rights of the Government in such data shall be governed solely by the provisions of paragraph (h) of this clause ("Rights in Limited Rights Data") or paragraph (i) of this clause ("Rights in Restricted Computer Software"); and (v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

The right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;

The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data; and

The right to assert copyright subsisting in scientific and technical articles as provided in paragraph (d) of this clause and the right to request permission to assert copyright subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical business or financial data in the form of recorded information which it receives from, or is given access to by DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

(c) Copyright (General).

(1) The Contractor agrees not to mark, register, or otherwise assert copyright in any data in a published or unpublished work, other than as set forth in paragraphs (d) and (e) of this clause.

(2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph (d) or (e) of this clause, the Contractor agrees not to include in the data delivered under this Contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (d) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the data prior to its delivery.

(d) Copyrighted Works (Scientific and Technical Articles).

(1) The Contractor shall have the right to assert, without prior approval of the contracting officer, copyright subsisting in scientific and technical articles composed under this contract or based on or containing data first produced in the performance of this Contract, and published in academic, technical or professional journals, symposia, proceedings, or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(2) The contractor shall mark each scientific or technical article first produced or composed under this Contract and submitted for journal publication or similar means of dissemination with a notice, similar in all material respects to the following, on the front reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.

Notice: This manuscript has been authored by [insert the name of the Contractor] under Contract No. [insert the contract number] with the U.S. Department of Energy. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this manuscript, or allow others to do so, for United States Government purposes.

(End of Notice)

(3) The title to the copyright of the original of unclassified graduate theses and the original of related unclassified scientific papers shall vest in the author thereof, subject to the right of DOE to retain duplicates of such documents and to use such documents for any purpose whatsoever without any claim on the part of the author or the contractor for additional compensation.

(e) Copyrighted Works (Other Than Scientific and Technical Articles and Data Produced under a CRADA).

The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

(1) Contractor Request to Assert Copyright.

(i) For data other than scientific and technical articles and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. The right of the Contractor to copyright data first produced under a CRADA is as described in the individual CRADA. Each request by the Contractor must include:

(A) The identity of the data (including any computer program) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes;

(B) The program under which it was funded;

(C) Whether, to the best knowledge of the Contractor, the data is subject to an international treaty or agreement;

(D) Whether the data is subject to export control;

(E) A statement that the Contractor plans to commercialize the data in compliance with the clause of this contract entitled, "Technology Transfer Mission," within five (5) years after obtaining permission to assert copyright or, on a case-by-case basis, a specified longer period where the Contractor can demonstrate that the ability to commercialize effectively is dependent upon such longer period; and

(F) For data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization and is consistent with DOE's dissemination responsibilities.

(ii) For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.

(iii) Permission for the Contractor to assert copyright in excepted categories of data as determined by DOE will be expressly withheld. Such excepted categories include data whose release (A) would be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes, (B) would not enhance the appropriate transfer or dissemination and commercialization of such data, (C) would have a negative impact on U.S. industrial competitiveness, (D) would prevent DOE from meeting its obligations under treaties and international agreements, or (E) would be detrimental to one or more of DOE's programs. Additional excepted categories may be added by the Assistant General Counsel for Technology Transfer and Intellectual Property. Where data are determined to be under export control restriction, the Contractor may obtain permission to assert copyright subject to the provisions of this clause for purposes of limited commercialization in a manner that complies with export control statutes and applicable regulations. In addition, notwithstanding any other provision of this Contract, all data developed with Naval Reactors' funding and those data that are classified fall within excepted categories. The rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified under this Contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the Contract; such amendment listing added treaties and international agreements is effective only for data which is developed after the date such treaty or international agreement is added to this Contract. Also, the Contractor will not be permitted to assert copyright in data in the form of various technical reports generated by the Contractor under the Contract without first obtaining the advanced written permission of the contracting officer.

(2) DOE Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 90 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond, and the reasons therefore.

(3) Permission for Contractor to Assert Copyright.

(i) For computer software, the Contractor shall furnish to the DOE designated, centralized software distribution and control point, the Energy Science and Technology Software Center, at the time permission to assert copyright is given under paragraph (e)(2) of this clause:

(A) An abstract describing the software suitable for publication;

(B) The source code for each software program; and

(C) The object code and at least the minimum support documentation needed by a technically competent user to understand and use the software. The Patent Counsel, for good cause shown by the Contractor, may allow the minimum support documentation to be delivered within 60 days after permission to assert copyright is given or at such time the minimum support documentation becomes available. The Contractor acknowledges that the DOE designated software distribution and control point may provide a technical description of the software in an announcement identifying its availability from the copyright holder.

(ii) Unless otherwise directed by the contracting officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.

(iii) For a five year period or such other specified period as specifically approved by Patent Counsel beginning on the date the Contractor is given permission to assert copyright in data, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of the Government. Upon request, the initial period may be extended after DOE approval. The DOE approval will be based on the standard that the work is still commercially available and the market demand is being met.

(iv) After the period approved by Patent Counsel for application of the limited Government license described in paragraph (e)(3)(iii) of this clause, or if, prior to the end of such period(s), the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

(v) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs

(e)(3) (iii) and (iv) of this clause. Such action shall be taken when the data are delivered to the Government, published, licensed or deposited for registration as a published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

Notice: These data were produced by (insert name of Contractor) under Contract No. with the Department of Energy. For (period approved by DOE Patent Counsel) from (date permission to assert copyright was obtained), the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to Contractor or DOE. NEITHER THE UNITED STATES NOR THE UNITED STATES DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY DATA, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

(End of Notice)

(vi) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the five (5) year or specified longer period approved by Patent Counsel as provided for in paragraph (e) of this clause, to request the Contractor to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(1)(A) of this clause. Before licensing under this subparagraph (vi), DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the contracting officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65 -- "Appeals."

(vii) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee which exceeds DOE Program needs, except as expressly provided in writing by the contracting officer. The Contractor may use its net royalty income to effect such maintenance costs.

(viii) At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall

advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public.

(4) The following notice may be placed on computer software prior to any publication and prior to the Contractor's obtaining permission from the Department of Energy to assert copyright in the computer software pursuant to paragraph (c)(3) of this section.

Notice: This computer software was prepared by [insert the Contractor's name and the individual author], hereinafter the Contractor, under Contract [insert the Contract Number] with the Department of Energy (DOE). All rights in the computer software are reserved by DOE on behalf of the United States Government and the Contractor as provided in the Contract. You are authorized to use this computer software for Governmental purposes but it is not to be released or distributed to the public. NEITHER THE GOVERNMENT NOR THE CONTRACTOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LIABILITY FOR THE USE OF THIS SOFTWARE. This notice including this sentence must appear on any copies of this computer software.

(End of Notice)

(5) A similar notice can be used for data, other than computer software, upon approval of DOE Patent Counsel.

(f) Open Source Software.

The Contractor may release computer software first produced by the Contractor in the performance of this Contract under an open source software license. Such software shall hereinafter be referred to as Open Source Software or OSS, subject to the following:

(1) Obtain Program Approval.

(i) The Contractor shall ensure that the DOE Program or Programs that have provided funding (Funding Source) to develop the software have approved the distribution of the software as OSS. The funding Program(s) may provide blanket approval for all software developed with funding from that Program. However, OSS release for any one such software shall be subject to approval by all other funding Programs which provide a substantial portion of the funds for the software, if any. If approval from the funding Program(s) is not practicable, DOE Patent Counsel may provide approval instead. For software jointly developed under a CRADA or User Facility, authorization from the CRADA Participant(s) or User Facility User(s), as applicable, shall be additionally obtained for OSS release.

(ii) If the software is developed with funding from a federal government agency or agencies other than DOE, then authorization from all the funding source(s) shall be obtained for OSS release, if practicable. Such federal government agency(ies) may provide blanket approval for all software developed with funding from that agency. However, OSS release of any one of such software shall be subject to approval by all other funding sources for the software, if any. If majority approval from such federal government agency(s) is not

practicable, DOE Patent Counsel may provide approval instead.

(2) Assert Copyright in the OSS. Once the Contractor has obtained Funding Source approval in accordance with subparagraph (1) of this section, copyright in the software to be distributed as OSS, may be asserted by the Contractor, or, for OSS developed under a CRADA or User Facility, either by the Contractor, CRADA Participant, or User Facility User, as applicable, which precludes marking such OSS as Protected Information.

(3) Form DOE F 241.4 for OSS to ESTSC. The Contractor must submit the form DOE F 241.4 (or the current form as may be required by DOE) to DOE's Energy Science and Technology Software Center (ESTSC) at the Office of Scientific and Technical Information (OSTI). The Contractor shall provide the unique URL on the form for ESTSC to distribute.

(4) OSS Record. The Contractor must maintain a record, available for inspection by DOE, of software distributed as OSS. The record shall contain the following information: (i) name of the computer software (or other identifier), (ii) an abstract with description or purpose of the software, (iii) evidence of the funding Program's or source's approval, (iv) the planned or actual OSS location on the Contractor's webpage or other publicly available location (see subparagraph (5) below); (v) any names, logos or other identifying marks used in connection with the OSS, whether or not registered; (vi) the type of OSS license used; and (vii) release version of the software for OSS containing derivative works. Upon request of Patent Counsel, the Contractor shall periodically provide Patent Counsel a copy of the record.

(5) Provide Public Access to the OSS. The Contractor shall ensure that the OSS is publicly accessible as an open source via the Contractor's website, Open Source Bulletin Boards operated by third parties, DOE, or other industry standard means.

(6) Select an OSS License. Each OSS will be distributed pursuant to an OSS license. The Contractor may choose among industry standard OSS licenses or create its own set of Contractor standard licenses. To assist the Contractor, the DOE Assistant General Counsel for Technology Transfer and Intellectual Property may periodically issue guidance on OSS licenses. Each Contractor created OSS license, must contain, at a minimum, the following provisions:

(i) A disclaimer or equivalent that disclaims the Government's and Contractor's liability for licensees' and third parties' use of the software; and

(ii) A grant of permission for licensee to distribute OSS containing the licensee's derivative works subject to trademark restrictions (see subparagraph (10) below). This provision might allow the licensee and third parties to commercialize their derivative works or might request that the licensee's derivative works be forwarded to the Contractor for incorporation into future OSS versions.

(7) Collection of administrative costs is permissible. However, the Contractor may not collect a royalty or other fee in excess of a good faith amount for cost recovery from any licensee for the Contractor's OSS.

(8) Relationship to Other Required Clauses in the Contract. OSS distributed in accordance with this section shall not be subject to the requirements relating to indemnification of the Contractor or Federal Government, U.S. Competitiveness and U.S. Preference as set forth in paragraphs (g) and (h) of the clause within this contract entitled Technology Transfer Mission (DEAR 970.5227-3). The requirement for Contractor to request permission to assert copyright for the purpose of engaging in licensing software for royalties as set forth elsewhere in this clause is not modified by this section.

(9) Performance of Periodic Export Control Reviews by the Contractor. The Contractor is required to follow its Export Control review procedures before designating any software as OSS. If the Contractor is integrating the original OSS with other copyrightable works created by the Contractor or third parties, the Contractor may need to perform periodic export control reviews of the derivative versions.

(10) Determine if Trademark Protection for the OSS is Appropriate. DOE Programs and Contractors have established trademarks on some of their computer software. Therefore, the Contractor should determine whether the OSS is already protected by use of an existing trademark. If the OSS is not so protected, then the Program or the Contractor may want to seek trademark protection. If the OSS is protected by a trademark, the OSS license should state that the derivative works of the licensee or other third party may not be distributed using the proprietary trademark without appropriate prior approval.

(11) Government License. For all OSS, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in data copyrighted in accordance with paragraph (f)(2) of this clause to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.

(12) Availability of Original OSS. The object code and source code of the original OSS developed by the Contractor shall be available to any third party who requests such from the Contractor for so long as such OSS is publicly available. If the Contractor ceases to make the software publicly available, then the Contractor shall submit to ESTSC the object code and source code of the latest version of the OSS developed by the Contractor in addition to a revised DOE F 241.4 form (which includes an abstract) and the Contractor shall direct any inquiries from third parties seeking to obtain the original OSS to ESTSC.

(g) Subcontracting.

(1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data -- General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of

DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with 48 CFR 927.409(h). The Contractor shall use instead the Rights in Data -- Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.

(2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the contracting officer.

(3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data and restricted computer software for their private use.

(h) Rights in Limited Rights Data.

Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice:"

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This "limited rights data" may be disclosed for evaluation purposes under the restriction

that the "limited rights data" be retained in confidence and not be further disclosed;

(c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

This Notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

(i) Rights in Restricted Computer Software.

(1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract; provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice:"

Restricted Rights Notice -- Long Form

(a) This computer software is submitted with restricted rights under Department of Energy Contract No. . It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any

computer for which it was acquired is inoperative or is replaced;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

Restricted Rights Notice -- Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No. with (name of Contractor).

(End of Notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice "Unpublished -- rights reserved under the Copyright Laws of the United States."

(j) Relationship to Patents.

Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

(End of Clause)

I.45 DEAR 970.5227-3 Technology Transfer Mission (Deviation-July 2006) (Alternate I (Deviation-July 2006). As prescribed in 48 CFR 970.2770-4(b))

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of Pub. L. 101-189 and as amended by Pub. L. 103-160, Sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

(a) Authority.

(1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 11(a)(1) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a); Section 3132(b) of Pub. L. 101-189, Sections 3134 and 3160 of Pub. L. 103-160, and of Chapter 38 of the Patent Laws (35 U.S.C. 200 *et seq.*); Section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.

(2) In pursuing the technology transfer mission, the Contractor is authorized to conduct activities including but not limited to: identifying and protecting Intellectual Property made, created or acquired at or by the Laboratory; negotiating licensing agreements and assignments for Intellectual Property made, created or acquired at or by the Laboratory that the Contractor controls or owns; bailments; negotiating all aspects of and entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Work for Others (WFO); providing information exchanges; and making available laboratory or weapon production user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, CRADAs, user facilities, WFO, science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.

(b) Definitions.

(1) Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.

(2) Intellectual Property means patents, trademarks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

(3) Cooperative Research and Development Agreement (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.

(4) Joint Work Statement (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:

(i) Purpose;

(ii) Scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;

(iii) Schedule for the work; and

(iv) Cost and resource contributions of the parties associated with the work and the schedule.

(5) Assignment means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.

(6) Laboratory Biological Materials means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.

(7) Laboratory Tangible Research Product means tangible material results of research which

(i) are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;
(ii) are not materials generally commercially available; and

(iii) were made under this contract by Laboratory employees or through the use of Laboratory research facilities.

(8) Bailment means any agreement in which the Contractor permits the commercial or non-commercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.

(9) Privately funded technology transfer means the prosecuting, maintaining, licensing, and marketing of inventions which are not owned by the Government (and not related to CRADAs) when such activities are conducted entirely without the use of Government funds.

(c) Allowable Costs.

(1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA including activities associated with obtaining, maintaining, licensing, and assigning Intellectual Property rights, increasing the potential for the transfer of technology, and the widespread notice of technology transfer opportunities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract. In addition to any separately designated funds, these costs in any fiscal year shall not exceed an amount equal to 0.5 percent of the operating funds included in the Federal research and development budget (including Work For Others) of the Laboratory for that fiscal year without written approval of the contracting officer.

(2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims incurred in its technology transfer efforts shall be as provided in the clause entitled "Insurance -- Litigation and Claims" of this contract.

(d) Conflicts of Interest -- Technology Transfer.

The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. These procedures shall apply to other persons participating in Laboratory research or related technology transfer activities. Such implementing procedures shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. The contracting officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:

(1) Inform employees of and require conformance with standards of conduct and integrity in connection with research involving nonfederal sponsors and for CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;

(2) Review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;

(3) Conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;

(4) Conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;

(5) Conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;

(6) Notify the contracting officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;

(7) Except as provided elsewhere in this Contract, obtain the approval of the contracting officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;

(8) Obtain the approval of the contracting officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any individual who has been a Laboratory employee within the previous two years or to the company in which the individual is a principal;

(9) Notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements; and

(10) Notify DOE prior to the Contractor's evaluating a technical proposal for funding by a third party or a DOE Program, when the subject matter of the proposal involves an elected or waived subject invention under this contract or one in which the Contractor intends to elect to retain title under this contract.

(e) Fairness of Opportunity.

In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.

(f) U.S. Industrial Competitiveness for Licensing and Assignments of Intellectual Property.

(1) In the interest of enhancing U.S. Industrial Competitiveness in its licensing and assignments of Intellectual Property, the Contractor shall give preference in such a manner as to

enhance the accrual of economic and technological benefits to the U.S. domestic economy. The Contractor shall consider the following factors in all of its decisions involving licensing and assignment of Laboratory intellectual property where the Laboratory obtains rights during the course of the Contractor's operation of the Laboratory under this contract:

(i) whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; or

(ii) (A) whether a proposed licensee or an assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement;

(B) in licensing or assigning any entity subject to the control of a foreign company or government, whether such foreign government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States Intellectual Property rights; and

(C) if the proposed licensee, assignee, or parent of either type of entity is subject to the control of a foreign company or government, the Contractor, with the assistance of the Contracting Officer, in considering the factors set forth in paragraph (B) herein, may rely upon the following information; (1) U.S. Trade Representative Inventory of Foreign Trade Barriers, (2) U.S. Trade Representative Special 301 Report, and, (3) such other relevant information available to the contracting officer. The Contractor should review the U.S. Trade Representative web site at: <http://www.ustr.gov> for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision.

(2) If the Contractor determines that neither of the conditions in paragraphs (f)(1)(i) or (ii) of this clause is likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the contracting officer. The contracting officer shall act on any such requests for approval within thirty (30) days.

(3) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204 (Preference for United States industry).

(g) Indemnity -- Product Liability.

In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such agreements a requirement that the U.S. Government and the Contractor, except for any negligent acts or omissions of the Contractor, be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees which was

derived from the work performed under the agreement. The Contractor shall identify and obtain the approval of the contracting officer for any proposed exceptions to this requirement such as where State or local law expressly prohibit the Participant from providing indemnification or where the research results will be placed in the public domain.

(h) Disposition of Income.

(1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through the effective date of this contract award or modification. If the net amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year, 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the Contract.

(2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for an illegal augmentation of funds furnished by the U.S. Government.

(3) The Contractor shall establish subject to the approval of the contracting officer a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the contracting officer.

(i) Transfer to Successor Contractor.

In the event of termination or upon the expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the contracting officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the contracting officer. The Contractor shall transfer title, as one package, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the contracting officer.

(j) Technology Transfer Affecting the National Security.

(1) The Contractor shall notify and obtain the approval of the contracting officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.

(2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

(3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.

(k) Records.

The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the contracting officer to enable DOE to maintain the reporting requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) of this clause. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.

(l) Reports to Congress.

To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan shall be provided to the contracting officer on or before October 1st of each year.

(m) Oversight and Appraisal.

The Contractor is responsible for developing and implementing effective internal controls for all

technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the contracting officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.

(n) Technology Transfer through Cooperative Research and Development Agreements.

Upon approval of the contracting officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director, or designee, may enter into CRADAs on behalf of the DOE subject to the requirements set forth in this paragraph.

(1) Review and Approval of CRADAs.

(i) Except as otherwise directed in writing by the contracting officer, each JWS shall be submitted to the contracting officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the Contractor to be owned by the Government to assist the contracting officer in the approval determination.

(ii) The Contractor shall also include (specific to the proposed CRADA), a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) of this clause.

(iii) Within thirty (30) days after submission of a JWS or proposed CRADA, the contracting officer shall approve, disapprove or request modification to the JWS or CRADA. The contracting officer shall provide a written explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS or proposed CRADA.

(iv) Except as otherwise directed in writing by the contracting officer, the Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA has been granted by the contracting officer. The Contractor may submit its proposed CRADA to the contracting officer at the time of submitting its proposed JWS or any time thereafter.

(2) Selection of Participants.

The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:

(i) Give special consideration to small business firms, and consortia involving small business firms;

(ii) Give preference to business units located in the United States which agree that products or processes embodying Intellectual Property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or

other persons to enter into cooperative research and development agreements and licensing agreements;

(iii) Provide Fairness of Opportunity in accordance with the requirements of paragraph (e) of this clause; and

(iv) Give consideration to the Conflicts of Interest requirements of paragraph (d) of this clause.

(3) Withholding of Data.

(i) Data that is first produced as a result of research and development activities conducted under a CRADA and that would be a trade secret or commercial or financial data that would be privileged or confidential, if such data had been obtained from a non-Federal third party, may be protected from disclosure under the Freedom of Information Act as provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(7)) for a period as agreed in the CRADA of up to five (5)years from the time the data is first produced. The DOE shall cooperate with the Contractor in protecting such data.

(ii) Unless otherwise expressly approved by the contracting officer in advance for a specific CRADA, the Contractor agrees, at the request of the contracting officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to paragraph (n)(3)(i) of this clause is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.

(iii) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (n)(3)(i) of this clause.

(4) Work for Others and User Facility Programs.

(i) Work for Others (WFO) and User Facility Agreements (UFAs) are not CRADAs and will be available for use by the Contractor in addition to CRADAs for achieving utilization of employee expertise and unique facilities for maximizing technology transfer. The Contractor agrees to inform prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of the availability of alternative forms of agreements, i.e., WFO and UFA, and of the Class Patent Waiver provisions associated therewith.

(ii) Where the Contractor believes that the transfer of technology to the U.S. domestic

economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAs, a request may be made to the contracting officer for an exception to the Class Waivers.

(iii) Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval, in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this Contract. Disposition of rights under any such agreement shall be in accordance with any DOE class waiver (including Work for Others and User Class Waivers) or individually negotiated waiver which applies to the agreement.

(5) Conflicts of Interest.

(i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:

(A) Such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee --

(1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA;

(2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or

(B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.

(ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA certify through the Contractor to the contracting officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.

(iii) The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving

the CRADA.

(o) Technology Transfer in Other Cost-Sharing Agreements.

In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the contracting officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause.

(p) Technology Partnership Ombudsman.

(1) The Contractor agrees to establish a position to be known as "Technology Partnership Ombudsman," to help resolve complaints from outside organizations regarding the policies and actions of the contractor with respect to technology partnerships (including CRADAs), patents owned by the contractor for inventions made at the laboratory, and technology licensing.

(2) The Ombudsman shall be a senior official of the Contactor's laboratory staff, who is not involved in day-to-day technology partnerships, patents or technology licensing, or, if appointed from outside the laboratory or facility, shall function as such senior official.

(3) The duties of the Technology Partnership Ombudsman shall include:

(i) Serving as the focal point for assisting the public and industry in resolving complaints and disputes with the laboratory or facility regarding technology partnerships, patents, and technology licensing;

(ii) Promoting the use of collaborative alternative dispute resolution techniques such as mediation to facilitate the speedy and low cost resolution of complaints and disputes, when appropriate; and

(iii) Submitting a quarterly report, in a format provided by DOE, to the Secretary of Energy, the Administrator for Nuclear Security, the Director of the DOE Office of Dispute Resolution, and the Contracting Officer concerning the number and nature of complaints and disputes raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information.

(q) Inapplicability of Provisions to Privately Funded Technology Transfer Activities.

Nothing in paragraphs (c) Allowable Costs, (e) Fairness of Opportunity, (f) U.S. Industrial Competitiveness, (g) Indemnity -- Product Liability, (h) Disposition of Income, and (i) Transfer to Successor Contractor of this clause are intended to apply to the contractor's privately funded technology transfer activities if such privately funded activities are addressed elsewhere in the contract.

(End of clause)

I.46 DEAR 970.5227-10 Patent Rights-Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (AUG 2002) ALTERNATE I

(a) Definitions.

(1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.

(2) Exceptional circumstance subject invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under *35 U.S.C. 202*(a)(ii) and in accordance with 37 CFR 401.3(e).

(3) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act *(7 U.S.C. 2321* et seq.).

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 *(26 U.S.C. 501*(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code *(26 U.S.C. 501*(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(6) Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.

(7) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(8) Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 *(15 U.S.C. 632)* and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, are used.

(9) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, *7 U.S.C. 2401*(d)) shall also occur during the period of contract performance.

(10) Weapons Related Subject Invention means any subject invention conceived or first actually reduced to practice in the course of or under work funded by or through defense programs, including Department of Defense and intelligence reimbursable work, or the Naval Nuclear

Propulsion Program of the Department of Energy or the National Nuclear Security Administration.

(b) Allocation of Principal Rights.

(1) Retention of title by the Contractor. Except for exceptional circumstance subject inventions, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and *35 U.S.C. 203.* With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(2) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor through a determination of greater rights in accordance with subparagraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

(i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:

(A) uranium enrichment technology;

(B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and

(C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act *(42 U.S.C. 2168).*

(ii) Inventions made under any agreement, contract or subcontract related to the following are exceptional circumstance subject inventions:

(A) DOE Steel Initiative and Metals Initiative;

(B) U.S. Advanced Battery Consortium; and

(C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI).

(iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.

(3) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [Insert Reference] to this contract. DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective

date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations [*81060] under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

(4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.

(5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.

(6) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee.

(7) Weapons related subject inventions. Except to the extent that DOE is solely satisfied that the Contractor meets certain procedural requirements and DOE grants rights to the Contractor in weapons related subject inventions, the Contractor does not have the right to retain title to any weapons related subject inventions.

(c) Subject Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.

(1) Subject invention disclosure. The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. It shall be sufficiently complete in technical

detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The disclosure shall include a written statement as to whether the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

(2) Election by the Contractor. Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) Filing of patent applications by the Contractor. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, or prior to the end of any 1-year statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Contractor's request for an extension of time. Requests for an extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2) and (3) may, at the discretion of Patent Counsel, be granted.

(5) Publication Approval. During the course of the work under this contract, the Contractor or its employees may desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor, approval for release or publication shall be secured from the Contractor personnel responsible for patent matters prior to any such release or publication. Where DOE's approval of publication is requested, DOE's response to such requests for approval shall normally be provided within 90 days except in circumstances in which a domestic patent application must be filed in order to protect foreign rights. In the case involving foreign patent rights, DOE shall be granted an additional 180 days with which to respond to the request for approval, unless extended by mutual agreement.

(d) Conditions When the Government May Obtain Title.

The Contractor will convey to the DOE, upon written request, title to any subject invention-

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within sixty (60) days after learning of the failure of the Contractor to disclose or to elect within the specified times.

(2) In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in subparagraph (c) above, but prior to its receipt of the written request of the DOE, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.

(e) Minimum Rights of the Contractor and Protection of the Contractor's Right to File.

(1) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.

(2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and DOE licensing regulations at 10 CFR Part 781. This license will not be revoked in the field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application of the subject

invention in that foreign country.

(3) Notice of revocation of modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest.

(1) Execution of delivery of title or license instruments. The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and

(ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(5) Invention Identification Procedures. The Contractor shall establish and maintain active

and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.

(6) Invention Filing Documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:

(i) the filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);

(ii) an executed and approved instrument fully confirmatory of all Government rights in the subject invention; and

(iii) the patent number, issue date, and a copy of any issued patent claiming the subject invention.

(7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at *35 U.S.C. 205* and 37 CFR Part 40.

(g) Subcontracts.

(1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.

(2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with *35 U.S.C. 202* and subparagraph (b)(2) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 48 CFR 952.227-11.

(3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause.

(4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j)

of this clause.

(5) Subcontractor refusal to accept terms of patent clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

(7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.

(h) Reporting on Utilization of Subject Inventions. The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by *35 U.S.C. 202*(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that-

(1) Such action is necessary because the Contractor or assignee has not taken, or is not

expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts With Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that-

(1) DOE approval of assignment of rights. Rights to a subject invention in the United States may not be assigned by the Contractor without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions of this clause as the Contractor.

(2) Small business firm licensees. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(2).

(3) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.

(l) Communications. The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.

(m) Reports.

(1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of

subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.

(2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.

(n) Examination of Records Relating to Subject Inventions.

(1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.

(2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

(3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.

(o) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

(p) Atomic Energy.

(1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or

discovery made or conceived in the course of or under this contract.

(2) Patent agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(q) Classified Inventions.

(1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.

(2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

(3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

(r) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.

(s) Educational Awards Subject to *35 U.S.C. 212.* The Contractor shall notify the Contracting Officer prior to the placement of any person subject to *35 U.S.C. 212* in an area of technology or task (1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph (b)(3) of this clause or agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.

(t) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

NOTE: The following clause is only applicable if the Contractor is a for-profit, large business firm that has been granted an advance class waiver:

I.47 DEAR 970.5227-12 Patent Rights-Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver (AUG 2002) ALTERNATE I

(a) Definitions.

(1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.

(2) DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.

(3) Exceptional Circumstance Subject Invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under *35 U.S.C. 202*(a)(ii), and in accordance with 37 CFR 401.3(e).

(4) Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act *(7 U.S.C. 2321,* et seq.).

(5) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(6) Patent Counsel means DOE Patent Counsel assisting the contracting activity.

(7) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(8) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, *7 U.S.C. 2401*(d)) shall also occur during the period of contract performance.

(9) Weapons Related Subject Invention means any subject invention conceived or first actually reduced to practice in the course of or under work funded by or through defense programs, including Department of Defense and intelligence reimbursable work, or the Naval Nuclear Propulsion Program of the Department of Energy or the National Nuclear Security Administration.

(b) Allocation of Principal Rights.

(1) Assignment to the Government. Except to the extent that rights are retained by the Contractor by the granting of an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to subparagraph (b)(7) of this clause, the Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention.

(2) Advance class waiver of Government rights to the Contractor. DOE may grant to the Contractor an advance class waiver of Government rights in any or all subject inventions, at the time of execution of the contract, such that the Contractor may elect to retain the entire right, title and interest throughout the world to such waived subject inventions, in accordance with the terms and conditions of the advance class waiver. Unless otherwise provided by the terms of the advance class waiver, any rights in a subject invention retained by the Contractor under an advance class waiver are subject to *35 U.S.C. 203* and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(3) Government license. With respect to any subject invention to which the Contractor retains title, either under an advance class waiver pursuant to subparagraph (b)(2) or a determination of greater rights pursuant to subparagraph (b)(7) of this clause, the Government has a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(4) Foreign patent rights. If the Government has title to a subject invention and the Government decides against securing patent rights in a foreign country for the subject invention, the Contractor may request such foreign patent rights from DOE, and DOE may grant the Contractor's request, subject to *35 U.S.C. 203* and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(5) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor by a determination of greater rights in accordance with subparagraph (b)(7) of this clause, the Contractor does not have the right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

(i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:

(A) uranium enrichment technology;

(B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and

(C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act *(42 U.S.C. 2168).*

(ii) Inventions made under any agreement, contract or subcontract related to the following initiatives or programs are exceptional circumstance subject inventions:

(A) DOE Steel Initiative and Metals Initiative;

(B) U.S. Advanced Battery Consortium;

(C) any funding agreement which is funded in part by the Electric Power Research

Institute (EPRI) or the Gas Research Institute (GRI);

(D) (Deviation) Solid State Energy Conversion Alliance (SECA) if the contractor is a participant in the "Core Technology Program," and

(E) (Deviation) Solid State Lighting (SSL) program if the contractor is a participant in the "Core Technology Program."

(iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, programs, initiatives, and/or other classifications for the purpose of defining DOE exceptional circumstance subject inventions.

(6) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [Insert Reference], to this contract. DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

(7) Contractor request for greater rights. The Contractor may request greater rights in an identified subject invention, including an exceptional circumstance subject invention, to which the Contractor does not have the right to elect to retain title, in accordance with the DOE patent waiver regulations, by submitting such a request in writing to Patent Counsel with a copy to the Contracting Officer at the time the subject invention is first disclosed to DOE pursuant to subparagraph (c)(1) of this clause, or not later than eight (8) months after such disclosure, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request by the Contractor. Unless otherwise provided in the greater rights determination, any rights in a subject invention obtained by the Contractor under a determination of greater rights is subject to *35 U.S.C. 203* and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(8) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in a subject invention, including an exceptional circumstance subject invention, to which the Contractor does not have the right to elect to retain title, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may grant or refuse to grant such a request by the Contractor employee-inventor.

(9) Government assignment of rights in Government employees' subject inventions. If a DOE employee is a joint inventor of a subject invention to which the Contractor has rights, DOE may assign or refuse to assign any rights in the subject invention acquired by the Government from the

DOE employee to the Contractor, consistent with 48 CFR 27.304-1(d). Unless otherwise provided in the assignment, the rights assigned to the Contractor are subject to the Government license provided for in subparagraph (b)(3) of this clause, and to any provision of this clause applicable to subject inventions in which rights are retained by the Contractor, and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the DOE employee.

(10) Weapons related subject inventions. Except to the extent that DOE is solely satisfied that the Contractor meets certain procedural requirements and DOE grants rights to the Contractor in weapons related subject inventions, the Contractor does not have a right to retain title to any weapons related subject inventions.

(c) Subject Invention Disclosure, Election of Title, and Filing of Patent Application by Contractor.

(1) Subject invention disclosure. The Contractor shall disclose each subject invention to Patent Counsel with a copy to the Contracting Officer within two (2) months after an inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within six (6) months after the Contractor has knowledge of the subject invention, but in any event before any on sale, public use, or publication of the subject invention. The disclosure to DOE shall be in the form of a written report and shall include:

(i) the contract number under which the subject invention was made;

(ii) the inventor(s) of the subject invention;

(iii) a description of the subject invention in sufficient technical detail to convey a clear understanding of the nature, purpose and operation of the subject invention, and of the physical, chemical, biological or electrical characteristics of the subject invention, to the extent known by the Contractor at the time of the disclosure;

(iv) the date and identification of any publication, on sale or public use of the invention;

(v) the date and identification of any submissions for publication of any manuscripts describing the invention, and a statement of whether the manuscript is accepted for publication, to the extent known by the Contractor at the time of the disclosure;

(vi) a statement indicating whether the subject invention is an exceptional circumstance subject invention, related to national security, or subject to a treaty or an international agreement, to the extent known or believed by Contractor at the time of the disclosure;

(vii) all sources of funding by Budget and Resources (B&R) code; and

(viii) the identification of any agreement relating to the subject invention, including Cooperative Research and Development Agreements and Work-for-Others agreements.

Unless the Contractor contends otherwise in writing at the time the invention is disclosed, inventions disclosed to DOE under this paragraph are deemed made in the manner specified

in Sections (a)(1) and (a)(2) of *42 U.S.C. 5908.*

(2) Publication after disclosure. After disclosure of the subject invention to the DOE, the Contractor shall promptly notify Patent Counsel of the acceptance for publication of any manuscript describing the subject invention or of any expected or on sale or public use of the subject invention, known by the Contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.

(3) Election by the Contractor under an advance class waiver. If the Contractor has the right to elect to retain title to subject inventions under an advance class waiver granted in accordance with subparagraph (b)(2) of this clause, and unless otherwise provided for by the terms of the advance class waiver, the Contractor shall elect in writing whether or not to retain title to any subject invention by notifying DOE within two (2) years of the date of the disclosure of the subject invention to DOE, in accordance with subparagraph (c)(1) of this clause. The notification shall identify the advance class waiver, state the countries, including the United States , in which rights are retained, and certify that the subject invention is not an exceptional circumstance subject invention or subject to a treaty or international agreement. If a publication, on sale or public use of the subject invention has initiated the 1-year statutory period under *35 U.S.C. 102*(b), the period for election may be shortened by DOE to a date that is no more than sixty (60) days prior to the end of the 1-year statutory period.

(4) Filing of patent applications by the Contractor under an advance class waiver. If the Contractor has the right to retain title to a subject invention in accordance with an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to paragraph (b)(7) of this clause, and unless otherwise provided for by the terms of the advance class waiver or greater rights determination, the Contractor shall file an initial patent application claiming the subject invention to which it retains title either within one (1) year after the Contractor's election to retain or grant of title to the subject invention or prior to the end of any 1-year statutory period under *35 U.S.C. 102*(b), whichever occurs first. Any patent applications filed by the Contractor in foreign countries or international patent offices shall be filed within either ten (10) months of the corresponding initial patent application or, if such filing has been prohibited by a Secrecy Order, within six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications.

(5) Submission of patent information and documents. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel the following information and documents:

(i) The filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);

(ii) An executed and approved instrument fully confirmatory of all Government rights in the subject invention; and

(iii) The patent number, issue date, and a copy of any issued patent claiming the subject invention.

(6) Contractor's request for an extension of time. Requests for an extension of the time to disclose a subject invention, to elect to retain title to a subject invention, or to file a patent application under subparagraphs (c)(1), (3), and (4) of this clause may be granted at the discretion of Patent Counsel or DOE.

(7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to *35 U.S.C. 205* and 37 CFR Part 40.

(d) Conditions When the Government May Obtain Title Notwithstanding an Advance Class Waiver.

(1) Return of title to a subject invention. If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention, including an exceptional circumstance subject invention, to which the Contractor retained title or rights under subparagraph (b)(2) or subparagraph (b)(7) of this clause, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.

(2) Failure to disclose or elect to retain title. Title vests in DOE and DOE may request, in writing, a formal assignment of title to a subject invention from the Contractor, and the Contractor shall convey title to the subject invention to DOE, if the Contractor elects not to retain title to the subject invention under an advance class waiver, or the Contractor fails to disclose or fails to elect to retain title to the subject invention within the times specified in subparagraphs (c)(1) and (c)(3) of this clause.

(3) Failure to file domestic or foreign patent applications. In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c)(4) of this clause, DOE may request, in writing, title to the subject invention from the Contractor, and the Contractor shall convey title to the subject invention to DOE; provided, however, that if the Contractor has filed a patent application in any country after the times specified in subparagraph (c)(4) of this clause, but prior to its receipt of DOE's written request for title, the Contractor continues to retain title in that country.

(4) Discontinuation of patent protection by the Contractor. If the Contractor decides to discontinue the prosecution of a patent application, the payment of maintenance fees, or the defense of a subject invention in a reexamination or opposition proceeding, in any country, DOE may request, in writing, title to the subject invention from the Contractor, and the Contractor shall convey title to the subject invention to DOE.

(5) Termination of advance class waiver. DOE may request, in writing, title to any subject inventions from the Contractor, and the Contractor shall convey title to the subject inventions to DOE, if the advance class waiver granted under subparagraph (b)(2) of this clause is terminated under paragraph (u) of this clause.

(e) Minimum Rights of the Contractor.

(1) Request for a Contractor license. Except for subject inventions that the Contractor fails

to disclose within the time periods specified at subparagraph (c)(1) of this clause, the Contractor may request a revocable, nonexclusive, royalty-free license in each patent application filed in any country claiming a subject invention and any resulting patent in which the Government obtains title, and DOE may grant or refuse to grant such a request by the Contractor. If DOE grants the Contractor's request for a license, the Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded.

(2) Transfer of a Contractor license. DOE shall approve any transfer of the Contractor's license in a subject invention, and DOE may determine that the Contractor's license is non-transferable, on a case-by-case basis.

(3) Revocation or modification of a Contractor license. DOE may revoke or modify the Contractor's domestic license to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and DOE licensing regulations. DOE may not revoke the Contractor's domestic license in that field of use or the geographical areas in which the Contractor, its licensees or its domestic subsidiaries or affiliates have achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. DOE may revoke or modify the Contractor's license in any foreign country to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates failed to achieve practical application in that foreign country.

(4) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed thirty (30) days from the date of the notice (or such other time as may be authorized by DOE for good cause shown by the Contractor) to show cause why the license should not be revoked or modified. The Contractor has the right to appeal any decision concerning the revocation or modification of its license, in accordance with applicable regulations in 37 CFR Part 404 and DOE licensing regulations.

(f) Contractor Action to Protect the Government's Interest.

(1) Execution and delivery of title or license instruments. The Contractor agrees to execute or have executed, and to deliver promptly to DOE all instruments necessary to accomplish the following actions:

(i) establish or confirm the Government's rights throughout the world in subject inventions to which the Contractor elects to retain title;

(ii) convey title in a subject invention to DOE pursuant to subparagraph (b)(5) and paragraph (d) of this clause; or

(iii) enable the Government to obtain patent protection throughout the world in a subject invention to which the Government has title.

(2) Contractor employee agreements. The Contractor agrees to require, by written

agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract, and to execute all papers necessary to file patent applications claiming subject inventions or to establish the Government's rights in the subject inventions. This disclosure format shall at a minimum include the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) Contractor procedures for reporting subject inventions to DOE. The Contractor agrees to establish and maintain effective procedures for ensuring the prompt identification and timely disclosure of subject inventions to DOE. The Contractor shall submit a written description of such procedures to the Contracting Officer, upon request, for evaluation and approval of the effectiveness of such procedures by the Contracting Officer.

(4) Notification of discontinuation of patent protection. With respect to any subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall notify Patent Counsel of any decision to discontinue the prosecution of a patent application, payment of maintenance fees, or defense of a subject invention in a reexamination or opposition proceeding, in any country, not less than thirty (30) days before the expiration of the response period for any action required by the corresponding patent office.

(5) Notification of Government rights. With respect to any subject invention to which the Contractor has title, the Contractor agrees to include, within the specification of any United States patent application and within any patent issuing thereon claiming a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by the United States Department of Energy. The Government has certain rights in the invention."

(6) Avoidance of Royalty Charges. If the Contractor licenses a subject invention, the Contractor agrees to avoid royalty charges on acquisitions involving Government funds, including funds derived through a Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on a subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the subject invention to any party.

(7) DOE approval of assignment of rights. Rights in a subject invention in the United States may not be assigned by the Contractor without the approval of DOE.

(8) Small business firm licensees. The Contractor shall make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and may give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or

proposal. The decision as to whether to give a preference in any specific case is at the discretion of the Contractor.

(9) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.

(g) Subcontracts.

(1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.

(2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with *35 U.S.C. 202* and subparagraph (b)(5) of this clause.

(3) Inclusion of patent rights clause-subcontractors other than non-profit organizations or small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties and any applicable exceptional circumstance, in any contract for experimental, developmental, demonstration or research work.

(4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(5) Subcontractor refusal to accept terms of patent rights clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such refusal and including relevant information for expediting disposition of the matter; and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.

(6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.

(7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention, with a copy of the

notification and identification to the Contracting Officer.

(h) Reporting on Utilization of Subject Inventions. Upon request by DOE, the Contractor agrees to submit periodic reports, no more frequently than annually, describing the utilization of a subject invention or efforts made by the Contractor or its licensees or assignees to obtain utilization of the subject invention. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information reasonably specified by DOE. Upon request by DOE, the Contractor also agrees to provide reports in connection with any march-in proceedings undertaken by DOE, in accordance with paragraph (j) of this clause. If any data or information reported by the Contractor in accordance with this provision is considered privileged and confidential by the Contractor, its licensee, or assignee and the Contractor properly marks the data or information privileged or confidential, DOE agrees not to disclose such information to persons outside the Government, to the extent permitted by law.

(i) Preference for United States Industry. Notwithstanding any other provision of this clause the Contractor agrees that with respect to any subject invention in which it retains title, neither it nor any assignee may grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, DOE may waive the requirement for such an agreement upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-In Rights. With respect to any subject invention to which the Contractor has elected to retain or is granted title, DOE may, in accordance with the procedures in the DOE patent waiver regulations, require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances. If the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that-

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs that are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by government regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement to substantially manufacture in the United States and required by paragraph (i) of this clause has neither been obtained nor waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Communications. The Contractor shall direct any notification, disclosure, or request provided for in this clause to the Patent Counsel identified in the contract.

(l) Reports.

(1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and/or a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period. The interim report shall state whether the Contractor's invention disclosures were submitted to DOE in accordance with the requirements of subparagraphs (f)(3) and (f)(4) of this clause.

(2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract or within three (3) months of the date of completion of the contracted work, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and/or a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.

(m) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

(n) Atomic Energy.

(1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.

(2) Patent Agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (o)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.

(o) Classified Inventions.

(1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written

approval of the Contracting Officer.

(2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

(3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.

(p) Examination of Records Relating to Inventions.

(1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, and documents and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor (and inventor) compliance with the requirements of this clause, including proper identification and disclosure of subject inventions, and establishment and maintenance of invention disclosure procedures.

(2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.

(3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.

(q) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.

(r) Educational Awards Subject to *35 U.S.C. 212.* The Contractor shall notify the Contracting Officer prior to the placement of any person subject to *35 U.S.C. 212* in an area of technology or task (1) related to exceptional circumstance technology or (2) any person who is subject to treaties or international agreements as set forth in paragraph (b)(6) of this clause or to agreements other than funding agreements.

The Contracting Officer may disapprove of any such placement.

(s) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

(t) Publication. The Contractor shall receive approval from Patent Counsel prior to releasing or publishing information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract, to ensure such release or publication does not adversely affect the patent rights of DOE or the Contractor.

(u) Termination of Contractor's Advance Class Waiver. If a request by the Contractor for an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to paragraph (c) of this clause contains false material statements or fails to disclose material facts, and DOE relies on the false statements or omissions in granting the Contractor's request, the waiver or grant of any Government rights (in whole or in part) to the subject invention(s) may be terminated at the discretion of the Secretary of Energy or designee. Prior to termination, DOE shall provide the Contractor with written notification of the termination, including a statement of facts in support of the termination, and the Contractor shall be allowed thirty (30) days, or a longer period authorized by the Secretary of Energy or designee for good cause shown in writing by the Contractor, to show cause for not terminating the waiver or grant. Any termination of an advance class waiver or a determination of greater rights is subject to the Contractor's license as provided for in paragraph (f) of this clause.

I.48 DEAR 970.5228-1 Insurance – Litigation and Claims (JUL 2013) (Mod 368)

(a) The contractor must comply with 10 CFR Part 719, Contractor Legal Management Requirements, if applicable.

(b)(1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer. (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority. (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.

(c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.

(d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed – (1) For that portion of the reasonable cost of bonds and insurance

allocable to this contract required in accordance with contract terms or approved under this clause, and (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the clause of this contract entitled "Obligation of Funds."

(e) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(f) (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgments and settlements-

(i)Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR Part 31, as supplemented by 48 CFR 970.31;

(ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or

(iii)Which were caused by contractor managerial personnel's – (A) Willful misconduct; (B) Lack of good faith; or (C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.

(2) The term "contractor's managerial personnel" is defined in the Property clause in this contract.

(g)(1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation. (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer. (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

(h)The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.

(End of clause)

I.49 DEAR 970.5231-4 Pre-existing Conditions (DEC 2000) (ALTERNATE I) (DEC 2000)

(a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before [Insert date this clause was included in contract], in conjunction with the management and operation of [Insert name of facility], shall be deemed incurred under Contract No. [Contract No. DE-

AC09-96SR18500].

(b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

NOTE: The following clause is applicable to a management and operating contractor not previously working at the Savannah River Site:

I.50 DEAR 970.5231-4 Pre-existing Conditions (DEC 2000) (ALTERNATE II) (DEC 2000)

(a) The Department of Energy agrees to reimburse the contractor, and the contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility on [08/01/08]. To the extent the acts or omissions of the contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to [08/01/08], the contractor shall be responsible in accordance with the terms and conditions of this contract.

(b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

(c) The contractor has the duty to inspect the facilities and sites and timely identify to the contracting officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The contractor has the responsibility to take corrective action, as directed by the contracting officer and as required elsewhere in this contract.

I.51 DEAR 970.5232-2 Payments and Advances (DEC 2000) ALTERNATE II (DEC 2000) and ALTERNATE III (DEC 2000)

(a) Payment of Total available fee: Base Fee and Performance Fee. The base fee amount, if any, is payable in equal monthly installments. Total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with the clause of this contract entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." Base fee amount and total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under this contract, as determined by the contracting officer. The contracting officer may offset against any such fee payment the amounts owed to the Government by the contractor, including any amounts owed for disallowed costs under this contract. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the contracting officer.

(b) Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less

frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.

(c) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this contract as Appendix B. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.

(d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this clause.

(e) Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:

(1) Compliance by the contractor with DOE's patent clearance requirements, and

(2) The furnishing by the contractor of:

(i) An assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;

(ii) A closing financial statement;

(iii) The accounting for Government-owned property required by the clause entitled "Property"; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract; provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause--, DEAR 970.5228-1, "Insurance-Litigation and Claims");

(C) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

(3) In arriving at the amount due the contractor under this clause, there shall be deducted,

(i) Any claim which the Government may have against the contractor in connection with this contract, and

(ii) Deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.

(f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.

(g) Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.

(h) Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.

(i) Direct payment of charges. The Government reserves the right, upon ten days written notice from

the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefore.

(j) Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.

(k) Review and approval of costs incurred. The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 *(41 U.S.C. 256)*, as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the contractor in accordance with DOE accounting policies, but will not relieve the contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

I.52 DEAR 970.5232-3 Accounts, Records, and Inspection (DEC 2000) (DEVIATION) [DOE Acquisition Letter 2005-04, 11/02/2004]

(a) Accounts. The contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the contractor under this contract. The system of accounts employed by the contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

(b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause, Access To and Ownership of Records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the contractor shall afford DOE proper facilities for such inspection and audit.

(c) Audit of subcontractors I records. The contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.

(d) Disposition of records. Except as agreed upon by the Government and the contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the contractor in connection with the work under this

contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause, Access to and ownership of records, all other records in the possession of the contractor relating to this contract shall be preserved by the contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the contractor.

(e) Reports. The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require.

(f) Inspections. The DOE shall have the right to inspect the work and activities of the contractor under this contract at such time and in such manner as it shall deem appropriate.

(g) Subcontracts. The contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.

(h) Comptroller General.

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(3) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

(i) Internal audit. The contractor agrees to establish and maintain an internal audit activity and provide the following reports:

(1) Internal Audit Implementation Design. Within thirty (30) days of contract award and each 5^{th} year of contract performance or upon the exercise of any contract option or the extension of the contract, the contractor shall submit to the contracting officer an Internal Audit Implementation Design to include the overall strategy for the audit activity. The Implementation Design, will describe

(i) the audit activity's placement within the contractor's organization including reporting requirements;

(ii) its size and the experience and educational standards of the audit staff;

(iii) its relationship to the corporate parent(s) of the contractor;

(iv) the standards used to audit;

(v) an overall audit strategy for relevant performance period of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;

(vi) the intended use of external audit resources;

(vii) the plan for audit, both pre-award and post- award of subcontracts; and

(viii) the schedule of peer review of the internal audit activity by other DOE contractor internal audit activities.

(2) Annual Audit Report. By each January 31 of the contract performance period, the contractor shall submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year and their results.

(3) Annual Audit Plan. By each June 30 of the contract performance period, the contractor shall submit to the contracting officer an annual audit plan that reflects the activities to be undertaken during the next fiscal year. The contractor shall design the Annual Audit Plan to test the costs incurred and contractor management systems described in the internal audit design.

(4) Contracting officer's satisfaction. The design of the internal audit activity submitted under subparagraph (I), the annual report submitted under subparagraph (2), and the annual audit plan submitted under subparagraph (3) shall be satisfactory to the contracting officer.

(j) Statement of Costs Incurred and Claimed. At any time during contract performance, should the contracting officer determine that the costs incurred are unallowable to an extent to cause him or her to lose confidence in the contractor's management controls or the contractor's management systems that validate the costs incurred and claimed, the contracting officer may, in his or her sole discretion, impose conditions upon the contractor's use of the special financial institution account or use of the Statement of Costs Incurred and Claimed in whole or in part, including direction that specific types of costs be claimed by periodic vouchering. This action shall not relieve the contractor from any obligation to perform its obligations under this contract. In addition, the contracting officer may direct the contractor to pay the Government an amount equal to the unallowable costs or payments improperly made and take any other action or combination of actions provided in this contract, at law, or in equity.

I.53 DEAR 970.5232-4 Obligation of Funds (DEC 2000)

(a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is (See Section B). Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives

clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.

(b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:

(1) collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract, and

(2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.

(c) Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the--day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only-- days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.

(d) Financial plans; cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees

(1) to comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives, (See Modification 055 and B-4E)

(2) to comply with other requirements of such plans and directives, and

(3) to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.

(e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

I.54 DEAR 970.5236-1 Government Facility Subcontract Approval (DEC 2000)

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer, and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.

I.55 RESERVED (Mod 1019)

I.56 DEAR 970.5244-1 Contractor Purchasing System (Aug 2016) (MOD 1032)

(a) *General.* The Contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR subpart 970.44. The Contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to the Department of Energy (DOE) in accordance with 48 CFR 970.4401-1. The Contractor shall maintain file documentation which is appropriate to the value of the purchase and is adequate to establish the propriety of the transaction and the price paid. The Contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the Contractor submit for approval any or all purchases under this contract. The Contractor shall not purchase any item or service, the purchase of which is expressly prohibited by the written direction of DOE, and shall use such special and directed sources as may be expressly required by the DOE Contracting Officer. DOE will conduct periodic appraisals of the Contractor's management of all facets of the purchasing function, including the Contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the Contracting Officer, through the Contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The Contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (y) of this clause.

(b) *Acquisition of utility services.* Utility services shall be acquired in accordance with the requirements of 48 CFR subpart 970.41.

(c) *Acquisition of real property.* Real property shall be acquired in accordance with 48 CFR subpart 917.74.

(d) *Advance notice of proposed subcontract awards.* Advance notice shall be provided in accordance with 48 CFR 970.4401-3.

(e) *Audit of subcontractors.*

(1) The Contractor shall provide for -

(i) Periodic post-award audit of cost-reimbursement subcontractors at all tiers; and

(ii) Audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.

(2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The Contractor shall provide, in appropriate cases, for the timely involvement of the Contractor and the DOE Contracting Officer in resolution of subcontract cost allowability.

(3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE Contracting Officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the Contractor.

(4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 31.205-26(e).

(f) *Bonds and insurance.*

(1) The Contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed-priced and unit-priced construction subcontracts in excess of $150,000. The Contractor shall consider the use of performance bonds in fixed-price non-construction subcontracts, where appropriate.

(2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of $150,000, a payment bond shall be obtained on Standard Form 25A modified to name the Contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).

(3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts greater than $25,000, but not greater than $100,000, the Contractor shall select two or more of the payment

protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.

(4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.

(g) *Buy American.* The Contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-1 and 48 CFR 52.225-9. The Contractor shall forward determinations of non-availability of individual items to the DOE Contracting Officer for approval. Items in excess of $500,000 require the prior concurrence of the Head of Contracting Activity. If, however, the Contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the Contractor to make determinations of non-availability for individual items valued at $500,000 or less.

(h) *Construction and architect-engineer subcontracts.*

(1) *Independent Estimates.* A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.

(2) *Specifications.* Specifications for construction shall be prepared in accordance with the DOE publication entitled “General Design Criteria Manual.”

(3) *Prevention of conflict of interest.*

(i) The Contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a “turnkey” subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.
(ii) The Contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.
(iii) The Contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.

(i) *Contractor-affiliated sources.* Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.

(j) *Contractor-subcontractor relationship.* The obligations of the Contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate the work of subcontractors).

Subcontracts shall be in the name of the Contractor, and shall not bind or purport to bind the Government.

(k) *Government Property.* The Contractor shall establish and maintain a property management system that complies with criteria in 48 CFR 970.5245-1, Property, and 48 CFR 52.245-1, Government Property.

(l) *Indemnification.* Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.

(m) *Leasing of motor vehicles.* Contractors shall comply with 48 CFR subpart 8.11 and 48 CFR subpart 908.11.

(n) [Reserved]

(o) *Management, acquisition and use of information resources.* Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.

(p) *Priorities, allocations and allotments.* Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.

(q) *Purchase of special items.* Purchase of the following items shall be in accordance with the following provisions of 48 CFR subpart 8.5, 48 CFR subpart 908.71, Federal Management Regulation 41 CFR part 102, and the Federal Property Management Regulation 41 CFR chapter 101:

(1) Motor vehicles - 48 CFR 908.7101
(2) Aircraft - 48 CFR 908.7102
(3) Security Cabinets - 48 CFR 908.7106
(4) Alcohol - 48 CFR 908.7107
(5) Helium - 48 CFR subpart 8.5
(6) Fuels and packaged petroleum products - 48 CFR 908.7109
(7) Coal - 48 CFR 908.7110
(8) Arms and Ammunition - 48 CFR 908.7111
(9) Heavy Water - 48 CFR 908.7121(a)
(10) Precious Metals - 48 CFR 908.7121(b)
(11) Lithium - 48 CFR 908.7121(c)
(12) Products and services of the blind and severely handicapped - 41 CFR 101-26.701
(13) Products made in Federal penal and correctional institutions - 41 CFR 101-26.702.

(r) *Purchase versus lease determinations.* Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease versus purchase determinations. Such determinations shall be made -

(1) At time of original acquisition;
(2) When lease renewals are being considered; and
(3) At other times as circumstances warrant.

(s) *Quality assurance.* Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.

(t) *Setoff of assigned subcontractor proceeds.* Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.

(u) *Strategic and critical materials.* The Contractor may use strategic and critical materials in the National Defense Stockpile.

(v) *Termination.* When subcontracts are terminated as a result of the termination of all or a portion of this contract, the Contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the Contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the Contracting Officer.

(w) *Unclassified controlled nuclear information.* Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.

(x) *Subcontract flowdown requirements.* In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the Contractor shall include the following clauses in subcontracts, as applicable:

(1) Davis-Bacon clauses prescribed in 48 CFR 22.407.
(2) Foreign Travel clause prescribed in 48 CFR 952.247-70.
(3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a).
(4) Service Contract Act clauses prescribed in 48 CFR 22.1006.
(5) State and local taxes clause prescribed in 48 CFR 970.2904-1.
(6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b).

(y) *Legal services.* Contractor purchases of litigation and other legal services are subject to the requirements in 10 CFR part 719 and the requirements of this clause.
(End of clause)

NOTE: The following clause is only applicable if the Contractor is other than a non-profit organization:

I.57 DEAR 970.5245-1 Property (DEC 2000)

(a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Title to property. Except as otherwise provided by the contracting officer, title to all materials,

equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.

(d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the contracting officer and the contractor as the fair value thereof. The amount received by the contractor as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all government property which had come into the possession or custody of the contractor under this contract.

(e) Protection of government property-management of high-risk property and classified materials.

(1 The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security

interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.

(f) Risk of loss of Government property.

(1) (i) The contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:

(A) Willful misconduct or lack of good faith on the part of the contractor's managerial personnel;

(B) Failure of the contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the contracting officer to safeguard such property under paragraph (e) of this clause; or

(C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i) (1) of this clause.

(ii) If, after an initial review of the facts, the contracting officer informs the contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the contractor to show that the contractor should not be required to compensate the government for the loss, destruction, or damage.

(2) In the event that the contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f) (1) of this clause, the contractor's compensation to the Government shall be determined as follows:

(i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of risks of loss referred to in paragraph (f) (1) of this clause is not allowable.

(g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government

property in the possession or custody of the contractor with a value above the threshold set out in the contractor's approved property management system, the contractor:

(1) Shall immediately inform the contracting officer of the occasion and extent thereof,

(2) Shall take all reasonable steps to protect the property remaining, and

(3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the contracting officer. The contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.

(h) Government property for Government use only. Government property shall be used only for the performance of this contract.

(i) Property Management.

(1) Property Management System.

(i) The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The contractor's property management system shall be submitted to the contracting officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management regulations and Department of Energy Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.

(ii) In order for a property management system to be approved, it must provide for:

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;

(B) Employee personal responsibility and accountability for Government-owned property;

(C) Full integration with the contractor's other administrative and financial systems; and

(D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.

(iii) Approval of the contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i) (2) of this clause.

(2) Property Inventory.

(i) Unless otherwise directed by the contracting officer, the contractor shall within six

months after execution of the contract provide a baseline inventory covering all items of Government property.

(ii) If the contractor is succeeding another contractor in the performance of this contract, the contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

(j) The term "contractor's managerial personnel" as used in this clause means the contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of:

(1) All or substantially all of the contractor's business; or

(2) All or substantially all of the contractor's operations at any one facility or separate location to which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract; or

(4) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract; or

(5) A separate and discrete major task or operation in connection with the performance of this contract.

(k) The contractor shall include this clause in all cost reimbursable subcontracts.

NOTE: The following clause is only applicable if the Contractor is a non-profit organization:

I.58 DEAR 970.5245-1 Property (DEC 2000) Alternate I (DEC 2000)

(a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Title to property. Except as otherwise provided by the contracting officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the

Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

(c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.

(d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the contracting officer and the contractor as the fair value thereof. The amount received by the contractor as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all government property which had come into the possession or custody of the contractor under this contract.

(e) Protection of government property-management of high-risk property and classified materials.

(1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.

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

(f) Risk of loss of Government property.

(1) (i) The contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:

(A) Willful misconduct or lack of good faith on the part of the contractor's managerial

personnel;

(B) Failure of the contractor's managerial personnel to take all reasonable steps to comply with any appropriate written direction of the contracting officer to safeguard such property under paragraph (e) of this clause; or

(C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (i) (1) of this clause.

(ii) If, after an initial review of the facts, the contracting officer informs the contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the contractor to show that the contractor should not be required to compensate the government for the loss, destruction, or damage.

(2) In the event that the contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f) (1) of this clause, the contractor's compensation to the Government shall be determined as follows:

(i) For damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of risks of loss referred to in paragraph (f) (1) of this clause is not allowable.

(g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the contractor with a value above the threshold set out in the contractor's approved property management system, the contractor:

(1) Shall immediately inform the contracting officer of the occasion and extent thereof,

(2) Shall take all reasonable steps to protect the property remaining, and

(3) Shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the contracting officer. The contractor shall take no action prejudicial to the right of the Government to recover therefore, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.

(h) Government property for Government use only. Government property shall be used only for the performance of this contract.

(i) Property Management.

(1) Property Management System.

(i) The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The contractor's property management system shall be submitted to the contracting officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management regulations and Department of Energy Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.

(ii) In order for a property management system to be approved, it must provide for:

(A) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;

(B) Employee personal responsibility and accountability for Government-owned property;

(C) Full integration with the contractor's other administrative and financial systems; and

(D) A method for continuously improving property management practices through the identification of best practices established by "best in class" performers.

(iii) Approval of the contractor's property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (i) (2) of this clause.

(2) Property Inventory.

(i) Unless otherwise directed by the contracting officer, the contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.

(ii) If the contractor is succeeding another contractor in the performance of this contract, the contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

(j) The term "contractor's managerial personnel" as used in this clause means the contractor's directors, officers and any of its managers, superintendents, or other equivalent representatives who have

supervision or direction of all or substantially all of:

(1) The contractor's business; or

(2) The contractor's operations at any one facility or separate location at which this contract is being performed; or

(3) The contractor's Government property system and/or a Major System Acquisition or Major Project as defined in DOE Order 4700.1 (Version in effect on effective date of contract).

(k) The contractor shall include this clause in all cost reimbursable subcontracts.

I.59 FAR 52.234-3 Notice of Earned Value Management System - Post Award IBR (July 2006) (AMENDMENT 001)

(a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in ANSI/EIA Standard - 748 (current version at time of solicitation).

(b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.

(1) The plan shall—

(i) Describe the EVMS the offeror intends to use in performance of the contracts;

(ii) Distinguish between the offeror’s existing management system and modifications proposed to meet the guidelines;

(iii) Describe the management system and its application in terms of the EVMS guidelines;

(iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and

(v) Provide documentation describing the process and results of any third-party or self-evaluation of the system’s compliance with the EVMS guidelines.

(2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(3) The Government will review and approve the offeror’s plan for an EVMS before contract award.

(4) The offeror’s EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the ANSI/EIA Standard -748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

I.60 FAR 52.222-54 Employment Eligibility Verification (Jan 2009) (Modification 051)

(a) Definitions. As used in this clause – "Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is"

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, 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 Section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c) (2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders. "Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor. "United States", as defined in 8 U. S.C. 1101 (a) (38), means the 50 States, the District of Columbia, Puerto Rico, Guam and the U. S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the

contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section),

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) All new employees

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001 (a); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b) (1) or (b) (2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees haired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such cases, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web Site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) – 12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –
(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;

(2) Has a value of more than $3,000; and

(3) Includes work performed in the United States.

I.61 DEAR 970.5211-1 Work Authorization (May 2007) (Mod 181)

(a) Work authorization proposal. Prior to the start of each fiscal year, the Contracting Officer or designee shall provide the Contractor with program execution guidance in sufficient detail to enable the Contractor to develop an estimated cost, scope, and schedule. In addition, the Contracting Officer may unilaterally assign work. The Contractor shall submit to the Contracting Officer or other designated official, a detailed description of work, a budget of estimated costs, and a schedule of performance for the work it recommends be undertaken during that upcoming fiscal year.

(b) Cost estimates. The Contractor and the Contracting Officer shall establish a budget of estimated costs, description of work, and schedule of performance for each work assignment. If agreement cannot be reached as to scope, schedule, and estimated cost, the Contracting Officer may issue a unilateral work authorization, pursuant to this clause. The work authorization, whether issued bilaterally or unilaterally shall become part of the contract. No activities shall be authorized or costs incurred prior to Contracting Officer issuance of a work authorization or direction concerning continuation of activities of the contract.

(c) Performance. The Contractor shall perform work as specified in the work authorization, consistent with the terms and conditions of this contract.

(d) Modification. The Contracting Officer may at any time, without notice, issue changes to work authorizations within the overall scope of the contract. A proposal for adjustment in estimated costs and schedule for performance of work, recognizing work made unnecessary as a result, along with new work, shall be submitted by the Contractor in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

(e) Increase in estimated cost. The Contractor shall notify the Contracting Officer immediately whenever the cost incurred, plus the projected cost to complete work is projected to differ (plus or minus) from the estimate by 10 percent. The Contractor shall submit a proposal for modification in accordance with paragraph (a) of this clause. Resolution shall be in accordance with paragraph (b) of this clause.

(f) Expenditure of funds and incurrence of costs. The expenditure of monies by the Contractor in the performance of all authorized work shall be governed by the ``Obligation of Funds'' or equivalent clause of the contract.

(g) Responsibility to achieve environment, safety, health, and security compliance. Notwithstanding other provisions of the contract, the Contractor may, in the event of an emergency, take that corrective action necessary to sustain operations consistent with applicable environmental, safety, health, and security statutes, regulations, and procedures. If such action is taken, the Contractor shall notify the Contracting Officer within 24 hours of initiation and, within 30 days, submit a proposal for adjustment in estimated costs and schedule established in accordance with paragraphs (a) and (b) of this clause.

(End of clause)

[Note: See Mods 024, 045, 052, 055, 061, 063, 072, 090, 091, 106, 118, 121, 145, 157, 200, 255, 311, 313, 348 and 359 for ARRA work authorizations. See Mods 285, 291, 295, 301, 305, 306, 310, 314, 315, 319, 321, 328, 334, 335, 336, 339, 341, 342, 343, 345, 347, 349, 353, 354, 356, 364, 367, 375, 376, 377, 378, 383, 384, 385, 386, 390, 391, 392, 393, 397, 398, 403, 410, 417, 421, 422, 428, 429, 430, 431, 435, 437, 441, 443, 444, 448, 450, 457, 458, 463, 467, 468, 470, 471, 476, 477, 478, 486, 488, 490, 494, 498, 499, 501, 508, 509, 514, 515, 519, 525, 531, 532, 537, 542, 549, 551, 553, 560, 564, 566, 567, 571, 572, 582, 585, 586, 587, 591, 592, 600, 604, 605, 609, 611, 615, 619, 620, 625, 632, 637, 638, 639, 643, 644, 648, 653, 654, 657, 661, 663, 667, 671, 675, 676, 680, 685, 686, 690, 693, 698, 700, 702, 706, 711, 712, 713, 717, 720, 722, 723, 727, 732, 735, 740, 745, 753, 761, 762, 763, 767, 772, 777, 779, 785, 786, 797, 801, 802, 803, 809, 815, 819, 820, 824, 828, 833, 839, 843, 847, 854, 856, 861, 862, 863, 867, 876, 879, 883, 892, 897, 902, 909,914, 921, 927, 933, 937, 938, 945, 949, 953, 960, 966, 976 for additional

base work scopes incorporated by various work authorizations. Mods 452 and 462 deleted work authorization scope. Mod 322 provided appropriation/ funds language and period of performance limitations. Mod 332 provided revised language to Mod 322 excepting NNSA work authorizations.]

I.62 DEAR 931.205-33 Professional and Consultant Service Costs (Mod 368)

(g) If the clause at 48 CFR 952.231-71 or the clause at 48 CFR 970.5228-1 is included in the contract, or the contract is a non-management and operating contract exceeding $100,0000,000 that includes cost reimbursable elements exceeding $10,000,000 (for example, contracts with both fixed-price and cost-reimbursable line items where the cost-reimbursable line items exceed $10,000,000 or time and materials contracts where the materials portions exceed $10,000,000), litigation and other legal costs are only allowable if both: incurred in accordance with 10 CFR Part 719, Contractor Legal Management Requirements; and not otherwise made unallowable by law, regulation, or the terms of the contract.

(End of clause)

I.63 FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014) (Mod 500)

This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

I.64 FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (Deviation) (Mod 1009)

(a) Definition. As used in this clause -
United States or its outlying areas means—

(1) The fifty States;
(2) The District of Columbia;
(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety

Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https:/www.saferfederalworkforce.gov/contractors/

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of Clause)

I.65 FAR 52.225-11 Buy American – Construction Materials Under Trade Agreements (NOV 2021) (MOD 1032)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin 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 Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

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

(i) A commercial product (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.

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 (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, 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, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

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 55 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. 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.

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.

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.

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 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 domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer
\
has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American 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 information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
[Contracting Officer to list applicable excepted materials or indicate "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 statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 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 statute.

(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 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)(4)(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)*
Item1			
Foreign construction material	____	____	____
Domestic construction material	____	____	____
Item1			
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.66 FAR 52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025) (MOD 1132)

(a) Definitions. As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock.

The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (~~7 CFR 3201.2~~[7 CFR 4270.2]).

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1) That are listed by USDA in a procurement guideline available at https://www.biopreferred.gov/resources/categories.html; and

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov [or 7 CFR part 4270]).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than—

(1) October 31 of each year during contract performance;

(2) At the end of contract performance.

(End of Clause)

I.67 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025) (MOD 1132)

(a) Definitions. As used in this clause—

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

I.68 FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (DEVIATION Jan 2026) ALTERNATE I-DEVIATION (DEVIATION Jan 2026) (Mod 1148)

(a) Unless an exception under FAR 15.403-2 applies, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408-2, Table 15-1 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price) before awarding any subcontract expected to exceed $2 million under any prime contract awarded before July 1, 2018.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that, when entered into, exceeds the threshold for submission of certified cost or pricing data in FAR 15.403-3(a), the Contractor shall insert either—

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, *Subcontractor Certified Cost or Pricing Data—Modifications*.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

TABLE OF CONTENTS

Document	Title	Page
Appendix A	Transition Plan	1
Appendix B	Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Agreement	2
Appendix C	Small Business Subcontracting Plan	3
Appendix D	Key Personnel	4
Appendix E	List B/Applicable DOE Directives and Orders (Amendment 003)	5
Appendix F	Sensitive Foreign Nations Control	19
Appendix G	Performance Guarantee Agreement	22
Appendix H	Reserved for potential future use.	23
Appendix I	Guidance for Preparation of Employee Concerns Program	24
Appendix J	Guidance for Preparation of Equal Opportunity Program	26
Appendix K	Supplemental Requirements to Laws, Regulations, and DOE Directives	30
Appendix L	Discretionary Management Positions	31
Appendix M	Guidance for Preparation of the Transition Plan	32
Appendix N	SRS Interface Management Plan	35
Appendix O	Annex on Information and Intellectual Property Under the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project	44
Appendix P	List of Contracting Officer Representatives	45
Appendix Q	Advance Agreement Related to Impacts Resulting from Partial Stop Work Order (nonportable work only) associated with the coronavirus epidemic impacts at Savannah River Site (Mod 910)	46
Appendix R	Construction Wage Determination (Mod 1125, 1138)	59
Appendix S	Performance Evaluation Measurement Plans and Capital Construction Projects NNSA Line-Item Project Fee Plan for Fiscal Year 2026	60

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX A: TRANSITION PLAN

TO BE COMPLETED AFTER AWARD

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX B: SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT FOR USE WITH THE PAYMENTS CLEARED FINANCING AGREEMENT

TO BE DETERMINED

(Latest Attached – 159 pages)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX C: SMALL BUSINESS SUBCONTRACTING PLAN

(Attached)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX D: KEY PERSONNEL

Pursuant to the clause entitled "Key Personnel," the following positions are considered to be essential to work being performed. (Modification A002, Mod 085, Mod 97, CO Ltrs, CMD-09-202, CMD-09-203, CMD-09-299, CMD-09-365, CMD-10-125, CMD-10-161, and CMD-10-204, Mod 125, CMD-11-014, Mod 137, Mod 141, CMD-11-088, CMD-11-090, CMD-11-112, CMD-11-149, Mod 189, CMD-11-214, Mod 229, Mod 230, CMD-13-081, Mod 427, CMD-14-079, CMD-14-086, CMD-14-107, Mod 526, Mod 543, CMD-15-103, CMD-16-084, CMD-16-085, CMD-16-123, Mod 662, CMD-18-068, CMD-18-139, CMD-19-008, Mod 835, Mod 961, Mod 986, CMD-21-102, Mod 1019, CMD-22-269, CMD-22-272, CMD-22-295, Mod 1036, Mod 1063, Mod 1066, Mod 1130)

Name	Title
Griffin, Jeffrey	President and Chief Executive Officer
Dawkins, James C.	Executive Vice President and Chief Operations Officer
Miller, Nicholas	Senior Vice President - NNSA Operations & Programs
Lawson, Janice	Senior Vice President – Environmental Management Operations
Peters, Staci L.	Senior Vice President, Business Services
McLane, Duane	Senior Vice President – Environment, Safety, Health & Area Completion

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX E

APPENDIX E: LIST B/APPLICABLE DOE DIRECTIVES AND ORDERS

(Note: Modified by Modifications 267, 399, 479, 527, 636, 694, 776, 832, 884, 943, 1002, 1027, 1078, 1104, 1122, 1147).

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 "Laws, Regulations, and DOE Directives," the Contractor shall adhere to the ES&H requirements compliance process delineated in the Site Standards/ Requirements Identification Document (S/RID). For requirements other than ES&H, the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in this clause).

The following is the DOE approved List B set of requirements as of February 9, 2026.

Table J List B – NNSA and DOE Directives

* Schedule Impact
** Subject to availability of funds for implementation.
Please refer to the Pending Resolutions section for the most current information.

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
10 CFR 1021	National Environmental Policy Act Implementing Procedures	---
10 CFR 436	Federal Energy Management and Planning Programs	---
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites	---
10 CFR 708	DOE Contractor Employee Protection Program	---
10 CFR 71	Packaging and Transportation of Radioactive Material	---
10 CFR 712	Human Reliability Program	
10 CFR 820	Procedural Rules for DOE Nuclear Activities	---
10 CFR 830	Nuclear Safety Management	---
10 CFR 835	Occupational Radiation Protection	---
10 CFR 851	Worker Safety and Health Program	---
10 CFR 962	Byproduct Material	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
29 CFR 1910	COVID 19 Emergency Temporary Standard	6/21/2021
33 CFR 153	Control of Pollution by Oil and Hazardous Substances, Discharge Removal	---
33 CFR 320	General Regulatory Policies	---
33 CFR 322	Permits for Structures or Work in or Affected Navigable Waters of the United States	---
33 CFR 323	Permits for Discharges of Dredged or Fill Material into Waters of the United States	---
33 CFR 325	Processing of Department of Army Permits	---
33 CFR 326	Enforcement	---
33 CFR 327	Public Hearings	---
33 CFR 328	Definition of Waters of the United States	---
33 CFR 329	Definition of Navigable Waters of the United States	---
33 CFR 330	Nation Wide Permit Program	---
40 CFR 110	Discharge of Oil	---
40 CFR 112	Oil Pollution Prevention	---
40 CFR 116	Designation of Hazardous Substances	---
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances	---
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System	---
40 CFR 125	Criteria and Standards for the National Pollution Discharge Elimination System	---
40 CFR 129	Toxic Pollutant Effluent Standards	---
40 CFR 131	Water Quality Standards	---
40 CFR 133	Secondary Treatment Regulation	---
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants	---
40 CFR 141	National Primary Drinking Water Regulations	---
40 CFR 142	National Primary Drinking Water Regulations Implementation	---
40 CFR 143	National Secondary Drinking Water Regulations	---
40 CFR 144	Underground Injection Control Program	---
40 CFR 146	Underground Injection Control Program: Criteria and Standards	---
40 CFR 148	Hazardous Waste Injection Restrictions	---
40 CFR 149	Sole Source Aquifers	---
40 CFR 166	Exemption of Federal and State Agencies for Use of Pesticides Under Emergency Conditions	---
40 CFR 170	Worker Protection Standard	---
40 CFR 171	Certification Of Pesticide Applicators	---
40 CFR 191	Environmental Radiation Protection Standards For Management And Disposal Of Spent Nuclear Fuel, High-Level And Transuranic Radioactive Wastes	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
40 CFR 230	Section 404(b)(1) Guidelines for Specification of Disposal for Dredged or Fill Material	---
40 CFR 231	Section 404(c) Procedures	---
40 CFR 243	Guidelines for the Storage and Collection of Residential, Commercial, and Institutional Solid Waste	---
40 CFR 246	Source Separation for Materials Recovery Guidelines	---
40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials	---
40 CFR 257	Criteria for Classification of Solid Waste Disposal Facilities and Practices	---
40 CFR 260	Hazardous Waste Management System: General	---
40 CFR 261	Identification And Listing Of Hazardous Waste	---
40 CFR 262	Standards Applicable to Generators of Hazardous Waste	---
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste	---
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities	---
40 CFR 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities	---
40 CFR 266	Standards For The Management Of Specific Hazardous Wastes And Specific Types Of Hazardous Waste Management Facilities	---
40 CFR 268	Land Disposal Restrictions	---
40 CFR 270	EPA Administered Permit Programs: The Hazardous Waste Permit Program	---
40 CFR 273	Standards for Universal Waste Management	---
40 CFR 279	Standards for the Management of Used Oil	---
40 CFR 280	Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST)	---
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan	---
40 CFR 302	Designation, Reportable Quantities and Notification	---
40 CFR 355	Emergency Planning and Notification	---
40 CFR 370	Hazardous Chemical Reporting: Community Right-to-Know	---
40 CFR 372	Toxic Chemical Release Reporting: Community Right-to-Know	---
40 CFR 401	Effluent Guidelines and Standards: General Provisions	---
40 CFR 403	General Pretreatment Regulations for Existing and New Sources of Pollution	---
40 CFR 50	National Primary and Secondary Ambient Air Quality Standards	---
40 CFR 503	Standards for the Use or Disposal of Sewage Sludge	---
40 CFR 58	Ambient Air Quality Surveillance	---
40 CFR 60	Standards of Performance for New Stationary Sources	---
40 CFR 61	National Emission Standards for Hazardous Air Pollutants	---
40 CFR 68	Chemical Accident Prevention Provisions	---
40 CFR 69	Special Exemptions from Requirements of the Clean Air Act	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
40 CFR 707	Chemical Imports and Exports	---
40 CFR 717	Records and Reports of Allegations that Chemical Substances Cause Significant Adverse Reactions to Health or the Environment	---
40 CFR 747	Metalworking Fluids	---
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions	---
40 CFR 763	Asbestos	---
40 CFR 82	Protection of Stratospheric Ozone	---
43 FR 4377	Radiation Protection Guidance to Federal Agencies for Diagnostic X-Rays	---
49 CFR 107	Hazardous Materials Program Procedures	---
49 CFR 171	General Information, Regulations and Definitions	---
49 CFR 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations	---
49 CFR 173	Shippers - General Requirements for Shipments And Packagings	---
49 CFR 174	Carriage By Rail	---
49 CFR 177	Carriage By Public Highway	---
49 CFR 178 (Subpart K)	Specifications For Packagings	---
49 CFR 382	Controlled Substances and Alcohol Use And Testing	---
49 CFR 383	Commercial Driver's License Standards; Requirements and Penalties	---
49 CFR 385	Safety Fitness Procedures	---
49 CFR 386	Rules of Practice For Motor Carrier Safety and Hazardous Materials Proceedings -- Scope Of Rules, Definitions	---
49 CFR 387	Minimum Levels of Financial Responsibility for Motor Carriers	---
49 CFR 389	Rulemaking Procedures - Federal Motor Carrier Safety Regulations -- General	---
49 CFR 390	Federal Motor Carrier Safety Regulations; General	---
49 CFR 391	Qualifications Of Drivers	---
49 CFR 392	Driving of Motor Vehicles	---
49 CFR 393	Parts and Accessories Necessary for Safe Operation	---
49 CFR 395	Hours of Service of Drivers	---
49 CFR 396	Inspection, Repair, and Maintenance	---
49 CFR 397	Transportation of Hazardous Materials; Driving and Parking Rules	---
49 CFR 40	Procedures for Transportation Workplace Drug Testing Program -- General	---
ANS-8.1-2014	Nuclear Criticality Safety in Operations with Fissionable Materials Outside Reactors	4/15/2014
ANS-8.10-2015	Criteria for Nuclear Criticality Safety Controls in Operations with Shielding and Confinement	2/12/2015

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
ANS-8.12-1987	Nuclear Criticality Control and Safety of Homogeneous Plutonium-Uranium Fuel Mixtures Outside Reactors	9/11/1987
ANS-8.14-2004	Use of Soluble Neutron Absorbers in Nuclear Facilities Outside Reactors	5/25/2004
ANS-8.15-2014	Nuclear Criticality Control of Special Actinide Elements	10/10/2014
ANS-8.17-2004	Criticality Safety Criteria for the Handling, Storage, and Transportation of LWR Fuel Outside Reactors	11/3/2004
ANS-8.19-2014	Administrative Practices for Nuclear Criticality Safety	7/28/2014
ANS-8.20-1991	Nuclear Criticality Safety Training	5/20/1991
ANS-8.21-1995	Use of Fixed Neutron Absorbers in Nuclear Facilities Outside Reactors	6/12/1995
ANS-8.22-1997	Nuclear Criticality Safety Based on Limiting and Controlling Moderators	10/31/1997
ANS-8.23-2019	Nuclear Criticality Accident Emergency Planning and Response	9/16/2019
ANS-8.24-2017	Validation of Neutron Transport Methods for Nuclear Criticality Safety Calculations	12/12/2017
ANS-8.26-2007	Criticality Safety Engineer Training and Qualification Program	6/20/2007
ANS-8.27-2015	Burnup Credit for LWR Fuel	11/10/2015
ANS-8.3-1997	Criticality Accident Alarm System	5/28/1997
ANS-8.6-1983	Safety in Conducting Subcritical Neutron-Multiplication Measurements in Situ	5/16/1983
ANS-8.7-1998	Nuclear Criticality Safety In The Storage Of Fissile Materials	12/2/1998
ANSI Z 358.1	Eye Wash and Shower Equipment, Emergency	1998
ANSI N323A - 1997	American National Standard: Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments	12/31/1997 1997
ANSI N42.18 - 1980	American National Standard: Specification and Performance of On-Site Instrumentation for Continuously Monitoring Radioactivity in Effluents	8/15/1980 91
ANSI N43.3 - 1993	American National Standard For General Radiation Safety - Installations Using Non-Medical X-Ray and Sealed Gamma-Ray Sources, Energies Up To 10 MeV	1/28/1993 93
ANSI/ASQ E4	Quality Systems For Environmental Data And Technology Programs - Requirements With Guidance For Use	2/4/2004
ANSI/HPS N43.2 - 2001	American National Standard: Radiation Safety for X-Ray Diffraction and Fluorescence Analysis Equipment	7/31/2001
ASME NQA-1-2008 w/2009 addenda	Quality Assurance Requirements for Nuclear Facility Applications	8/31/2009
ASME NQA-1-2019	Quality Assurance Requirements for Nuclear Facility Applications	12/31/2019
DOE/RW-0333P	Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program	10/1/2008 20

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
DOEM435.1-1	Radioactive Waste Management Manual	1/11/2021 Chg. 3 (LtdChg)
DOEM441.1-1	Nuclear Material Packaging Manual	2/24/2016 Chg. 1
DOEO150.1 B	Continuity Programs	12/21/2021
DOEO151.1E*	Comprehensive Emergency Management System	10/28/2024
DOE O 153.1A	Departmental Nuclear Emergency Support Team Capabilities	11/17/2022
DOEO210.2A	DOE Corporate Operating Experience Program	4/8/2011
DOEO225.1B	Accident Investigations	3/4/2011
DOEO226.1B	Implementation of Department of Energy Oversight Policy	4/25/2011
DOEO232.2A	Occurrence Reporting and Processing of Operations Information	10/4/2019 Chg. 1
DOEO243.1C*	Records Management Program	2/7/2022
DOEO251.1E	Departmental Directives Program	6/10/2024
DOEO341.1A	Federal Employee Health Services	10/18/2007
DOEO414.1E	Quality Assurance	12/18/2024
DOEO420.1C	Facility Safety	11/14/2019 Chg. 3 (LtdChg)
DOEO422.1	Conduct of Operations	2/3/2022 Chg. 4 (LtdChg)
DOEO425.1D	Verification of Readiness to Start Up or Restart Nuclear Facilities	10/4/2019 Chg. 2
DOEO426.2A*	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities	1/29/2024
DOEO430.1C-ESH	Real Property Asset Management	10/4/2019 Chg. 1
DOEO433.1B	Maintenance Management Program for DOE Nuclear Facilities.	3/12/2013 Admin Chg. 1
DOEO435.1	Radioactive Waste Management	1/11/2021Chg. 2 (Admin Chg.)
DOE O 437.1A	Bridge and Tunnel Management	9/23/2024
DOEO442.1B	Department of Energy Employee Concerns Program	1/31/2019
DOEO442.2	Differing Professional Opinions for Technical Issues Involving environmental, Safety and Health Concerns	10/4/2016 Chg. 1 (PgChg)

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
DOEO443.1C	Protection of Human Research Subjects	11/26/2019
DOEO456.1A	The Safe Handling of Unbound Engineered Nanoparticles	7/15/2016
DOEO458.1	Radiation Protection of the Public and the Environment	1/30/2025 Chg. 5 (AdminChg)
DOEO460.1D	Packaging and Transportation Safety	6/10/2022 Chg 1 (LtdChg)
DOEO460.2B	Departmental Materials Transportation and Packaging Management	6/10/2022
DOEO461.1C	Packaging and Transfer or Transportation of Materials of National Security Interest	10/4/2019 Change 1
DOEO461.2	Onsite Packaging and Transfer of Materials of National Security Interest	11/1/2010
DOEP450.4A	Integrated Safety Management Policy	1/18/2018 Chg. 1 (MinChg)
DOE-STD-1066-2023*	Fire Protection	6/9/2023
DOE-STD-1098-99	Radiological Control	7/1/1999
DOE-STD-1186-2016*	Specific Administrative Controls	12/16/2016
DOE-STD-1212-2025*	Explosive Safety	1/2/2025
DOE-STD-3013-2012	Stabilization, Packaging and Storage of Plutonium-Bearing Materials	3/1/2012
EM-QA-001	Environmental Management Quality Assurance Program	6/11/2012 Rev 1
EPA QA/R-5	Requirements for Quality Assurance Project Plans	3/30/2001
EPA/540/R-93/071	Data Quality Objectives	9/1/1993
EPA/SW-846	Test Methods For Evaluating Solid Waste	7/1/1992
FMDP - QARD	Fissile Materials Disposition Program - Quality Assurance Requirements Document	1/1/1999
IBC	International Building Code	---
ISO 9002	Quality System - Model for Quality Assurance Production and Installation	12/1/1994
NNSA NAP 401.1A	Weapon Quality Policy	2/2/2024 Admin Chg. 3
NNSA SD 226.1C	NNSA Site Governance	10/1/2019
NNSA SD 452.4-1*	Nuclear Enterprise Assurance	1/27/2022
PSLM-021606	Primary Standards Laboratory Memorandum	2/16/2006
Public Law 104-113	National Technology Transfer and Advancement Act of 1995	---
Public Law 108-375	National Defense Authorization Act for FY 2005	---

Directive	ES&H REQUIREMENTS Title	Date Issued /Rev.
Public Law 109-58	Energy Policy Act of 2005	8/8/2005
SC R.19-450	Permits for Construction in Navigable Waters	---
SC R.51	South Carolina Environmental Certification Board	---
SC R.61-101	Water Quality Certification	---
SC R.61-104	Hazardous Waste Management Locations Standards	---
SC R.61-105	Infectious Waste Management Regulations	---
SC R.61-107	Solid Waste Management	---
SC R.61-30	Environmental Protection Fees	---
SC R.61-56	Individual Sewage Treatment and Disposal Systems	---
SC R.61-58	State Primary Drinking Water Regulations	---
SC R.61-62	Air Pollution Control Regulations and Standards	---
SC R.61-67	Standards For Wastewater Facility Construction	---
SC R.61-68	Water Classifications and Standards	---
SC R.61-69	Classified Waters	---
SC R.61-71	Well Standards	---
SC R.61-79	Hazardous Waste Management Regulations	---
SC R.61-81	State Environmental Laboratory Certification Program	---
SC R.61-82	Proper Closeout of Wastewater Treatment Facilities	---
SC R.61-86.1	Standards of Performance for Asbestos Projects	---
SC R.61-87	Underground Injection Control Regulations	---
SC R.61-9	Water Pollution Control Permits	---
SC R.61-92	Underground Storage Tank Control Regulations	---
SC R.72-300	Standards for Stormwater Management and Sediment Reduction	---
SC-Code, Title 40	Engineers and Land Surveyors	---
SCR.61-25	Retail Food Establishments	---

Directive	NON ES&H REQUIREMENTS Title	Date Issued /Rev.
DOEM142.2-1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	6/27/2013 Admin Chg. 1
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board	6/15/2020
DOEO142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol With the International Atomic Energy Agency	6/27/2013 Chg. 1

Directive	NON ES&H REQUIREMENTS Title	Date Issued /Rev.
DOE O 142.3B	Unclassified Foreign National Access Program	3/2/2022 Chg. 1
DOEO144.1A	DOE Requirements for Consultation and Engagement with Federally Recognized Indian Tribes and Alaska Native Claims Settlement Act Corporations Pursuant to DOE P 144.1	10/7/2024
DOEO200.1A	Information Technology Management	8/11/2023 Chg. 2
DOEO205.D	Department of Energy Cyber Security Program	4/30/2024
DOEO206.1A	Department of Energy Privacy Program	11/1/2018 Chg.1
DOEO206.2	Identity, Credential, and Access Management (ICAM)	10/28/24 Chg 2 (LtdChg)
DOEO221.1B	Reporting Fraud, Waste, And Abuse to the Office of Inspector General	9/27/2016
DOEO221.2A	Cooperation with the Office of Inspector General	2/25/2008
DOEO227.1A	Independent Oversight Program	1/21/2020 Chg.1
DOEO241.1C	Scientific and Technical Information Management	10/28/2024
DOEO252.1A	Technical Standards Program	9/30/2024 Chg 2 (AdminChg)
DOEO350.1	Contractor Human Resource Management Programs	2/19/2020 Chg. 7
DOEO410.2	Management of Nuclear Materials	4/10/2014 Admin Chg. 1
DOEO411.2	Scientific Integrity	1/4/2017
DOEO412.1A	Work Authorization System	4/21/2005
DOEO413.2C	Laboratory Directed Research And Development	8/2/2018 Chg. 1 (MinChg)
DOEO413.3B	Program And Project Management for the Acquisition of Capital Assets	6/21/2023 Chg. 7 (LtdChg)
DOEO415.1	Information Technology Project Management	1/13/2017 Chg. 2
DOEO430.1C-NONESH	Real Property Asset Management	10/4/19 Chg. 1
DOE O 437.1A	Bridge and Tunnel Management	09/23/2024
DOEO440.2C	Aviation Management And Safety	3/21/2023 Chg. 3 (LtdChg)
DOEO452.3	Management of the Department of Energy Nuclear Weapons Complex	6/8/2005
DOEO452.7	Protection of Use Control Vulnerabilities and Designs	5/14/2010
DOEO452.8	Control of Nuclear Weapon Data	7/21/2011

Directive	NON ES&H REQUIREMENTS Title	Date Issued /Rev.
DOEO462.1	Import and Export Of Category 1 and 2 Radioactive Sources and Aggregated Quantities	7/10/2013 Chg. 1
DOEO470.1A	Safeguards and Security Program Operations Management	12/18/2024
DOEO470.3C	Design Basis Threat (DBT) Policy	2/23/2024 Chg. 2(LtdChg)
DOEO470.4C	Safeguards and Security Program	2/23/2024 Chg. 2 (LtdChg)
DOEO470.3C	Design Basis Threat (DBT) Policy	2/23/2024 Chg. 2(LtdChg)
DOEO470.4C	Safeguards and Security Planning	12/18/2024
DOEO470.5A*	Insider Threat Program	12/6/2024
DOEO470.6	Technical Security Program	1/11/2017 Chg. 1
DOEO471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	3/1/2010
DOEO471.3	Identifying and Protecting Official Use Only Information	1/13/2011 Chg. 1
DOEO471.5	Special Access Programs	3/29/2011
DOEO471.6*	Information Security	8/22/2023 Chg. 4
DOEO471.7*	Controlled Unclassified Information	2/3/2022
DOEO472.2A	Personnel Security	10/28/2024 Chg 1 (AdminChg)
DOE O 473.1A*	Physical Protection Program	8/30/2021
DOE O 473.2A	Protective Force Operations	8/30/2021
DOEO474.2A	Nuclear Material Control and Accountability	4/16/2024 Chg 1 (AdminChg)
DOEO475.1	Counterintelligence Program	12/10/2004
DOEO475.2B	Identifying Classified Information	10/3/2014
DOEO481.1E	Strategic Partnership Projects [Formerly Known as Work for Others (Non-Department of Energy Funded Work)]	12/13/2019 Chg.1 (LtdChg)
DOEO483.1B	DOE Cooperative Research and Development Agreements	10/28/2024 Chg. 3 (MinChg)
DOEO484.1	Reimbursable Work for Department of Homeland Security	10/28/2024 Chg. 4 (LtdChg)
DOEO486.1A	Foreign Government Sponsored or Affiliated Activities	9/4/2020
DOE O 520.1B	Financial Management and Chief Financial Officer Responsibilities	12/18/2024 Chg 2 (LtdChg)

Directive	NON ES&H REQUIREMENTS Title	Date Issued /Rev.
DOEO522.1A	Pricing of Departmental Materials and Services	8/2/2018
DOEO550.1	Official Travel	12/13/2019 Chg.1 (LtdChg)
DOEO544.1A*	Priorities and Allocations Program	1/29/2024
DOE P 482.2	Laboratory Technology Transfer Data Collection and Management	1/11/2021
IBP-401	NWC Infrastructure Business Practice, Product Definition Exchange Process	11/30/2006 A
IBP-404	NWC Infrastructure Business Practice, Engineering Authorization System	12/17/2003 B
NNSA DPBPS R002	DPBPS Management	1/1/2017 C
NNSA DPBPS R005	New Material and Stockpile Evaluation Program	1/1/2018 B4
NNSA DPBPS R006	Implement Phase 6.X Process	1/1/2018 D
NNSA DPBPS R013	Control Supply Chain	7/1/2017 A2
NNSA DPBPS R017	Anomaly Reporting and Investigation	7/1/2017 A5
NNSA DPBPS R019	Produce and Maintain	7/1/2017 A4
NNSA DPBPS R020	Phase 7 - Dismantlement	7/1/2017 A4
NNSA DPBPS R024	Atomic Energy Export, Import, and Disposition Process.	7/1/2018 A2
NNSA NAP 121.1A	Enterprise-Wide Strategic Planning	4/26/2021
NNSA NAP 14.1-D	NNSA Baseline Cyber Security Program	12/14/2012
NNSA NAP-220.1	Internal Affairs Program	6/19/2018
NNSA NAP-412.1A	Financial Integration	12/16/2024
NNSA NAP-530.1	Cost Allocation Optimization	5/26/2023
NNSA NAP-540.2	NNSA M&O Off-Site Extended Duty Assignments	11/22/2016
NNSAM56XB	NNSA Development and Production Manual	1/1/2017 2
NNSA RMI-R001	Product Realization	5/9/2016 C2
NNSA RMI-R003	Product Definition Control	4/1/2017 B3
NNSA RMI-R007	DSW Program Funding within PPBE Process	10/1/2016 A6
NNSA RMI-R008	Portfolio-Program-Project Management	6/21/2016 A5

Directive	NON ES&H REQUIREMENTS Title	Date Issued /Rev.
NNSA RMI-R009	Risk and Opportunity Management	10/1/2016 A6
NNSA RMI-R010	Enterprise Need To Know	4/1/2017 A6
NNSA RMI-R012	Requirements Engineering	10/1/2016 A8
NNSA SD 200.1	Information Resources Management	9/18/2024 (AdminChg 1)
NNSA SD 205.1*	Baseline Cybersecurity Program	07/07/2017
NNSA SD 206.1	Privacy Program	6/22/2018
NNSA SD 206.2*	Implementation of Personal Identity Verification for Uncleared Contractors	4/14/2018 Chg 1
NNSA SD 251.1C	Directives Management	12/16/2024
NNSA SD 413.3-7*	Project Management for Non-nuclear, Non-complex Capital Asset Acquisition	9/8/2023
NNSA SD 415.1	Project Oversight for Information Technology (PO-IT)	9/3/2014
NNSA SD 430.1	Real Property Asset Management	1/18/2017
NNSA SD 452.3-1A	Defense Programs Business Process System	2/25/2016
NNSA SD 452.3-2	Phase 6.X Process	1/19/2017
NNSA SD 470.4-2	Enterprise Safeguards and Security Planning and Analysis Program	6/23/2018
NNSA SD 470.6	Technical Security Program	2/25/2022
NNSA SD 471.6	Operations Security	12/9/2019
PRS21301	NWC Standard For Qualification Of Digital Radiographic Imaging Techniques	2/15/2007 B
SRSPM 250.1.1F	Savannah River Site Policy Manual	9/4/2018
TBP-000	NWC Technical Business Practice, Program Management	3/31/2014 F
TBP-200	NWC Technical Business Practice, Product Identification And Traceability	3/31/2014 F
TBP-201	NWC Technical Business Practice, Weapon Identification Systems And Marking Criteria	9/18/2006 D
TBP-402	NWC Technical Business Practice, Product Control	3/31/2014 G
TBP-404	NWC Technical Business Practice, Engineering Authorization System	3/31/2014 G
TBP-500	NWC Technical Business Practice, Records Management	10/2/2000 D
TBP-700	NWC Technical Business Practice, Product Acceptance and Control Of Nonconformance	10/1/2015 G
TBP-701	NWC Technical Business Practice, Acceptance Equipment Interfaces	3/31/2014 E

Directive	NON ES&H REQUIREMENTS Title	Date Issued /Rev.
TBP-702	NWC Technical Business Practice, Nonconforming Material	3/31/2014 G
TBP-703	NWC Technical Business Practice, Product Reprocessing And Reworking	6/1/2001 D
TBP-704	NWC Technical Business Practice, Evaluation And Disposition Of Discrepant Weapon Material	1/1/2016 F
TBP-800	NWC Technical Business Practice, Stockpile Management	7/1/2016 K
TBP-801	NWC Technical Business Practice, Laboratory And Flight Test Material	7/1/2016 G
TBP-804	NWC Technical Business Practice, Stockpile Support Material	10/1/2015 G
TBP-PRP	NWC Technical Business Practice, Product Realization Process	3/31/2014 F

Applicable NNSA and DOE Directives with Contingencies

Directive	REQUIREMENT TITLE	Date Issued /Rev.
DOE O 151.1E *	Comprehensive Emergency Management System	10/28/2024
DOE O 243.1C **	Records Management Program	02/07/2022
DOE-STD-1066-2023*	Fire Protection	06/09/2023
DOE-STD-1186-2016*	Specific Administrative Controls	12/2016
DOE-STD-1212-2025**	Explosive Safety	01/2025
NNSA SD 452-4-1**	Nuclear Enterprise Assurance	01/27/2022
DOE O 470.5A**	Insider Threat Program	12/06/2024
DOE O 471.6**	Information Security	08/22/2023
DOE O 471.7*	Controlled Unclassified Information	02/03/2022
DOE O 473.1A**	Physical Protection Program	08/30/2021
DOE O 544.1A*	Priorities and Allocations Program	01/29/2024
NNSA SD 205.1A**	Baseline Cybersecurity Program	09/24/2024

NNSA SD 206.2*	Implementation of Personal Identity Verification for Uncleared Contractors	04/14/2018
NNSA SD 413.3-7*	Project Management for Non-nuclear, Non-complex Capital Asset Acquisition	09/08/2023

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX F: SENSITIVE FOREIGN NATIONS CONTROL

In accordance with the clause in Section I entitled, DEAR 952.204-71 "Sensitive Foreign Nations Controls," this Attachment sets forth the requirements the contractor shall comply with under this contract. (Reference DOE Order 142.3, or superseding directives.)
Foreign National access to DOE sites, programs, information and technologies will be approved provided the access is needed to support the program objectives of DOE and/or objectives of U.S. national interests.

1. Definitions

Assignee – A foreign national who has been approved to access a DOE site, information, or technology for a period of more than 30 consecutive calendar days.

Foreign National – A person born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

Host – The DOE or DOE contractor employee responsible for the day-to-day activities associated with the visit or assignment.

Indices Checks – A procedure whereby a request is made to appropriate U. S. Government agencies to determine whether information exists on a particular foreign national.

Legal Permanent Resident (LPR) – One who has the right to reside permanently and work in the United States. An LPR may also be known as a permanent resident alien or Green Card holder.

Nonsensitive Country National – A foreign national who was born in, is a citizen of, is employed by, or represents a government, company, organization, or institution that is located in a country not on the Sensitive Countries List or the Terrorist Countries List.

Security Plan – A security plan is required to address specific site security concerns relating to foreign national visits or assignments.

Sensitive Countries List – A list of countries to which particular consideration is given for policy reasons during the DOE internal review and approval process for visits and assignments by foreign nationals. Countries may appear on the list for national security, nuclear nonproliferation, or terrorism support reasons. Those countries follow:

Algeria
Armenia
Azerbaijan
Belarus
China (People's Republic of China)
Cuba - Terrorist
Georgia
India
Iran - Terrorist
Iraq
Israel
Kazakhstan
North Korea (Democratic People's Republic of) - Terrorist
Kyrgyzstan
Libya - Terrorist
Moldavia
Pakistan
Russia
Sudan - Terrorist
Syria - Terrorist
Taiwan (Republic of China)
Tajikistan
Turkmenistan
Ukraine
Uzbekistan

Sensitive Visit/Assignment – A visit/assignment will be considered sensitive if:

- Sensitive Country (Citizen or Birth)
- Sensitive Subject/Sensitive Areas
- Secured Facilities (Limited Area, Protected Area, Material Access Area or Exclusion Area)
- Represent a company, business, organization or institute from countries identified as sensitive.

Sensitive Country National – A foreign national who was born in, is a citizen of, or is employed by a government, employer, institution or organization, of a sensitive country.

Visit – Access by a foreign national for 30 calendar days or less.

2. Prior Approvals Relating to Foreign Nationals

a. Foreign visits and assignments pertaining to DOE programs must be in accordance with DOE Order 142.3, or superseding directives and other DOE policies furnished in writing to the contractor. All visits and assignments must be approved in advance by the DOE Approval Authority.

b. Sensitive visits or assignment requests must be submitted 45 days in advance in order to allow time for an indices check to be completed.

c. Non-sensitive visits or assignment requests must be submitted 5 days in advance.

3. Reports Relating to Foreign Visits and Assignments

Host Report Requirements - To enable the approving official to evaluate the effectiveness of visits and assignments, and to assist in determining the desirability of future visits and assignments, host reports are required within 5 days of the completion of the visit or assignment.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX G: PERFORMANCE GUARANTEE AGREEMENT

The Performance Guarantee Agreement is required by the Section H provision entitled "Performance Guarantee."

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX H: RESERVED FOR POTENTIAL FUTURE USE (MOD 1116)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX I: GUIDANCE FOR PREPARATION OF EMPLOYEE CONCERNS PROGRAM (ECP) IMPLEMENTATION PLAN

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the ECP Plan elements. The Plan should include innovative strategies for identifying and resolving employee issues effectively at the lowest level possible in a timely manner. The Plan should address, at a minimum, the Contractor's approach for promoting openness in communication and resolving employee issues through (1) educational outreach and training, (2) an effective concerns processing system, (3) a thorough and independent investigation process, (4) tracking implementation of corrective actions, (5) timely response to concerned employees, (6) integration of the ECP into the Contractor's Integrated Safety Management System (ISMS), (7) proactive use of Alternative Dispute Resolution (ADR), (8) zero tolerance for reprisal for raising any issue, and (9) an effective self assessment and evaluation process.

Educational Outreach and Training

The Contractor Plan should outline or discuss any programs already provided, or which it intends to provide, which will educate their workforce and those of their subcontractors on their rights and responsibilities regarding reporting all types of issues to their management and/or the ECP, the avenues available to all employees for raising concerns, emphasizing the proactive use of ADR, and the Department's policy on zero tolerance for reprisal for raising issues.

Effective Concerns Processing System

The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for receiving and resolving employee concerns in accordance with DOE directives. The Plan should discuss overall perspectives on organizational location of the ECP function, staffing, establishment of procedures, and logistical considerations for the functioning of an effective ECP.

Thorough and Independent Investigation Process

The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for investigating employee concerns in accordance with DOE directives, including proposed methods for investigating concerns by ECP staff, as well as identifying the types of concerns referred or transferred to other organizations for investigation and resolution. The Plan should discuss the methods used to ensure the independence of the ECP and maintaining the integrity of the Program as an independent evaluation process. The Plan should also discuss the types and levels of expertise relative to the investigation process necessary to implement an effective ECP.

Tracking Implementation of Corrective Actions

The Contractor's Plan should discuss methods the Contractor is currently using or intends to use to document and track the implementation of corrective actions resulting from substantiated employee concern investigations, to include an evaluation of the effectiveness of the actions in resolving the concern and preventing future recurrence of the identified problems.

Timely Response to Concerned Employees

The Plan should describe the methods the Contractor is currently using or intends to use to provide effective feedback to the concerned employees throughout the process, as well as in providing a final closeout to the individual.

Integration of the ECP into the Integrated Safety Management System (ISMS)

The Plan should discuss the integration of the ECP as part of the Contractor's ISMS, specifically describing the Contractor's philosophy on how the ECP contributes to the effectiveness of the ISMS.

Proactive Use of Alternative Dispute Resolution (ADR)

The Contractor's Plan should discuss the Contractor's existing or planned processes for incorporating the proactive, early use of ADR methods, including mediation, into their efforts to resolve employee concerns, in accordance with DOE directives. The Plan should also discuss the types and levels of expertise relative to ADR necessary to implement ADR as part of an effective ECP.

Zero Tolerance for Reprisal for Raising Issues

The Plan should discuss the methods the Contractor is currently using or intends to use to communicate and enforce DOE directives regarding zero tolerance for reprisal for raising all types of issues. The Plan should discuss the processes established to implement the provisions of Title 10, Code of Federal Regulations, Part 708 (10CFR 708), *Contractor Employee Protection Program*, and the reprisal prohibitions under Title 10, Code of Federal Regulation, Part 820 (10CFR820), *Procedural Rules for DOE Nuclear Activities*. The Plan should include discussion of methods of training employees and supervisors on the provisions of 10CFR708 and 10CFR820, as well as proactively resolving formal complaints filed under 10CFR708. The Plan should also include discussion regarding how to address the implications of violations of 10CFR708 or 10CFR820 as it relates to the Price-Anderson Amendments Act of 1988 (PAAA).

Effective Self Assessment and Evaluation Process

The Contractor ECP Plan should discuss the methods the Contractor is currently using or intends to use to implement an effective self assessment and evaluation process, in accordance with DOE directives, including DOE Order 226.1, *Implementation of DOE Oversight Policy*. The Plan should include discussion on methods to conduct tracking and trending analysis on concerns received and resolved, as well as actions to report that information to senior Contractor management.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX J: GUIDANCE FOR PREPARATION OF EQUAL OPPORTUNITY PROGRAM

With regard to the clause in Section I entitled, FAR 52.222-26 “Equal Opportunity,” this Appendix provides guidance to assist the Contractor in understanding the Department’s expectations in the area of workforce equal employment opportunity and diversity.

In addition to Executive Order 11246 and DOE Order 311.1B, DOE-SR contractors and subcontractors will strive to meet DOE-SR's expectations to be model employers in the area of workforce equal employment opportunity and diversity, and to provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at DOE facilities, as specified in applicable State and Federal laws and regulations.

DOE-SR contractors and subcontrators must ensure that all its personnel actions are "made free" of any discrimination based on race, color, religion, sex, national origin, age, disabling condition, reprisal or sexual orientation and that each of its contractors and subcontractors has "an affirmative program of equal employment opportunity" for all employees and applicants for employment. To this end, the contractors must maintain the essential elements of a Model Equal Employment Opportunity (EEO) Program as follows:

- Demonstrated commitment from company leadership;
- Integration of EEO into the company's strategic mission;
- Management and program accountability;
- Proactive prevention of unlawful discrimination;
- Efficiency; and
- Responsiveness and legal compliance.

(a) Demonstrated Commitment from Contractor Leadership

(1) Contractor heads and other senior management officials are to demonstrate a firm commitment to equality of opportunity for all employees and applicants for employment. Even the best workplace policies and procedures will fail if they are not trusted, respected and vigorously enforced. The Contractor must translate equal opportunity into every day practice and make those principles a fundamental part of their company culture. This commitment to equal opportunity must be embraced by company leadership and communicated through the ranks from the top down. It is the responsibility of each company head to take such measures as may be necessary to incorporate the principles of equal employment opportunity into the company's organizational structure.

(2) To this end, the Contractor will adhere to all DOE policies governing EEO and a workplace free of discriminatory harassment.

(b) Integration of EEO into the Company's Strategic Mission

(1) Maintain a reporting structure that provides the company's EEO Director with regular access to the company head and other senior management officials for reporting on the effectiveness, efficiency and legal compliance of the company's equal employment opportunity and diversity programs.

(2) EEO Director be a direct report to the company head.

(3) Ensure EEO professionals are involved with, and consulted on, the management and deployment of human resources. The EEO Director should be a regular participant in senior staff meetings and regularly consulted on human resources issues.

(4) Allocate sufficient resources to create and/or maintain equal employment opporunity and diversity programs that: 1) identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, national origin, sex or disability; 2) establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance; and 3) ensure that unlawful discrimination in the workplace is promptly corrected and addressed.

(5) Attract, develop and retain EEO staff with the strategic competencies necessary to accomplish the company's EEO mission, and interface with company officials, managers and employees.

(6) Recruit, hire, develop and retain supervisors and managers who have effective managerial, communications and interpersonal skills. Provide managers and supervisors with appropriate classroom training and other resources to understand and successfully discharge their duties and responsibilities.

(7) Involve managers and employees in the implementation of the company's EEO and diversity programs.

(8) Use various media to distribute EEO information concerning EEO laws, regulations and requirements, rights, duties and responsibilities and to promote best workplace practices.

(c) Management and Program Accountability

(1) Conduct regular internal audits, on at least an annual basis, to assess the effectiveness and efficiency of EEO laws and regulations to ascertain whether the company has made a good faith effort to identify and remove barriers to equality of opportunity in the workplace.

(2) Establish procedures to prevent all forms of discrimination, including harassment, retaliation and failure to provide reasonable accommodation to qualified individuals with disabilities.

(3) Evaluate managers and supervisors on efforts to ensure equality of opportunity for all employees.

(4) Maintain clearly defined, well-communicated, consistently applied and fairly implemented personnel policies, selection and promotion procedures, evaluation procedures, rules of conduct and training systems.

(5) Review each finding of discrimination to determine the appropriateness of taking disciplinary action against company officials involved in the matter. Track these decisions and report trends, issues and problems to company leadership for appropriate action.

(d) Proactive Prevention of Unlawful Discrimination

Contractors must conduct a self-assessment on at least an annual basis to monitor progress, identify areas where barriers may operate to exclude certain groups and develop strategic plans to eliminate identified barriers.

(e) Efficiency

(1) Contractors must have an efficient and fair dispute resolution process and effective systems for evaluating the impact and effectiveness of their EEO programs.

(2) Maintain an efficient, fair, and impartial complaint resolution process.

(3) Establish and encourage the widespread use of a fair alternative dispute resolution (ADR) program that facilitates the early, effective, and efficient informal resolution of disputes.

(4) Establish an internal complaint process to include suspense date that has been approved by DOE-SR Develop a tracking and monitoring system that permits the company to identify the location, status, and length of time elapsed at each stage of the company's complaint process, the issues and the bases of the complaints, the aggrieved individuals/complainants, the involved management officials and other information necessary to analyze complaint activity and identify trends.

(5) Identify, monitor and report significant trends reflected in complaint processing activity monthly to DOE-SR. Analysis of data relating to the nature and disposition of EEO complaints can provide useful insight into the extent to which an company is meeting its obligations to EEO laws, regulations, executive orders and guidances.

(6) Maintain a system that collects and maintains accurate information on the race,

national origin, sex, and disability status of company employees.

(7) Maintain a system that tracks applicant flow data, which identifies applicants by race, national origin, sex, and disability status and the disposition of all applications.

(8) Maintain a tracking system of recruitment activities to permit analyses of these efforts in any examination of potential barriers to equality of opportunity.

(9) Identify and disseminate best workplace practices.

(f) Responsiveness and Legal Compliance

Ensure that they are in full compliance with the laws, regulations, guidance's, orders and other written instructions.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX K: SUPPLEMENTAL REQUIREMENTS TO LAWS, REGULATIONS, AND DOE DIRECTIVES

RESERVED

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX L: DISCRETIONARY MANAGEMENT POSITIONS

TO BE COMPLETED AFTER AWARD

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX M: GUIDANCE FOR PREPARATION OF THE TRANSITION PLAN

The successful Offeror shall submit a Transition Plan within one day after contract award that describes the process and details for providing an orderly transition during the contract's Transition Term as specified in the clause in Section F entitled "Term of Contract", and in accordance with the Transition Plan Requirements described in Item 1- Transition Plan Requirements, below.

Within 10 days of contract award, the successful Offeror shall provide an estimate of the costs to perform the transition activities specified in the Contractor's Transition Plan and in accordance with the instructions set forth in Item 2 - Transition Cost Proposal. Upon submission of the Transition Cost Proposal, the proposed Transition activities, schedule, and estimated costs will be finalized with the Contractor and approved by the Contracting Officer prior to commencement of the Transition Plan activities.

1. Transition Plan Requirements

The Contractor is responsible for performing due diligence to ensure that all the transition activities are identified, negotiated, and completed during the Transition Term. The Contractor shall perform those activities that are necessary to transition the work from the incumbent contractor in a manner that (1) assures that all work for which the contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources responsibilities and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the CO.

The purpose of this Transition Plan Requirements is to identify the major, high level, and minimum set of transition activities that are expected to be used to develop the Transition Plan and associated cost estimate of activities to be completed by the Contractor during the Transition Term. The objectives of the Transition Plan are to minimize the impacts on continuity of operations, identify key issues, and overcome barriers to transition.

After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. The plan shall include a narrative and an implementation schedule of all major transition activities, and address, as a minimum:

- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Identification of key transition issues and milestones;
- Approach to minimizing impacts on continuity of operations;

- Interface process among the Contractor, incumbent contractors, site tenants, and DOE;
- Development or modification of controlling agreements as required;
- Assumption of SR programs and projects;
- Assumption of all ES&H responsibilities, functions, and activities;
- Integration of work packages (direct and indirect) and budgets from incumbent contractors;
- Comprehensive human resource management as described in the provision in Section H entitled, "Employee Compensation: Pay and Benefits";
- Joint reconciliation of the incumbent contractor's property inventory as described in the provision in Section H entitled, "Government-Owned Property and Equipment";
- Implementation of existing or proposed management systems (e.g., Project Management, Integrated Safety Management, General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating);
- Dispute Resolution; and
- Identification and prioritization of issues after transition.

The Contractor's Transition Plan shall include a detailed staffing plan that shows the proposed labor hours by individual or labor category by major transition activity. The staffing plan shall include a brief narrative outlining the roles and responsibilities of the personnel assigned to manage and execute the Transition Plan, and the rationale for the selected skill mix and assumptions used to develop the proposed labor hour estimates. The staffing plan shall separately identify any significant transition related effort assumed to be provided by the incumbent or the government.

2. Transition Cost Proposal

The successful Offeror shall submit a Transition Cost estimate to the Contracting Officer for approval within 10 calendar days after contract award. The Transition Cost proposal shall include a summary by major cost element of the costs to perform the transition activities specified in the successful Offeror's Transition Plan and a narrative sufficient to explain the development and reasonableness of the proposed costs. Each cost element in (a) through (c) below shall be supported by a detailed exhibit or schedule that includes the following cost information, as applicable. Include all known or anticipated transition related costs in the Transition Cost proposal. Separately identify any significant transition related items that are provided at no cost from the Offeror, or assumed to be provided at no cost by the incumbent or the government. No fee shall be paid for transition activities.

Note: If a teaming arrangement is proposed, provide a cost summary of the total that clearly identifies by cost element, the portion of the cost proposal that pertains to each participant including subcontractors. In addition, each participant and each subcontractor must provide supporting cost information in the same format and level of detail as required of the Contractor under these cost instructions.

(a) Labor Hours and Rates: Consistent with the successful Offeror's proposed Transition Plan, provide a staffing summary showing the proposed labor hours for each major transition activity by individual or labor category and explain the basis for the labor hour estimates. Identify base (unburdened) labor rates for each key personnel, named individual, or by labor category, and the source of the labor rates (e.g., Forward Pricing Rate Agreement, bidding rates, current actual rates, average category rates, commitment letters, or salary surveys). Separately identify and explain any salary premiums applied to the base salaries. If any of the proposed labor rates deviate from the actual rates currently paid to the named employee, then identify and explain. If labor escalation is applied, identify the escalation factor(s) and show how the escalation is applied to the base labor rates to arrive at the proposed escalated rates.

(b) Indirect Rates and Costs: Show the proposed indirect rates for all applicable burdens and clearly demonstrate how the rates are applied to arrive at the proposed indirect costs. Identify the application base for each burden rate, and provide documentation regarding the basis for the proposed rates/factors (i.e., Government approved Forward Pricing Rate Agreement, bidding rates, budgets, trend analysis, historical experience, and/or relevant DCAA audits). Indirect costs, including allocable home office support costs, should be proposed in accordance with FAR Part 31, the Cost Accounting Standards, if applicable, and your current disclosed accounting practices and procedures. Note: For allocable Home Office costs incurred after the Transition period, refer to the clause in Section H entitled, "Home Office Expenses."

(c) Materials, Equipment, Subcontracts, and Other Direct Costs: Provide an exhibit that summarizes proposed materials, equipment, services, transition office space/lease costs, travel, and other direct cost items relating to the transition effort. Provide a schedule showing each travel destination, number of trips, number of travel days per employee, air fares, car rental, hotel, meals, and other miscellaneous travel costs. Travel expenses will be subject to applicable FAR limitations unless the corporate policy is less.

For all other direct costs, materials, equipment and services, show the proposed quantity, unit price, and extended amounts, and provide the basis of estimate and supporting documentation used to determine the proposed costs/prices.

Note: The cost of relocating Key Personnel, whether incurred during or after the transition period, is to be included as a Key Personnel cost and not as a Transition cost.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

APPENDIX N: SRS INTERFACE MANAGEMENT PLAN

Letter SRNS-U1000-2014-00273 approved by MPD-15-004

G-IMP-G-00001
Rev. 5
November 10, 2014

1.0 Executive Summary

The United States (U.S.) Department of Energy Savannah River Operations Office (DOE-SR) expects all contractors performing work at the Savannah River Site (SRS) to reach agreement on the exchange of services, interface boundaries, and responsibilities. Savannah River Nuclear Solutions, LLC (SRNS) is responsible in accordance with the provisions of its DOE-SR Management and Operating (M&O) contract to: (1) provide specified site landlord services to DOE-EM (Environmental Management), DOE-NNSA (National Nuclear Security Administration) other site contractors and tenants, engaged in activities on SRS; and (2) to develop a disciplined process to be used to coordinate the provision of site services provided by SRNS to other SRS contractors and tenants. This SRS Interface Management Plan (IMP) documents the disciplined process that will be used to identify and control SRNS interfaces, authorize and document the provision of site services, and resolve interface issues. This IMP contains:

- Process used to manage and control SRNS interfaces
- Roles and responsibilities for interface management at SRS
- Hierarchy and types of interface agreements used by SRNS
- Interface Approach
- Decision and issue resolution process

2.0 Introduction

2.1 Purpose of the SRS Interface Management Plan

The prime contracts between DOE-EM and DOE-NNSA, and their contractors are the controlling documents for specifying contractual scope. Interagency and Cooperative agreements are the controlling documents between DOE and other federal and state agencies. SRNS will develop and approve agreements with other parties where the business and/or operating relationship are not based on a contractual relationship. The purpose of the SRS IMP is to provide a structured and predictable process to be utilized by SRS contractors, federal agencies and tenants for interfacing with SRNS.

Any site contractor or tenant may use the defined interface management process as they define their interface arrangement with other site tenants or contractors but are not bound by this plan in those tenant to tenant arrangements.

2.2 Missions at SRS Supported by the IMP

SRS is dedicated to environmental management cleanup, developing and deploying technologies to support the cleanup mission, providing capability for supporting the enduring nuclear weapons stockpile, and processing and storing nuclear materials in support of U.S. nuclear non-proliferation efforts. The SRS IMP provides a disciplined approach to manage mission support by DOE-EM and DOE-NNSA contractors and federal agencies. Consistent with the Site Strategic Plan, the SRS IMP will also support future Environmental Stewardship, National Security, and Clean Energy initiatives and missions.

DOE's Office of Environmental Management (EM) is the landlord for the SRS, responsible for cleanup missions and the Savannah River National Laboratory (SRNL). The DOE-NNSA is responsible for supporting the nuclear weapons stockpile programs and nonproliferation activities on the Site. SRS mission areas include the following:

2.2.1 Environmental Management (EM) Closure Activities

EM closure activities include Soil and Water Remediation, Deactivation and Decommissioning, Solid Waste Management, and Nuclear Materials Management programs, projects, and facilities. SRS accepts surplus, non-pit plutonium, materials containing enriched uranium, and spent nuclear fuel from various locations. The materials will be, stabilized and dispositioned in H-Canyon, HB-Line, and future disposition facilities.

EM Liquid Waste activities include radioactive liquid waste receipt, treatment, storage, disposal, and closure programs, projects, and facilities. Activities include operation/closure of 49 underground waste storage tanks and associated evaporators and processing facilities in the F and H-Area Tank Farms, operation of the Defense Waste Processing Facility (DWPF) and Saltstone Facility, and construction and eventual operation of the Salt Waste Processing Facility (SWPF).

2.2.2 Savannah River National Laboratory (SRNL)

Savannah River National Laboratory puts science to work to create and deploy practical, high-value, cost-effective technology solutions. As the applied research and development laboratory at the U.S. Department of Energy's Savannah River Site (SRS), SRNL supports customers at SRS, throughout DOE, at other federal agencies, across the country and around the world. The Laboratory serves the nation in three major program areas: Environmental Management, National & Homeland Security, and Energy Security. In addition, DOE has designated SRNL

as the "corporate laboratory" for the DOE Office of Environmental Management. In this capacity, SRNL applies its unique expertise and applied technology capabilities to reduce technical uncertainties in order to assist sites across the DOE Complex in meeting cleanup requirements.

2.2.3 NNSA Activities

The DOE-NNSA Defense Programs mission at SRS includes providing operations and project oversight for the Tritium Facilities, and maintaining technical expertise in tritium operations, production, and engineering to support the national nuclear weapons stockpile. DOE-NNSA Nuclear Non-proliferation Programs include twofacilities in various stages of design and construction that will disposition surplus weapons-grade plutonium at SRS. The Mixed Oxide Fuel Fabrication Facility (MFFF) will process plutonium oxide to form mixed oxide fuel suitable for use in commercial power reactors rendering it unusable for nuclear weapons. The Waste Solidification Building (WSB) will treat the liquid waste streams generated by MFFF and prepare them for offsite or onsite disposal. The WSB project is currently nearing CD-4 and will be put into cold layup operations until the MFFF project is complete. DOE-NNSA also supports the Radiological Assistance Program Regional Aerial Measuring System within DOE Region 3, which encompasses the states of Alabama, Florida, Georgia, North Carolina, and South Carolina.

2.2.4 Landlord and Site Support Services

Extensive landlord and site support services are provided by DOE-EM and DOE-NNSA Prime Contractors to support the SRS missions, public benefit, and activities that are in the best interest of the government. They include:

1) Environmental, Safety & Health programs such as Nuclear, Occupational, Industrial, and Construction Safety;
2) Safeguards, Security, & Emergency Services;
3) Engineering and Construction programs such as design services and conduct of engineering;
4) Infrastructure Support activities such as operation of utility services and infrastructure maintenance;
5) Business Services such as planning, project controls, procurement, human resources, and information management;
6) Site Security;
7) Natural resources and forest products management;
8) Cultural resources management;
9) Basic and applied ecological research, education activities, and outreach efforts.

3.0 Process Used to Manage and Control Site Interfaces

Central to the management and control of site interfaces is the Interface Management Team (IMT).

The SRS IMT was chartered to oversee the establishment and maintenance of effective interfaces among SRS tenants. The IMT is chaired by SRNS and includes representatives from DOE-EM, DOE-NNSA, other Federal Agencies, and major site tenants. A current list of IMT members is maintained by SRNS on the Interface Management website.

Site level procedure 1B, 1.29, SRS Interface Agreement Development Process is utilized to facilitate the interface process for interfaces established after 7/1/2008. This procedure creates a consistent framework for developing interface agreements between the M&O Contractor and other SRS tenants.

SRNS realizes site interfaces will continue to evolve and change. The IMT and supporting procedure will help assure both current and new interfaces are handled in a predictable and efficient manner.

4.0 Roles and Responsibilities for Interface Management at SRS

SRNS – SRNS is responsible in accordance with its DOE-SR contract for providing specified landlord services to DOE-EM, DOE-NNSA, other site contractors and subcontractors, and site tenants and for providing a disciplined process for the exchange of site services. SRNS will develop and approve agreements with other Parties to document business and operating relationships. SRNS will organize and chair the SRS IMT for the benefit of all participants.

DOE-EM & DOE-NNSA – As the ultimate customers for all activities on the SRS site, DOE-EM and DOE-NNSA hold SRNS accountable for providing a disciplined process for the exchange of site services. DOE and NNSA will participate on and support the IMT.

Other SRS Prime Contractors/Tenants –SRS Prime Contractors provide services to DOE-EM, DOE-NNSA, and/or other site contractors and tenants in accordance with their prime contracts. They will enter into agreements with SRNS to document business and operating relationships, and will participate on and support the IMT. Each prime contractor will ensure the flow down of regulatory and contract requirements to their suppliers and subcontractors and will be responsible for any liability resulting from work performed by their suppliers and subcontractors in accordance with the provisions of their contracts.

Federal and State Agencies- Federal Agencies (USFS, US Army) and State Agencies (SREL) will operate in accordance with their interagency or cooperative agreement with DOE. They will enter into agreements with SRNS to obtain services as defined by their interagency/cooperative agreement. As major tenants on the site they will participate in the IMT.

Requesting Party - The Requesting Party requests work to be performed by SRNS, the Performing Party. The Requesting Party shall provide appropriate specifications, requirements, hazard information, quality assurance, technical, safety, schedule and environmental requirements for the work to be performed.
(Includes SRS Prime Contractors/Tenants and Federal/State Agencies)
Performing Party – The Performing Party performs work at the request of the Requesting Party in accordance with the process set out in this IMP. Whenever the Requesting Party's

requirements may conflict with or exceed the authorized scope of work of the Performing Party, the Performing Party shall consult with DOE-EM and/or DOE-NNSA, as appropriate, to determine proper work scope authorization methods and the path forward for proceeding.

Interface Management Team (IMT) – The IMT, chaired by the SRNS Site Interface Manager, is chartered to establish and maintain effective interfaces among SRS contractors, tenants and federal agencies. Standing membership will be offered to all SRS major prime contractors, tenants and federal agencies with ad hoc membership being offered to other SRS prime contractors in consultation with DOE-EM and DOE-NNSA, where appropriate. The charter is included in Site Level Procedures Manual 1-01, 6.48.

Parties- Parties as defined in this document include Federal/State Agencies, Site Contractors and Tenants.

5.0 Hierarchy and Types of Interface Agreements Used at SRS

The IMP provides a disciplined approach to documenting processes and agreements between SRNS and SRS contractors, tenants and external agencies. DOE Contract DE-AC09-08SR22470 specifies the Management and Operation (M&O) scope and services provided by SRNS to other site entities. A list of available services "Services Exchanged at SRS" is maintained by SRNS on the Interface Management website. The types of agreements utilized to exchange these services are as follows:

5.1 Memorandum of Agreement (MOA)

MOAs are the highest level agreements between SRNS and other Parties. An MOA shall be required whenever there is a need to define boundaries, exchange programs or landlord or support services, or cooperate in any way with other Parties. The MOA will describe the process SRNS and other Parties will use to define interfaces and develop mutual agreements to satisfy their respective DOE contracts/requirements.

MOAs are controlled documents that typically cover interfaces between SRNS and another Party. MOAs define programmatic interfaces such as integrated safety management, safety oversight, remote workers, and the flow-down of safety requirements to lower-tier subcontractors. They may also describe roles and responsibilities for emergency response, occurrence reporting, physical security, SRS access, law enforcement, property management, excess property disposition, pricing and payment for exchanged services, order of precedence, issue resolution, and agreement modification.

MOAs do not authorize work, provide work instruction, or provide funding. They do not replace or supersede laws and regulations, DOE Prime Contracts, or DOE Contracting Officer direction. MOAs are typically approved by the senior manager of each Party. DOE-EM and/or DOE-NNSA may request to review and concur with the MOAs.

Each Party shall appoint a single point of contact (POC) to coordinate the MOA. The MOA, and contact information for the POCs, will be maintained by the SRNS Interface Management Office available via the Interface Management Web Page.

The Parties to each MOA shall review the agreement within a period not to exceed two years and update it as necessary.

The suggested form and content of a MOA is defined in SRNS Procedure Manual 1B, Procedure 1.29, and SRS Interface Agreement Development Process.

Note: A MOA written prior to 7/1/2008 is not required to conform to the 1.29 process.

5.2 Functional Service Agreements (FSA)

Work performed within the MOA which is funded to the Performing Party from DOE, will be identified in Functional Service Agreements (FSAs) that describe work by functional area. The FSAs are individual documents which are referenced as Appendices to the MOA. FSAs shall be managed and controlled by the FSA POCs (or their functional designees). Consequently, FSAs may be revised, as mutually agreed upon by the FSA POCs (or their functional designees). The Parties to each FSA shall review the agreement within a period not to exceed two years and update it as necessary.

The FSA POCs will be responsible for coordinating all aspects of the FSA for their respective company, including approving and revising the FSA.

For FSA Support Services and Landlord Services, the individual FSA shall describe applicable interfaces and procedural requirements under which the respective work shall be performed.

The form, content and roles & responsibilities of development and management of an FSA are defined in SRNS Procedure Manual 1B, Procedure 1.29, and SRS Interface Agreement Development Process.

Note: Parties working to a MOA written prior to 7/1/2008 are not required to conform to the 1.29 process.

5.3 Service Level Agreements (SLA)

Service Level Agreements define the scope of work, performance requirements, and costs for work that is funded by the Requesting Party. Work is controlled and reported on at a SLA task level. SLAs will normally be written to authorize specific scopes. Funding is authorized via approval of the SLA by both parties.

The form, content and roles & responsibilities of development and management of SLAs are defined in SRNS Procedure Manual 1B, Procedure 1.29, and SRS Interface Agreement Development Process.

These documents are currently used with the SWPF, LW and Ameresco Biomass Facility

Note: Parties working to a MOA written prior to 7/1/2008 are not required to conform to the 1.29 process.

5.4 Work For Other Agreements

A formal agreement between the SRNS and a non-federal contractor or Federal Agency that contains a scope, schedule costs, provisions for advance payments, and terms and conditions under which work will be performed, which becomes an attachment to the DOE authorization for services.

The form, content and roles & responsibilities of development and management of WFOs are defined in SRNS Procedure Manual 1B, Procedure 1.13, “Work For Others”

5.5 Interface Control Documents (ICD)

ICDs typically define physical boundaries between two tenants. In some cases they have been utilized to define service support interfaces. ICDs are recommended for use on Projects where there are significant physical boundary interfaces that are not easily documented in an FSA interface boundary section.

These documents are currently used by the SWPF thru SRR, and MFFF projects.

5.6 Work Task Agreements (WTA)

WTAs define service scope, schedule, costs and any particular interface requirements. Approval of the WTA authorizes the performance of work.

WTAs are grandfathered for use by the MFFF project, in lieu of SLAs and FSAs.

5.7 Financial Position Paper (FPP)

FPPs define the financial approach to exchange of services between SRNS and other parties.

The FPPs, are individual documents which are referenced as Appendices to the MOA.

Note: For many tenants the FPP information has been integrated into the MOA.

6.0 Interface Approach

In executing its responsibilities to other SRS contractors and tenants SRNS will:

- Provide timely support services to other SRS tenants that meet agreed performance requirements
- Manage the Landlord Services scope for the SRS
- Use information supplied by other SRS tenants to plan and budget for any services requested
- Support other SRS tenants based on the availability of resources
- Coordinate and integrate SRNS services needed by other SRS tenants to ensure adherence to established schedules and baselines by all contractors

Other SRS contractors and tenants are responsible for cooperating in this process by:

- Identifying requirements and changes to requirements in a timely manner using site processes and procedures
- Negotiating in good faith with all parties to reach agreement on an MOA, on forecasting and supplying services, and documenting interfaces

Agreements with onsite contractors and tenant entities are available via the SRS Interface Management Web Page.

Key aspects of the SRS interface management structure/organization as envisioned by SRNS to effectively integrate the site are as follows:

- Oversight by the SRS Interface Management Team (IMT) chaired by the SRNS Site Interface Manager. Standing membership will include all SRS major prime contractors with ad hoc membership being offered to other SRS prime contractors in consultation with DOE-EM and DOE-NNSA, where appropriate.
- Membership is limited to senior personnel from the member contractors to ensure the highest visibility of issues and their timely resolution
- IMT proceedings focus on extensive cross-functional collaboration and customer involvement. Cooperation and achieving successful outcomes for all SRS contractors executing SRS work scope are the guiding principles.
- DOE-EM and DOE-NNSA retain open/standing IMT memberships to ensure site-wide issues or concerns, by either organization, can be quickly communicated and addressed by the IMT
- The IMT operates per its Charter which is available on the Interface Management Web Page
- The IMT focuses on two- way information flow through various multi-tenant topical focused teams and supports the SRS President's Forum that is chaired by DOE EM Manager and the M&O contractor President. The SRS President's Forum attendees include all SRS tenant Presidents or equivalents.

The services provided by SRNS to other site contractors and tenants are documented within each set of Interface Documents.

7.0 Decision and Issue Resolution Process

The Parties to interface agreements agree to resolve any interface issues as follows:

1. The Parties shall first attempt to resolve informally the issues at the lowest levels (i.e. at the POC, Service Providers, or Department Manager level) if possible.

2. If the Parties are not able to resolve the issue, the issue shall be documented and any applicable interface document will be cited. The documentation of the issue will be forwarded to the interface managers for each party. The interface managers and appropriate contractor personnel will meet within ten business days to resolve the issue.

3. If the Parties' Interface Managers are unable to resolve the issue, it shall be escalated to the Parties' respective presidents (or designated manager).

4. If the Parties' presidents are unable to resolve the issue, the Parties shall submit their respective statements of dispute to both Parties' DOE Contracting Officers. The Parties agree that their respective DOE Contracting Officers' determination shall be final.

In the event of any inconsistency, lack of clear direction, ambiguity, or other conflict between SRS contractors or site tenants, the following order of precedence shall apply:

(i) Laws and Regulations
(ii) Prime Contract
(iii) DOE Contracting Officer direction
(iv) MOA
(v) FSA, SLA, WTA, ICD, Financial Paper

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

APPENDIX O: ANNEX ON INFORMATION AND INTELLECTUAL PROPERTY UNDER THE AGREEMENT ON THE ESTABLISHMENT OF TH E ITER INTERNATIONAL FUSION ENERGY ORGANIZATION FOR THE JOINT IMPLEMENTATION OF THE ITER PROJECT

See the ITER Agreement in the Contract File (Modification 065)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

APPENDIX P: LIST OF CONTRACTING OFFICER REPRESENTATIVES (CORS)

(Mods 374, 427, 472 579, 692, 834, and 1019, 1087, 1130)

COR NAME	TYPE OF COR	AREA OF AUTHORITY	DATE OF DESIGNATION	COR'S DOE POSITION
EM				
Lewann M. Belton	Special Area COR	EM Cyber and Information Technology	02/02/2017	Director, Cyber and Information Technology Division
Anthony Robinson	Special Area COR	EM for Waste Disposition Projects Only	03/25/2009	Asst. Mgr. for Waste Disposition Project
Karen Morrow	Special Area COR	EM Infrastructure and Environmental Stewardship Project issues Only	6/2/2025	Director, Remediation, Deactivation and Decommissioning Division
Anthony Jordan	Special Area COR	SRNS Property Manager issues only	2/13/2023	Property Management Specialist
Bernice Jenkins	Special Area COR	EM Site Chief Counsel for legal issues only	10/16/2024	Chief Counsel
Stephen W. Stamper	Special Area COR	EM for Nuclear Material Stabilization Only	05/13/2022	Deputy Assistant Manager, Assistant Manager for Nuclear Materials Stabilization
NNSA				
J. Kevin Buchanan	Special Area COR NNSA Only	Surplus Plutonium Disposition Project; Tritium Finishing Facility Project, NNSA Only	03/08/2019	Federal Project Director, NNSA
John T. Catledge	Special Area COR NNSA Only	NNSA Surplus Plutonium Disposition Project and Savannah River Plutonium Processing Facility; NNSA Only	04/17/2024	Deputy Federal Project Director for Surplus Plutonium Disposition Project
Adam C. Daegorn	Special Area COR NNSA Only	Surplus Plutonium Disposition Project; NNSA Only	05/12/2025	Federal Project Director, NNSA
Jeffrey J. Galan	Special Area COR NNSA Only	NNSA Non-Proliferation Program NNSA Only	03/06/2024	NNSA, Program Manager Non-Proliferation Program
Chad W. Glines	Special Area COR NNSA Only	Administration of Financial Matters Provided under all NNSA M&O Contracts	01/16/2020	Deputy Directors, NA-MB 60
M. Roxanne Jump	Special Area COR NNSA Only	NNSA Only – NNSA SRFO	07/09/2009	NNSA SRFO Asst Manager Safeguards and Security

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

APPENDIX Q: ADVANCE AGREEMENT RELATED TO IMPACTS RESULTING FROM PARTIAL STOP WORK ORDER (NONPORTABLE WORK ONLY) ASSOCIATED WITH THE CORONAVIRUS EPIDEMIC IMPACTS AT SAVANNAH RIVER SITE (Mod 910, 965, 967, 1003)

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

CONTRACT NO. DE-AC09-08SR22470

Advance Agreement
Per FAR 31.109

Related to Impacts Resulting From
Partial Stop Work Order (nonportable work only) associated with COVID-19 epidemic impacts at the Department of Energy Savannah River Operations Office Management and Operating Contract

CO Letter CMD-20-122 (Rev 1)
Dated 04-03-2020

Savannah River Nuclear Solutions, LLC
Advance Agreement
COVID-19 Partial Stop Work Order

References:
1. CO letter dated March 24, 2020, CMD-20-122, Partial Stop Work Order (non-portable work only)
2. CO letter dated April 3, 2020, CMD-20-122 (Rev1), Partial Stop Work Order (non-portable work only) Transition to Essential Mission Critical Operations and Continuity Essential Personnel
3. CO letter dated March 24, 2020, CMD-20-123, Paid Time off Guidance
4. Office of Management and Budget, Executive Office of the President memo dated March 20, 2020

1.0 INTRODUCTION

As directed by References 1 and 2 and in compliance with References 2 and 3 and Prime Contract No. DE-AC09-08SR22470, the parties agree as set forth herein in accordance with FAR 31.109 regarding impacts resulting from the COVID-19 Pandemic. Savannah River Nuclear Solutions, LLC (herein after referred to as SRNS) shall maintain continuity of the current workforce, including subcontractors critical to the programs continuity as directed by Reference 1 during the COVID-19 pandemic period to ensure availability of critical skills for mission essential operations and continued state of readiness to minimize re-mobilization impacts.

This Agreement describes Cost Allowability for the impact resulting from the COVID-19 pandemic. It does not supersede SRNS Advance Understanding of Human Resources Costs regarding employee compensation for items including, but not limited to, employee benefits, disability and workers compensation. These temporary adjustments are necessary to provide protections and guidance intended by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), Section 3610.

2.0 PURPOSE

The purpose of this Advance Agreement is to establish bilateral agreement of the elements of cost that, when incurred in support of the references 1 and 2 partial Stop Work Orders, are reasonable, allocable, and allowable under the Contract, in accordance with FAR 31.109. This Agreement is subject to applicable provisions of the Prime Contract.

3.0 AGREEMENT

The parties agree that the purpose of this Advance Agreement on costs is to provide clarity, consistency, and stability during a time of national crisis. It is intended that this agreement capture costs that can be reasonably anticipated at this time as a result of the partial Stop Work Orders, to the extent that they can be determined at this time. It is recognized by the parties that this Advance Agreement may need to be amended due to the evolving nature of this situation. However, this Advance Agreement will not prohibit the payment by DOE of costs incurred by the Contractor that are not anticipated, or are in excess of those anticipated costs, provided they are otherwise reasonable, allowable and allocable in accordance with FAR Part 31.2 and DEAR Part 970.31.

This Advance Agreement will be executed by both parties and incorporated into the Contract. In accordance with FAR 52.242-15, the Contractor reserves its right to seek resulting adjustments in cost, fee, and schedule. This Advance Agreement is based upon FAR 52.242-15 and is not the result of the conditions described in DEAR 970-5223-1.

4.0 NO THIRD-PARTY BENEFICIARIES

This Advance Agreement is for the exclusive benefit and convenience of DOE and SRNS (SRNS). Nothing herein contained will be construed as conferring any right or benefit upon past, present or future employees of SRNS, or upon any third party.

5.0 PAY POLICIES FOR CONTRACTORS AND DESIGNATED SUBCONTRACTOR EMPLOYEES

Due to the issuance of Reference 1 and other associated partial stop work orders relating to the COVID-19 Pandemic, the following pay policies will apply consistent with the contents therein until SRNS receives Contracting Officer direction to return SRNS pay practices to those in place prior to the issuance of Reference 1 and other associated partial stop work orders related to the COVID-19 Pandemic:

SRNS employees:

1) Employees covered under the pay policies to include Weather and Safety Leave (WSL) will include limited service employees (LSEs), Craft and Corporate Reachback/Affiliates. WSL will be used to maintain continuity in the existing workforce and specifically to address non-portable work and idle time as intended by the CARES Act, Section 3610. Corporate Reachback and Affiliates must be assigned full time and physically working at SRS at the time of the partial Stop Work Order.

2) Employees required to work at the Department of Energy Savannah River Operations Office Management and Operating Contract to maintain mission essential operations will be paid in accordance with the current SRNS pay policies.

3) Employees eligible for full-time or part-time telework will be compensated in accordance with the SRNS Telework Policy as if they were working at their normal workstation. When project-related work is unavailable to teleworkers during all or a portion of the normal workday, time shall be charged to Weather Safety Leave.

4) Employees not eligible to telework due to their normal work not being portable to a telework arrangement will be compensated without loss of or reduction, will be charged to WSL, and will not exceed an average of 40 hours or their normal scheduled work week.

Designated Subcontractors and Designated Subcontractor employees:

Designated Subcontractors shall be identified as follows: SRNS, in consultation with the applicable DOE-SR Federal Project Director or Contracting Officer Representative, will establish if a SRNS scope is non-critical/non-mission essential or critical/mission essential. Subcontractors supporting the critical/mission essential scope shall be requested to remain in a state of readiness to resume full activities following direction from their respective SRNS subcontract administrator.

Subcontracts supporting those scopes deemed to be non-critical/non-mission essential will be directed to Stop Work. As a result of this temporary suspension of work, SRNS may incur additional allowable costs to resume these work activities. These additional costs are anticipated to be addressed through the appropriate terms of the applicable subcontract(s).

Designated Subcontractor employees are those subcontractor employees who were assigned full time and physically working at SRS as part of a staff augmentation, support service or basic ordering agreement type contract at the time of the partial Stop Work Order and part of

a critical/mission essential subcontract.

All Designated Subcontractor employees will be paid, by their employer, in accordance with the current subcontract pay policies as noted below.

1) Designated Subcontractor employees required to work at the Department of Energy Savannah River Operations Office Management and Operating Contract to maintain essential mission critical operations will be paid, by their employer, in accordance with the current Subcontract Terms and Conditions.

2) Designated Subcontractor employees eligible for full-time or part-time telework will be compensated, by their employer, as if they were working at their normal workstation and schedule. In the event project related work is unavailable during all or a portion of their normal workday, time will be charged to WSL. Designated Subcontractors will invoice SRNS for all telework and the above COVID-19 related hours as worktime. SRNS will continue timely invoice payment during this partial Stop Work Order.

3) Designated Subcontractor employees not eligible to telework due to the nature of their position will be compensated by their employer. This time shall be charged to WSL. Designated Subcontractors will invoice SRNS these hours in accordance with the requirements of the CARES Act, Section 3610. SRNS will continue timely invoice payment during this partial Stop Work Order.

4) Designated Subcontractor employees, primarily those operating under contracts for Staff Augmentation (Staff Aug), are expected to maximize telework to the extent practical, like SRNS employees. Designated Subcontractors will be issued changes to the appropriate contractual vehicle to authorize them to invoice impacted employees for idle time under a Stop Work change order in accordance with the CARES Act, Section 3610. When project-related work is unavailable to these Designated Subcontractor employees during all or a portion of the normal workday, time shall be charged to WSL. Designated Subcontractors will invoice SRNS for all telework and the above COVID-19 related hours in accordance with the CARES Act, Section 3610. SRNS will continue timely invoice payment during this partial Stop Work Order.

5) Excluded from the above approach are select fixed price and/or similarly contracted Designated Subcontractors. Such excluded Designated Subcontractors will communicate to employees that any idle workers (i) will be reimbursed for idle time in accordance with the CARES Act, Section 3610, (ii) will remain in a mobile ready state, and (iii) should not also receive reimbursement from another Federal or State funding source (e.g., unemployment, other Federal agency, etc.). The costs associated with maintaining this state of readiness will be addressed through the appropriate terms of the applicable subcontract(s).

COMMUNITY COMMITMENT

In accordance with Contract Section I.149, DEAR 970.5226-3, Community Commitment, if requested, SRNS will provide all available government property to support state and local government needs relative to the COVID-19 Pandemic. SRNS may also make individual employees available to work with or for governmental, quasi-governmental, and other

organizations in the Central Savannah River Area toward achieving civic needs. SRNS will not distribute Personal Protective Equipment (PPE) without approval of the DOE PPE Coordination Team.

ADDITIONAL COST ALLOWABILITY CONSIDERATIONS

a) SRNS will continue normal charging practices in accordance with its disclosed accounting practices.

SRNS established charging mechanisms to allow segregation and reporting of incremental costs associated with the COVID-19 pandemic. In accordance with its disclosed accounting practices, costs associated with COVID-19 will be charged to the Prime Contract against the appropriate B&R if deemed direct and against the appropriate indirect pool if deemed indirect (i.e. cost will benefit multiple cost objectives). These costs are segregated in a manner that allow costs to be captured in the event future direction is received. SRNS will account for cost in accordance with its disclosed accounting practices, unless otherwise directed by the Contracting Officer. While SRNS will make a reasonable effort to segregate costs associated with COVID-19, SRNS may determine costs incurred, due to a reprioritization of resources which do not result in incremental costs, are not administratively feasible to segregate.

b) Prime Contract will invoice in accordance with its disclosed accounting practices.

Costs incurred, which are associated with COVID-19, will be paid via letter of credit in accordance with its disclosed accounting practices.

c) SRNS will make best efforts where administratively feasible to distinguish between general costs of COVID-19 pandemic and incremental partial Stop Work Order costs.

SRNS will put forth its best effort, when administratively reasonable, to segregate incremental costs associated with COVID-19 including those associated with the partial stop work order. This segregation will include the delineation of incremental costs specific to the partial Stop Work Order versus general COVID-19 incremental costs not incurred directly as a result of the partial Stop Work Order.

d) SRNS burn rate will be similar to past three (3) months.

Initial analysis indicates the overall cost incurred will remain fairly consistent as we progress through the COVID-19 partial Stop Work Order. SRNS expects decreases due to the partial Stop Work Order to be offset by incremental COVID-19 related expenses. Similarly, labor cost will shift from on-site work to telework and Weather & Safety Leave categories.

e) Monthly GSA/Leased vehicles and rental equipment will not meet utilization targets.

Due to scope reductions and maximizing telework, leases and rental will not meet previously agreed to utilization rates expected during full operations. While usage will not satisfy justifications originally assumed when the initial decision was made to acquire the property, it may not be worthwhile to pay early termination and costs associated with reacquiring the equipment. The DOE-SR Asset Management Team provided written confirmation that a temporary waiver to relieve SRNS of the 94% utilization goal has been granted. Due to this uncertain period, costs associated with these types of expenses should be considered reasonable and allowable. This decreased utilization will not adversely impact any subjective assessments or audits.

f) Incremental health care costs may increase.

Future health costs may increase as a result of this disruption to the medical supply chain, corollary medical needs participants may incur, or increased actual costs in the event the COVID-

19 outbreak affects SRS population in the future. SRNS is unable to quantify a potential impact at this time but anticipates health care costs will increase compared to current forecasts.

g) Potential for increased payroll taxes and other government assessments.

Without knowledge of how the US Government might distribute the burden of this global pandemic, it is possible payroll or other taxes and assessments may change in the future. Tax and assessment related costs normally covered under the Contract may increase and should be considered reasonable and allowable.

h) SRNS and Subcontractor Telework employees will charge some time to WSL.

Per letter SRNS-F2000-2020-00102, SRNS developed guidelines to be consistent with the DOE direction to maintain mission essential work, maximize telework, and limit WSL (WSL) to employees not able to telework or not needed to support the approved Situational Essential work scope. To gain maximum value from the workforce, employees whose work assignments cannot support fulltime teleworking or are not needed full time to support mission essential operations, are eligible for WSL for hours where productive work is not available. A table summarizing the various employee situations is below:

Employee Situation	**On-Site**	**Off-site**	**Non-worked hours**
Full time Essential	Speedchart for work performed	PTO	PTO
Part-time Essential; No Telework	Speedchart for work performed	WSL	WSL
Full/part time telework	Speedchart for work performed	Speedchart for work performed	WSL/PTO
No telework	Speedchart for work performed	WSL	WSL
Sent home by medical	N/A	Speedchart for work performed if telework available	WSL

i) SRNS may incur cancellation fees for business travel.

Costs associated with changing or cancelling business travel (to include but not limited to hotel cancellations fees, air travel change fees/cancellation fees, rental car cancellation fees, etc.) due to COVID-19 impacts would be allowable provided the original trip was allowable.

j) SRNS will be reimbursed for retroactive costs from March 9, 2020 related to COVID-19.

Per letter SRNS-F2000-2020-00101, SRNS requested DOE approval to transfer certain hours incurred by SRNS employees who were directed to quarantine due to COVID-19 circumstances by the SRNS Medical Director prior to the receipt of Contracting Officer letter CMD-20-123. SRNS employees were directed to quarantine and not report to work in accordance with DOE travel guidance provided by the Contracting Officer on March 9, 2020 based upon the medical diagnosis of illness symptoms, close contact with a symptomatic individual, or recent travel elevating the risk of exposure. SRNS will move the hours to WSL and return hours or lost wages to the employees.

k) SRNS will incur increased Information and Technology (IT) cost to enable telework for site personnel.

With the direction to maximize telework, additional hardware, software and IT services are required to enhance Citrix, VPN capability, teleconference, video conference and mobility in general:

1) Additional software license and maintenance costs include but are not limited to AnyConnect (VPN), Webex, and Airwatch, Symantec Endpoint Encryption, Teleconference System Seats, RSA SecurID Tokens, and Web Application Firewalls that are part of the SRS mobility delivery architecture.
2) Additional hardware is required including laptops, VPN and Citrix infrastructure. Additional ASA Appliances for the VPN Cluster will be procured. Hard and Soft SecurID tokens are required along with Citrix Host Servers and Software. Additional costs are incurred for the Barracuda Web Application Firewall 660 and ASA Appliances to support the unique Centerra requirements for VPN connectivity.
3) Incremental services are required to support increased teleconference demands placed on site telephone connectivity and incremental service labor to support the exponential increase in distribution of tokens and accounts associated with enhanced telework. Telephone connectivity required enhancement by purchasing additional PRI services.

SRNS will respond to direction from DOE-SR CIO for resources to support SRS missions. These costs are segregated in a manner that allow costs to be captured in the event future direction is received. SRNS will account for cost in accordance with SRNS's disclosed accounting practices unless otherwise directed by the Contracting Officer. A BCP will be submitted for approval.

Relief from select cyber security requirements was requested, discussed and agreed to with DOE SR through the formal cyber risk acceptance mechanism on site. This includes modifications to expiring system passwords policy and other potential exceptions.

l) SRNS inventory will incur additional cost to support supplies and services unique to COVID-19.

Supply Chain Management is procuring greater quantities of Stores items and items not normally maintained in inventory. This is in response to RAM Level 1 and 2 needs as defined in the Savannah River Site Continuity of Operations Plan (COOP) SCD-13 Annex-A, Infectious Disease Plan. These costs also include items identified in the Sequestered Personnel Housing Plan for habitation of personnel required to remain on-site during the pandemic. Additional labor is required to support the procurement, receipt, processing, and delivery of the additional supplies being utilized.
The cost of materials and supplies will be direct costs if purchased for a facility or costed to the Inventory Account for those items maintained in Stores for further distribution. These procurements have significant impact to the Inventory account funded through PBS-13 upon initial purchase. As facilities draw items from Inventory, the respective PBS will be charged, but items remaining in inventory will impact PBS-13 funding. The materials and supplies purchased for COVID-19 is separately reported and presented through the BCP process for approval.

m) SRNS will incur additional Supply Chain costs for freight and delivery.

Market intelligence indicates carriers are invoking Force Majeure clauses to renegotiate terms due to disruptions caused by COVID-19. These costs cannot be projected but are critical to timely delivery of essential supplies. SRNS anticipates increases in freight, expedited delivery, and may

incur additional costs to secure sources of supply through non-refundable deposits, premiums, and firm commitments. The Contractor will be reimbursed for these costs.

n) Craft employees will charge to WSL without modifying Site Alliance Agreement.

Based on Contracting Officer direction, such as that provided on March 24, 2020 (DOE-SR), March 25, 2020 (NNSA SRFO), and April 3, 2020 (DOE-SR), and SRNS work scope, SRNS has directed certain craft employees not to report to work at SRS. In accordance with the requirements of such Contracting Officer direction, SRNS is striving "to maintain continuity and resiliency [of the SRNS] workforce during the COVID-19 epidemic period to ensure the availability of critical skills, ensure a mobile ready state, and minimize re-mobilization impacts." Craft employees are critical to SRNS operations, and, absent pay from SRNS, will likely pursue and obtain employment elsewhere to replace lost income.

Pursuant to DOE and NNSA direction to maintain a ready workforce, SRNS will compensate, via WSL (WSL), its craft employees directed to remain offsite during the COVID-19 pandemic. Such WSL costs shall be tracked by separate charge code, and SRNS will comply with related Contracting Officer direction, including having "policies and procedures in place to ensure the [craft] employees do not receive both unemployment compensation and COVID-19 paid time off."

Based on assessment, offering these benefits without negotiating a change to the Site Alliance Agreement is in the US Government's best interest.

o) SRNS may incur cost for Fines and Penalties directly resulting from COVID-19 circumstances.

1) SRNS has various DOE/NNSA approved plans, such as under DOE Order 150.1A (continuity programs), to account for certain disruptions and events. Even optimal plans may be unable to fully compensate for temporary trained workforce, unavailability, and/or losses in the environmental, health and safety, and transportation fields due to an SRS worker experiencing COVID-19 infection and/or quarantine. To address these concerns, SRNS is using reasonable efforts to collaborate with other SRS Prime Contractors, the DOE, and NNSA to negotiate with outside agencies such as South Carolina Department of Health and Environmental Control (SCDHEC) and Environmental Protection Agency (EPA) many compliance concerns. COVID-19 related temporary workforce disruptions may impact compliance with health, safety, and transportation regulations at the national, state, and local levels (e.g., frequency of environmental sampling).

Given the potential compliance concerns and risk that relief from all requirements may not be granted in a timely manner or at all, SRNS respectfully requests a temporary class deviation of FAR 31.205-47 to treat the "imposition of a monetary penalty, or an order issued by the agency head to the contractor or subcontractor to take corrective action under 41 U.S.C. 4712 or 10 U.S.C. 2409, where the proceeding does not involve an allegation of fraud or similar misconduct" as an allowable cost under the SRNS Prime Contract, with the following conditions:

a) The temporary class deviation is limited to environmental, health and safety, and transportation requirements applicable to SRNS and/or SRNS subcontractors working on the SRS.
b) SRNS must disclose the noncompliance concern to the Contracting Officer as soon as practicable.

c) Despite using reasonable efforts, SRNS, other SRS Prime Contractors, DOE, and/or NNSA was/were unable to obtain relief from the regulatory authority relating to the requirement disclosed to the Contracting Officer in accordance with item b, above.
d) Alleged SRNS noncompliance with such environmental, health and safety, and/or transportation requirement(s) is based on trained workforce unavailability and/or losses due to COVID-19 infection and/or quarantine.

2) As with 1), above, it is possible that SRNS may be unable to comply with DOE orders and/or directives and/or NNSA Policy Documents based on temporary trained workforce unavailability and/or losses due to SRS worker COVID-19 infection and/or quarantine. SRNS is working with the DOE and the NNSA to mitigate compliance concerns and prioritize efforts to ensure the SRS is safe for SRS workers and surrounding communities. Costs associated with these efforts are being segregated and shall not be unallowable absent other justification (e.g., waste, fraud, or abuse).

p) SRNS may incur costs defending legal and other proceedings against SRNS or supporting DOE and/or NNSA in legal and other proceedings based on COVID-19 response(s).

Given the severity and breadth of the COVID-19 pandemic and actions to protect the public health, SRNS, DOE, and NNSA may face legal challenges based on COVID-19 related actions or inactions. SRNS is using reasonable efforts to implement thoughtful COVID-19 plans in alignment with Contracting Officer direction. To the extent that such plans are disclosed to the Contracting Officer, e.g., pursuant to the SRNS response to the DOE March 23, 2020 letter, SRNS compliance with disclosed COVID-19 plans shall not, alone, serve as a basis for the disallowance of SRNS costs. All other requirements concerning the allowability of costs relating to legal and other proceedings shall remain in effect, including, but not limited to, 10 CFR Part 719, FAR Part 31.2, and DEAR Part 970.31.

q) SRNS will maintain opportunity to earn 100% of available fee.

It is expected that the postures of Situational Essential and Continuity Essential will result in a loss of operational efficiency and will impact Performance Based Incentives, Work Authorization Execution Plans (WAEPs), and contract milestone deliverables. A good faith effort will be made between both parties to negotiate reasonable deliverables considering reduced schedules within the fiscal year to provide opportunity for SRNS to achieve 100% of available fee.

r) SRNS will receive future consideration during audit for process impacts due to COVID-19 circumstances.

Through reasonable efforts, SRNS will maintain adherence to policy, procedures, and standard work practices; however, maximized telework will result in loss of operational efficiency. This loss of efficiency may impact process compliance. SRNS will receive consideration for activities during this COVID-19 period.

s) SRNS may incur other associated costs due to COVID-19 circumstances.

Other costs deemed to be reasonable, allocable and allowable incurred as a result of the COVID-19 pandemic include; cleaning/ sanitization costs, maintaining general stores inventory of pandemic-related items (Mod 1003), labor and other costs incurred by the Infectious Disease Response Team which is responsible for monitoring the COVID-19 pandemic both onsite and offsite as well as supporting the COVID-19 Response Plan, demobilization and mobilization of idle facilities, and overtime. SRNS will make reasonable efforts, where administratively

reasonable, to segregate these costs for reporting purposes.

t) Vaccination for COVID-19

In accordance with public policy, and the general allowability of costs for health clinics at Federal Acquisition Regulation section 31.205-13, it has been determined that it is reasonable for SRNS to grant their personnel and subcontractors who are working on site or on telework up to 8 hours administrative leave per dose to get vaccinated for COVID-19. The leave shall be coded consistent with the SRNS and its subcontractors current Human Resource system and practices. SRNS and their subcontractor personnel who are currently on leave under the special leave authority in CARES Act section 3610 may not be granted additional leave for this purpose. They may receive the vaccine while on their paid "stand by" status. SRNS and its subcontractors that receive vaccinations on site, are not entitled to 8 hours additional administrative leave. This vaccine guidance is effective January 21, 2021.

u) Allowability of On-Site ~~Rapid~~ Testing

SRNS costs associated with administering on-site rapid testing for COVID-19 are allowable costs. The use of on-site rapid testing provides benefits such as: reduced time for results, availability to test on-site, aids site facilities in ensuring minimum safe staffing levels are/can be maintained, enables proactive management of potential COVID exposures to ensure success in the execution of site missions and reinforces our effort to keep our workforce healthy and COVID-free. Additionally, this on-site testing allows for employees with approved medical or religious exemptions to the vaccine mandate to comply with the additional testing requirements for non-vaccinated employees. Any time for employees or subcontractors required to complete testing is allowable cost. (Mod 1003)

v) Allowability of support cost for administering on-site COVID-19 vaccinations

All costs associated with scheduling, administering, and reporting on-site vaccinations for COVID-19 are allowable costs. The incremental labor and material cost for administering vaccinations includes but is not limited to the following: paid labor for nurses and support personnel, signage, port-o-lets, tents, chairs, heaters, and other logistical functions.

w) Paid Leave for Family Members' COVID-19 Vaccinations (Mod 1003)

In accordance with public policy, and the general allowability of costs for health clinics at Federal Acquisition Regulation (FAR) section 31.205-13, it has been determined that it is reasonable for Savannah River Nuclear Solutions (SRNS) to grant their personnel and subcontractors who are working on site or on telework up to 4 hours administrative leave per dose to accompany a family member receiving the COVID-19 vaccine. The leave shall be coded consistent with the (SRNS) and its subcontractors current Human Resource system and practices. SRNS and their subcontractor personnel who are currently on leave under the special leave authority in CARES Act section 3610 may not be granted additional leave for this purpose. They may accompany a family member while on their paid "stand by" status. SRNS should use the definition of family member that is consistent with its policies, applicable law, and its contract. This vaccine guidance is effective August 25, 2021.

x) Administrative Leave for Idle Time (Mod 1003)

After the special leave authority at CARES Act section 3610 expires, any restrictions regarding use for such authority will also apply to any administrative time agreed to for the purpose of maintaining an employee under idle time because their work is not portable and they are unable to perform their work at their normal worksite due to local COVID conditions and restrictions

y) Contractor Health and Safety Decisions Related to COVID-19 Vaccinations (Mod 1003)

Vaccines are proven to be highly effective in protecting against severe disease and death from COVID-19 and known variants of the virus, including the Delta variant. To that end, the Department has strongly encouraged its employees and SRNS employees and its subcontractors to get vaccinated. DOE also strongly supports SRNS if it decides to mandate that its employees and its subcontractors receive COVID-19 vaccinations.

z) Attestation Process (Mod 1003)

Contractor and subcontractor employees who perform work in a Federal government owned or leased facility (pre-COVID), are embedded with DOE staff, who are not employed by or a subcontractor to a M&O or Major Site and Facility Contractor, and are employees of a support service contractor must complete attestation forms available at https://myenergy.servicenowservices.com/myenergy/ by September 10, 2021. This information is required to implement approved health and safety protocols in the DOE workplace. M&Os and Major Site and Facility contractors are not required to use the DOE form for attestation. However, they must have a system in place to ensure all employees and subcontractor employees working on a DOE site/facility have attested to the truthfulness of their vaccination status as fully vaccinated, not yet fully vaccinated, unvaccinated, or decline to respond. Additionally, since the data is maintained by the contractor, they must report the number and percentage of contractor and subcontractor employees that have been fully vaccinated to DOE upon request.

Contractor and subcontractor employees who are unvaccinated or decline to attest to their vaccination status will be treated as unvaccinated for the purpose of DOE safety protocols. Such employees will be required to participate in a contractor directed testing program for COVID-19 and will be tested at least weekly. The contractor shall flow-down this requirement for all applicable subcontractor tiers.

aa) Cost Allowability (Mod 1003)

In support of this policy and the express policy supporting contractor decisions to mandate vaccinations of its workforce, the costs of contractor efforts to improve public health conditions on EM sites are allowable in keeping with the general allowability of costs for health clinics at FAR 31.205-13 and the terms and conditions of the contract. Such allowable costs may include the costs of SRNS and its subcontractors employee's vaccination; testing; time off to get vaccinated; or costs for employee engagement and communications. In addition, the Department recognizes that SRNS may assume some increased costs and litigation risk in taking actions that it determines it needs to take to protect its workforce. Costs associated with potential litigation risk due to SRNS mandating that its employees and its subcontractors receive the COVID-19 vaccine would also be allowable subject to the terms and conditions of its contract, FAR 31.205-47, and applicable law. This guidance is effective August 27, 2021.

ab) Continued Need to Segregate COVID Related Costs (Mod 1003)

Please segregate the costs for testing, attestation, and other costs related to vaccinations within your accounting system using Change Order Accounting practices. Additionally, ensure that your invoices assign the COVID charge code to any request for reimbursement of such costs on an invoice.

ac) Effective Bargaining (Mod 1003)

Note that, when there is a Safety & Health clause in the contractor collective bargaining agreements, the contractors may still need to engage in "Effects Bargaining" with the unions to discuss the effects of implementing a vaccination mandate program with the Unions such as: the effective date of the mandate, any applicable new rules, how disciplinary policy will be applied, etc.

APPENDIX R: CONSTRUCTION WAGE DETERMINATION (Mod 1125, 1138)

See Wage Determination SC20250002, modification 2, dated October 3, 2025 (Mod 1138) which is applicable to covered work beginning October 6, 2025.

Prior applicable wage determinations: (Mod 1125, 1138)

1. For the period of October 1, 2022, through September 30, 2023, SC20220002, modification 2, dated 9/30/2022 is the applicable wage determination.
2. For the period of October 1, 2023, through September 30, 2024, SC20230002, modification 1, dated 9/1/2023 is the applicable wage determination.
3. For the period of October 1, 2024, through October 5, 2025, SC20240002, modification 1, dated 9/20/24 is the applicable wage determination.

APPENDIX S: PERFORMANCE EVALUATION MEASUREMENT PLANS AND CAPITAL CONSTRUCTION PROJECTS NNSA LINE-ITEM PROJECT FEE PLAN FOR FISCAL YEAR 2026 (Mod 1145)

See the following documents:

1. Fiscal Year 2026 (FY26) DOE/NNSA Strategic Performance Evaluation Measurement Plan (bilaterally signed by SRNS and NNSA on August 11-13, 2025).
2. FY26 Department of Energy (DOE) Savannah River Operations Office (SROO) Performance Evaluation Measurement Plan, Revision 0.
3. FY26 NNSA Line-Item Construction Project Award Fee Plan (bilaterally signed by SRNS and NNSA on January 14-15, 2026).

Modification Log and Contract Ltrs. Changing Contract
Contract No. DE-AC09-08SR22470

Modification No.	Effective Date	Description
M001	**06/16/08**	**Obligation of Funds Changes to Sections B, C, D, E, F, G, H, I, J**
A002	06/19/08	Obligation of Funds
A003	07/03/08	Obligation of Funds
A004	07/29/08	Obligation of Funds
A005	07/31/08	Obligation of Funds
A006	08/21/08	Obligation of Funds
A007	08/22/08	Obligation of Funds
A008	08/28/08	Obligation of Funds
A009	09/17/08	Obligation of Funds
A010	09/26/08	Obligation of Funds
A011	09/30/08	Obligation of Funds
A012	10/29/08	Obligation of Funds
A013	11/24/08	Obligation of Funds
A014	12/19/08	Obligation of Funds and **Mutual Agreement to add IT and Medical SOW**
M015	**01/30/09**	**Mutual Agreement/Fixed Fee**
A016	01/30/09	Obligation of Funds
M017	**02/27/09**	**Mutual Agreement – PEMP**
A018	02/25/09	Obligation of Funds
A019	03/20/09	Obligation of Funds
A020	03/25/09	Obligation of Funds – **Sole purpose to add funding to MEPP**
A021		Reserved
M022	**03/30/09**	**Adds H-60 Certification of Contractor's Earned Value Management System**
A023	03/30/09	Obligation of Funds & **Revise Section C to include Transportation & Mechanical Services work scope**
A024	**04/08/09**	**Obligation of Funds of American Recovery And Reinvestment Act of 2009**
	06/12/09	**Revise Paragraph E of Mod A024**
A025	04/16/09	Deobligation of Funds
A026	04/30/09	Obligation of Funds
A027	05/29/09	Obligation of Funds
Ltr. 2009-00196	06/09/09	Approved by CMD-09-022 – Replaced Linda Guinn With James Jackson as Acting General Council
Ltr. 2009-00203	06/09/09	Approved by CMD-09-203 – Replaced Jack Sependa With Bruce Hanni
M028	**06/10/09**	**Incorporated Requirements in Acquisition Ltr. 2007-12**
A029	06/18/09	Obligation of Funds
029	07/07/09	Revised per Temple/Lovett
A030	06/19/09	Obligation of Funds
030	07/07/09	Revised per Temple/Lovett
031	06/26/09	Obligation of Funds
032	06/30/09	Obligation of Funds

Modification No.	Effective Date	Description
033	07/10/09	Obligation of Funds
034	07/31/09	Obligation of Funds
035	08/07/09	Obligation of Funds
Ltr. 2009-00274	08/11/09	Approved by CMD-09-299 – Replaced James Jackson with Jennifer Curtis
036	08/12/09	Obligation of Funds
037	08/17/09	Obligation of Funds
038	08/28/09	Obligation of Funds
039	**09/14/09**	Obligation of Funds – **Section H-54 – Work Authorization System ARRA funds for completing grant Application reviews for the EERE**
Ltr. 2009-00337	09/15/09	Replace John Hopkins as Responsible Corporate Official with Bruce Stanski
040	09/16/09	Obligation of Funds
041	**09/23/09**	Obligation of Funds – **Section H-54 – Work Authorization System ARRA Funds for Energy-Intensive Process R&D**
042	09/24/09	Obligation of Funds
043	09/29/09	Obligation of Funds
Ltr. 2009-00361	09/29/09	Approved by CMD-09-365 – Deleted Hanni, Munns Hodge, V. Wilson and Powell with Flowers, Hanna And Bilson
044	09/30/09	Obligation of Funds
045	**10/02/09** **09/30/09**	**Section H-54 Work Authorization System & Mutual Agreement of Parties (Fed Connect version missing pg 2) Hard Copy is binding(Rev. 1 w/pages 2&3 initialed by John Temple)**
046	**09/30/09**	**PEMP (one from Fed Connect and one hard copy not executed which includes PEMP**
047	10/07/09	Obligation of Funds
048	10/26/09	Deobligation of Funds
049	**10/28/09**	**Section H-54 Work Authorization System (Revised)**
050	10/29/09	Obligation of Funds
051	**10/30/09**	**Mutual Agreement Between Parties Incorporate FAR Clause 52.222-54 Employment Eligibility and Revision of Part II – Section I**
052	**10/30/09**	**Section H-54 Work Authorization System and Mutual Agreement of the Parties**
053	**10/30/09**	**Add the Project Control System requirement to Section H**
054	11/10/09	Obligation of Funds
055	**11/10/09**	**Mutual Agreement Between Parties Work Authorization Rev 4**
056	**11/13/09**	**Make Administrative Change to Mod 054, Block 14**
057	11/30/09	Obligation of Funds

Modification No.	Date	Comment
058	**12/08/09**	**Correction to Mod A026**
059	12/11/09	Obligation of Funds
060	12/17/09	Obligation of Funds
061	12/18/09	Obligation of Funds
062	**12/21/09**	**Mutual Agreement Between Both Parties ARRA Funding changes**
063	12/30/09	Obligation of Funds
064	01/11/10	Obligation of Funds
065	**01/13/10**	**Add H-62 – Implementation of ITER Agreement Section J – Appendix O Modification Log**
066	01/25/10	Obligation of Funds
067	**01/25/10**	**Revise Clause H-32 Privacy Act Systems of Records**
068	**02/25/10**	**Revised PEMP**
069	02/04/10	Obligation of Funds
070	02/18/10	Obligation of Funds
071	02/19/10	Obligation of Funds
072	02/19/10	Deobligation of Funds
073	02/25/10	Obligation of Funds
074	03/25/10	Obligation of Funds
Ltr. 2010-00085	04/01/10	Inserted Interface Management Plan, Rev. 2
Ltr. 2010-00066	04/07/10	Approved by CMD-10-125 – Replace S. Bhattacharyya with Paul Deason (Acting Laboratory Director)
075	**04/20/10**	**Clause I.26 – Security**
076	04/20/10	Obligation of Funds
Ltr. 2010-00132	05/26/10	Approved by CMD-10-161 – Replaced R. Eshelman With F. Dohse as Exec. VP & COO, replaced F. Dohse with D. Eyler as VP NMO
Ltr. 2010-00138	05/24/10	Clarification of Requirement to Submit Key Personnel Compensation Actions – Section H-14 (d) (2) and (e)(3)(A)(iv)
077	05/13/10	Deobligation of Funds (ARRA)
078	06/17/10	Obligation of Funds (Correct the base ARRA funds)
079	**05/19/10**	**Mutual Agreement of the parties per Contract Mod 024 – Total Available Fee for FY2010 (Not executed by SRNS and therefore does not affect T&Cs)**
080	05/14/10	Obligation of Funds ARRA (EERE funding for SRNS Project EB2501030)
081	05/28/10	Obligation of Funds Base – This modification is to administrative correct modification 077
082	**06/08/10**	**Clause H-28 – Revised PEMP, Rev. 2 and PBIs**
083	06/21/10	Obligation of Funds
084	07/13/10	Obligation of Funds – Establish Firm Fixed Fee for Recovery Act work performed 10/1/09 thru 7/31/10

Modification No.	Date	Comment
085	**07/14/10**	**Change Section J – Appendix D – Key Personnel Change Clause # on Project Control Clause (Mod. Identifies H-61 which is already used) – it should be H- 63**
086	07/19/10	Deobligation of Funds – ARRA EERE
087	07/27/10	Obligation of Funds
088	07/27/10	Obligation of Funds
089	07/27/10	Obligation of Funds
090	07/30/10	Obligation of Funds, Revised ARRA Period of Performance, Available Fee, and Work Authorizations
091	08/03/10	Obligation of Funds, Revised ARRA Work Authorizations
092	**08/11/10**	**ARRA PEMP**
093	**08/17/10**	**Clause H-28 Revised PEMP**
094	08/16/10	Obligation of Funds
095	08/20/10	Revised ARRA Fee Table, Corrected Pg. 2 of Mod 090
096	08/20/10	Revised ARRA Fee Table
097	**08/25/10**	**Section J, Appendix D – Key Personnel – Deleted Deason and inserted Michalske – Corrected Project Management Controls number to H-63**
098	08/25/10	Cancel Mod 96 in its entirety and replace with Mod 098
099	**08/31/10**	**Clause H-28 Revised FY2010 PEMP**
100	08/27/10	Obligation of Funds
101	08/27/10	Obligation of Funds
102	08/27/10	Obligation of Funds
103	08/27/10	Obligation of Funds
104	08/27/10	Obligation of Funds
105	08/27/10	Obligation of Funds
106	09/14/10	Revised ARRA Work Authorizations (Cost Ceiling) Corrected TRU/Solid Waste SOW
107	09/21/10	Obligation of Funds
108	09/21/10	Obligation of Funds
109	09/21/10	Obligation of Funds
110	09/23/10	Obligation of Funds
111	09/23/10	Obligation of Funds
112	09/23/10	Obligation of Funds
113	09/23/10	Obligation of Funds
114	09/24/10	Obligation of Funds, ARRA TRU/Solid Waste
115	09/29/10	Obligation of Funds, ARRA TRU Solid Waste
116	09/30/10	Obligation of Funds
117	09/30/10	Obligation of Funds
118	09/30/10	Revised ARRA Ceiling Table and TRU/Solid Waste Work Authorization, plus SOW
119	**09/30/10**	**Performance Based Incentives (FY2011 PEMP, Rev. 0)**
120	10/21/10	Obligation of Funds

Modification No.	Date	Comment
121	10/15/10	Revised ARRA Ceiling Table and P&R Area Work Authorization
122	10/22/10	Obligation of Funds
123	10/22/10	Obligation of Funds
124	10/21/10	Deobligation of Funds
125	**11/01/10**	**Section J, Appendix D, Key Personnel – deleted in its entirety and is replaced**
126	11/29/10	Obligation of Funds
127	11/30/10	Obligation of Funds
128	11/30/10	Obligation of Funds
129	12/06/10	Deobligation of Funds
130	**01/06/11**	**Section J, Appendix E, List B/Applicable DOE Directives and Orders updated in its entirety**
131	**12/16/10**	**Clause H-28, Revised FY2011 PEMP Rev. 1**
132	12/20/10	Obligation of Funds
133	12/20/10	Obligation of Funds
134	12/22/10	Deobligation of Funds
135	12/22/10	Obligation of Funds
136	12/29/10	Obligation of Funds
137	**01/21/11**	**Section J, Appendix D, Key Personnel updated**
138	01/21/11	Obligation of Funds
139	01/24/11	Obligation of Funds
140	01/25/11	Obligation of Funds
141	**01/25/11**	**Section J, Appendix D, Key Personnel updated**
142	01/25/11	Obligation of Funds
143	01/25/11	Obligation of Funds
144	01/26/11	Deobligation of Funds
145	02/28/11	Revised ARRA Work Authorizations and Scopes of Work for P&R, M&D, and Other Sitewide projects
146	01/28/11	Obligation of Funds
147	02/18/11	Obligation of Funds
148	02/18/11	Obligation of Funds
149	02/18/11	Obligation of Funds
150	02/18/11	Obligation of Funds
151	02/18/11	Obligation of Funds
152	**03/25/11**	**Clause H-28, Revised FY2011 PEMP, Rev. 2**
153	03/18/11	Obligation of Funds
154	03/18/11	Obligation of Funds
155	03/21/11	Obligation of Funds
156	03/21/11	Obligation of Funds
157	03/22/11	Revised ARRA Work Authorizations Maximizing Cost Ceiling for P&R Areas and TRU/Solid Waste
Ltr. 2011-00097	03/22/11	Approved by CMD-11-088; replaced A. Umek with Alice Doswell
Ltr. 2011-00086	03/23/11	Approved by CMD-11-090; replaced D. Feather with Dennis Donati
158	**03/24/11**	**Revised ARRA PEMP, Rev. 1**
159	3/30/11	Obligation of Funds
160	3/30/11	Obligation of Funds

Modification No.	Date	Comment
161	3/30/11	Obligation of Funds
162	3/30/11	Obligation of Funds
163	4/7/11	Japan Indemnification
164	4/8/11	Obligation of Funds
165	4/8/11	Obligation of Funds
166	5/2/11	Implement EISA 2007 and E.O. 13514 at DOE Sites
167	**4/29/11**	**Clause H-28, Revised FY2011 PEMP, Rev. 3**
168	4/29/11	Obligation of Funds
169	4/29/11	Deobligation of Funds
170	4/29/11	Obligation of Funds
171	4/29/11	Obligation of Funds
172	4/29/11	Obligation of Funds
Ltr. 2011-00146	5/10/11	Approved by CMD-11-112; replaced Jon Fagan with David Eyler
173	**5/18/11**	**Revised ARRA PEMP, Rev. 2**
174	5/26/11	Obligation of Funds
175	5/26/11	Obligation of Funds
176	5/26/11	Obligation of Funds
177	5/26/11	Obligation of Funds
178	5/26/11	Obligation of Funds
179	5/26/11	Obligation of Funds
180	5/26/11	Obligation of Funds
181	**6/16/11**	**DEAR 970.5211-1 Work Authorization**
182	6/7/11	Obligation of Funds
183	6/21/11	Obligation of Funds
184	6/22/11	Obligation of Funds
185	6/21/11	Deobligation of Funds
186	6/23/11	Deobligation of Funds
187	6/24/11	Obligation of Funds
Ltr. 2011-00146	6/27/11	Approved by CMD-11-149; replace David Eyler with Paul Hunt as VP, Nuclear Materials Operations
188	**7/6/11**	**Clause H.28, Revised FY2011 PEMP, Rev. 4**
189	**7/19/11**	**Section J, Appendix D, Key Personnel updated**
190	7/20/11	Obligation of Funds
191	7/21/11	Obligation of Funds
192	7/22/11	Obligation of Funds
193	**7/27/11**	**Clause H.28, Revised FY2011 PEMP, Rev. 5**
194	7/28/11	Obligation of Funds
195	8/18/11	Obligation of Funds
196	8/19/11	Obligation of Funds
197	8/19/11	Obligation of Funds
198	8/19/11	Obligation of Funds
199	8/19/11	Obligation of Funds
Ltr. 2011-00295	8/24/11	Approved by CMD-11-214; replace Garry Flowers with Dwayne Wilson as President and CEO
200	9/6/11	Corrected ARRA Work Authorizations and Scopes of Work (includes project closeout dates)
201	**9/13/11**	**Revised ARRA PEMP, Rev. 3**
202	9/21/11	Obligation of Funds
203	9/21/11	Obligation of Funds
204	9/21/11	Obligation of Funds

Modification No.	Date	Comment
205	9/21/11	Obligation of Funds
206	9/22/11	Obligation of Funds
207	9/22/11	Obligation of Funds
208	9/23/11	Deobligation of Funds
209	9/23/11	Deobligation of Funds
210	9/28/11	Obligation of Funds
211	9/28/11	Obligation of Funds
212	9/28/11	Obligation of Funds
213	9/28/11	Obligation of Funds
214	9/28/11	Obligation of Funds
215	9/29/11	Deobligation of Funds
Ltr. MPD-11-009 (& MPD-12-001)	9/29/11	Interface Management Plan, Rev. 3
216	**9/30/11**	**Clause H.28, FY2012 PEMP, Rev. 0**
217	10/20/11	Obligation of Funds
218	10/26/11	Obligation of Funds
219	11/30/11	Obligation of Funds
220	11/30/11	Obligation of Funds
221	11/30/11	Obligation of Funds
222	11/30/11	Obligation of Funds
223	11/30/11	Obligation of Funds
224	12/27/11	Obligation of Funds
225	12/27/11	Obligation of Funds
226	12/27/11	Obligation of Funds
227	12/27/11	Obligation of Funds
228	12/27/11	Deobligation of Funds
229	**12/28/11**	**Clause H-, FY2012 PEMP, Rev. 1, & Key Personnel updated**
230	**01/03/12**	**Section J, Appendix D, Key Personnel updated (Clause I.28) & Clause H-14 revised**
231	01/30/12	Obligation of Funds
232	01/31/12	Obligation of Funds
233	01/31/12	Obligation of Funds
234	01/31/12	Deobligation of Funds
235	02/01/12	Deobligation of Funds
236	**02/08/12**	**Clause H.28, FY2012 PEMP, Rev. 2**
237	**02/13/12**	**Clause H.28, Revised ARRA PEMP, Rev. 4**
238	02/14/12	Deobligation of Funds
239	**03/27/12**	**Clause H.66, Non-Federal Agreements for Commercializing Technology (ACT) (Pilot)**
240	02/29/12	Obligation of Funds
241	02/29/12	Obligation of Funds
242	02/29/12	Obligation of Funds
243	02/29/12	Obligation of Funds
244	**03/06/12**	**Clause H.28, FY2012 PEMP, Rev. 3**
245	03/26/12	Obligation of Funds
246	03/26/12	Obligation of Funds
247	03/26/12	Obligation of Funds
248	03/26/12	Obligation of Funds
249	03/26/12	Obligation of Funds
250	**04/09/12**	**Clause H.28, FY2012 PEMP, Rev. 4**

Modification No.	Date	Comment
251	05/31/12	Added Section I Sustainability Clauses by reference
252	04/20/12	Obligation of Funds
253	04/20/12	Obligation of Funds
254	04/25/12	Obligation of Funds
255	05/18/12	Extend work authorization period of performance For ARRA Projects A and D
256	05/17/12	Obligation of Funds
257	05/17/12	Obligation of Funds
258	05/18/12	Obligation of Funds
259	05/18/12	Obligation of Funds
260	05/18/12	Deobligation of Funds
261	05/23/23	Obligation of Funds (Administrative corrections)
262	06/14/12	Section C3.2–Work Authorization (Counterintelligence)
263	05/23/12	Obligation of Funds
264	05/23/12	Obligation of Funds
265	**06/01/12**	**Clause H.28, FY2012 PEMP, Rev. 5**
266		Reserved
267	**06/14/12**	**Section J, Appendix E**, **List B/Applicable DOE Directives and Orders updated in its entirety**
268	06/21/12	DEAR 970.5243-1, Changes – Clause H-67 (NNSA/EM Strategic Sourcing Partnership)
269	06/25/12	Obligation of Funds
270	06/26/12	Obligation of Funds
271	06/26/12	Obligation of Funds
272	06/27/12	Deobligation of Funds
273	**07/19/12**	**Clause H.28, Revised ARRA PEMP, Rev. 5**
274	07/27/12	Obligation of Funds
275	07/27/12	Obligation of Funds
276	07/27/12	Obligation of Funds
277	07/27/12	Obligation of Funds
278	07/27/12	Obligation of Funds
279	07/27/12	Obligation of Funds
280	**08/08/12**	**Clause H.28, FY2012 PEMP, Rev. 6**
281	08/14/12	Section G-1, Technical and Administrative Correspondence
282	08/17/12	Obligation of Funds
283	08/17/12	Obligation of Funds
284	08/21/12	Obligation of Funds
285	08/23/12	Section I.61, Work Authorization Additions
286	**09/07/12**	**Section F, Exercise of Option (to Extend Contract)**
287	09/18/12	Obligation of Funds
288	09/18/12	Obligation of Funds
289	09/18/12	Obligation of Funds
290	09/18/12	Obligation of Funds
Ltr. CMD-12-229	09/26/12	Clause H.42, Revised submittal date for annual Small Business Subcontracting Plan
291	9/28/12	Section I.61, Work Authorization Additions
292	**9/28/12**	**Clause H.28, FY2013 PEMP, Rev. 0**

Modification No.	Date	Comment
293	9/28/12	Clause H.28, FY2013 PEMP, Rev. 0 (replacement to Mod 292)
294	9/29/12	Incorporate Site Sustainability Plan (CAN SRNS-DOE O 436.1-IP-2)
295	9/29/12	Section I.61, Work Authorizations (1Q13 PBSs)
296	9/29/12	Obligation of Funds
297	9/29/12	Obligation of Funds
298	9/29/12	Obligation of Funds
299	9/29/12	Obligation of Funds
300	**10/03/12**	**Clause H.28, FY2013 PEMP, Rev. 1**
301	10/12/12	Section I.61, Work Authorization (Covelent and Metal-Organic Framework High-Capacity, Rev.1)
302	10/22/12	Obligation of Funds
303	10/22/12	Obligation of Funds
304	10/22/12	Obligation of Funds
305	11/07/12	Section I.61, Work Authorizations (multiple)
306	11/15/12	Section I.61, Work Authorizations (multiple)
307	11/16/12	Obligation of Funds
308	11/16/12	Obligation of Funds
309	11/16/12	Obligation of Funds
310	11/29/12	Section I.61, Work Authorizations (multiple)
311	12/04/12	Deobligation of Funds (ARRA)
312	**12/07/12**	**Clause H.28, Revised ARRA PEMP, Rev. 6**
313	12/12/12	Deobligation of Funds (ARRA)
314	12/17/12	Section I.61, Work Authorizations (multiple)
315	12/18/12	Obligation of Funds and Section I.61, Work Authorizations (multiple)
316	12/18/12	Obligation of Funds
317	12/18/12	Obligation of Funds
318	12/19/12	Administrative Correction to Mods 315, 316, and 317
319	12/20/12	Section I.61, Work Authorization (Alternative Waste Pretreatment)
320	01/03/13	Clause B-2.3, Total Available Fee
321	01/17/13	Section I.61, Work Authorization (HQTD1000 Rv.1)
322	01/18/13	Section I.61, Work Authorization (Appropriations/ Funds statement-Appropriation Act for FY13)
323	01/24/13	Obligation of Funds
324	01/24/13	Obligation of Funds
325	01/24/13	Deobligation of Funds
326	01/30/13	Clause B-2.3, Total Available Fee (Correction to Mod 320)
327	02/14/13	Clause H.28, FY2013 PEMP, Rev. 2
328	02/14/13	Section I.61, Work Authorizations (110003-TechSup and AOP #WWPP-FY12)
329	02/15/13	Obligation of Funds
330	02/15/13	Obligation of Funds
331	02/19/13	Deobligation of Funds
332	02/19/13	Section I.61, Work Authorization (Mod 322 text Revised to except NNSA work authorizations)
333	02/28/13	DEAR 970.5243-1 Changes (added Clause H-68 on conference management)
334	02/25/13	Clause I.61, Work Authorization (#89X0319, Rv. 2-Fuel Cycle Technologies)

Modification No.	Date	Comment
335	02/26/13	Section I.61, Work Authorizations (multiple)
336	03/07/13	Section I.61, Work Authorization (Attenuation-Based Remedies- add Task 5)
Ltr. 2013-0051	03/11/13	Approved by CMD-13-081; replace J. Hanna with H. E. Bilson as Senior Vice President-Corporate Services; replace H. E. Bilson with M. A. Davis as Senior Vice President of Support Services
337	03/15/13	Obligation of Funds
338	03/15/13	Obligation of Funds
339	03/19/13	Obligation of Funds, Work Authorizations (multiple)
340	**04/03/13**	**Clause H.28, FY2013 PEMP, Rev. 3**
341	03/22/13	Section I.61, multiple Work Authorizations (WA) and extension of WA periods of performance to 9/30/13
342	03/22/13	Section I.61, Work Authorizations (multiple base work period of performance extended to 9/30/13)
343	03/26/13	Section I.61, Work Authorizations (multiple base updates to funding)
344	04/10/13	Obligation of Funds and Administrative Correction to Mods 337, 338 and 339
345	04/11/13	Deobligation of Funds and Section I.61, Work Authorization (Solar Energy, Rev. 1)
346	04/11/13	Deobligation of Funds (DOD and Office of Pres, Obligation for Homeland Security)
347	04/16/13	Section I.61, Work Authorization (Energy Frontier Research Centers extended period of performance)
348	04/19/13	Deobligation of Funds (ARRA)
349	04/17/13	Section I.61, Work Authorization (EEOICPA)
350	04/19/13	Obligation of Funds
351	04/19/13	Obligation of Funds
352	04/19/13	Obligation of Funds and Administrative Correction to Mod 349
353	04/25/13	Section I.61, Work Authorizations (multiple)
354	04/29/13	Section I.61, Work Authorizations (multiple)
355	**07/29/13**	**Clause H.28, FY2013 PEMP, Rev. 4**
356	05/15/13	Section I.61, Work Authorizations (multiple)
357	05/15/13	Obligation of Funds
358		Reserved
359	05/20/13	Section I.61, Work Authorization (ARRA TRU revision of period of performance date)
360	06/11/13	Obligation of Funds
361	06/11/13	Obligation of Funds
362	06/11/13	Obligation of Funds
363	06/19/13	Obligation of Funds (Recast)
364	06/21/13	Section I.61, Work Authorization (Fuel Cycle Technology, Rev. 3)
365	06/25/13	Obligation of Funds
366	06/25/13	Obligation of Funds
367	06/28/13	Section I.61, Work Authorizations (multiple)
368	07/02/13	Add Clause I.62, Professional and Consultant Service Costs, and update Clause I.48, Insurance – Litigation And Claims (JUL 2013)
369	07/03/13	Deobligation of Funds and Administrative Corrections to Mods 365 and 366

Modification No.	Date	Comment
370	07/03/13	Obligation of Funds and Administrative Correction Mod 369
371	07/17/13	Obligation of Funds
372	07/17/13	Obligation of Funds
373	07/18/13	Obligation of Funds
374	07/24/13	DEAR 970.5243-1 Change (Dec. 2000) (Updated Contracting Officer Representatives list)
375	07/25/13	Section I.61, Work Authorizations (multiple)
376	07/30/13	Section I.61, Work Authorization (deobligate/re-obligate funds)
377	08/12/13	Section I.61, Work Authorizations (multiple)
378	08/08/13	Section I.61, Work Authorizations (multiple)
379	08/21/13	Obligation of Funds (recast from 3F to 3T)
380	08/28/13	Obligation of Funds
381	08/28/13	Obligation of Funds
382	08/28/13	Deobligation of Funds
383	09/03/13	Section I.61, Work Authorizations (multiple) and Extend Period of Performance for NNP Multi-year PBI to 9/30/15
384	09/05/13	Section I.61, Work Authorizations (multiple Tech. Task Plan Period of Performance extended to 9/30/14)
385	09/05/13	Section I.61, Work Authorizations (multiple Clean Energy work scopes Period of Performance extended to 9/30/14)
386	09/05/13	Section I.61, Work Authorizations (multiple Environmental Stewardship work scopes Period of Performance extended to 9/30/14)
387	09/05/13	Obligation of Funds
388	09/05/13	Obligation of Funds
389	09/05/13	Obligation of Funds
390	09/10/13	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/14)
391	09/11/13	Section I.61, Work Authorizations (multiple)
392	09/18/13	Administrative Correction to Mod 391 (requisition number)
393	09/18/13	Section I.61, Work Authorizations (multiple)
394	09/17/13	Obligation of Funds
395	09/17/13	Obligation of Funds
396	09/17/13	Obligation of Funds
397	09/20/13	Section I.61, Work Authorizations (multiple-minor SRNL B&Rs extension of performance period to 9/30/14)
398	09/24/13	Section I.61, Work Authorizations (multiple) and administrative correction to Mod 397 (Attachment 2 performance period changed to 8/30/14)
399	09/26/13	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
400	09/25/13	Deobligation of Funds
401	09/26/13	Deobligation of Funds
402	**09/30/13**	**Clause H-28, Performance Based Incentives (DOE/NNSA FY14 Strategic PEP)**

Modification No.	Date	Comment
403	09/30/13	Section I.61, Work Authorization (Fuel Cell)
404	**09/30/13**	**Clause H-28, FY2014 PEMP, Rev. 0**
405	09/30/13	Obligation of Funds
406	09/30/13	Obligation of Funds
407	09/30/13	Obligation of Funds
408	10/01/13	DEAR 970.5243-1 Changes (Revised H-14, H-56, and H-58 Clauses)
409		Reserved
410	10/08/13	Section I.61, Work Authorization (EEOICPA), Updated CORs list (Appendix P), and Administrative Correction to Mod 408
Ltr. CMD-14-002	10/08/13	Section F, Stop Work Order (Partial)
411	10/11/13	Deobligation of Funds (PBS 20)
Ltr. CMD-14-008	10/17/13	Section F, Stop Work Order (Partial) Lifted
412	10/18/13	Obligation of Funds
Ltr. MPD-14-002	10/21/13	Interface Management Plan, Rev. 4
413	**10/25/13**	**Clause H-28, FY2014 PEMP, Rev. 1**
414	10/25/13	Obligation of Funds
415	10/25/13	Obligation of Funds
416	10/25/13	Deobligation of Funds
417	10/30/13	Section I.61, Work Authorizations (6 various)
418	11/21/13	Obligation of Funds
419	11/21/13	Obligation of Funds
420	11/21/13	Obligation of Funds
421	11/26/13	Section I.61, Work Authorizations (8 various)
422	12/09/13	Section I.61, Work Authorizations (3 various) and Administrative Correction to Mod 421
423	**12/30/13**	**Clause H-28, FY2014 PEMP, Rev. 2**
424	12/19/13	Obligation of Funds
425	12/19/13	Obligation of Funds
426	12/19/13	Obligation of Funds
427	12/30/13	DEAR 970.5243-1 Changes [Updated Key Personnel list (Appendix D) and COR list (Appendix P)]
428	12/31/13	Section I.61, Work Authorization (Workforce Development of Teachers/Scientist)
429	01/08/14	Section I.61, Work Authorizations (6 various) and Administrative correction to Mod 427
430	01/16/14	Section I.61, Work Authorization (Waste Retrieval And Closure Technologies)
431	01/30/14	Section I.61, Work Authorization (Replacement pages for authorizations received in Mods 421 and 429)
432	01/31/14	Obligation of Funds
433	01/31/14	Obligation of Funds
434	01/31/14	Obligation of Funds
435	02/11/14	Section I.61, Work Authorizations (3 various)
436	02/19/14	Obligation of Funds
437	02/20/14	Section I.61, Work Authorizations (10 various)
438	02/27/14	Obligation of Funds
439	02/27/14	Obligation of Funds
440	02/27/14	Deobligation of Funds
441	03/06/14	Section I.61, Work Authorizations (8 various)
442	03/19/14	Work Authorization (recast of funds)

Modification No.	Date	Comment
443	03/20/14	Section I.61, Work Authorizations (2 various)
444	03/21/14	Section I.61, Work Authorizations (6 various)
445	03/26/14	Obligation of Funds
446	03/26/14	Obligation of Funds
447	03/26/14	Deobligation of Funds
448	03/27/14	Section I.61, Work Authorizations (7 various)
449	04/02/14	Obligation of Funds (correct STARS errors – no funding impact)
450	04/08/14	Section I.61, Work Authorizations (9 various)
451	**04/16/14**	**Clause H-28, FY2014 PEMP, Rev. 3**
452	04/23/14	Section I.61, Work Authorization (Workforce Dev. of Teachers/Scientist de-ob)
453	04/23/14	DEAR 970.5243-1 Changes (Dec. 2000), Clause H.14 Employee Compensation: Pay and Benefits (add WFR Data Reporting requirement)
454	04/29/14	Obligation of Funds
455	04/30/14	Obligation of Funds
456	04/30/14	Obligation of Funds
457	05/05/14	Section I.61, Work Authorizations (12 various)
458	05/20/14	Section I.61, Work Authorizations (3 various)
Ltr. CMD-14-079	05/19/14	Approved Carol A. Johnson to replace Dwayne Wilson as President and CEO
459	05/27/14	Obligation of Funds
460	05/28/14	Obligation of Funds
461	05/28/14	Obligation of Funds
462	05/29/14	Section I.61, Work Authorization (correction to Mod 452)
Ltr. CMD-14-086	06/02/14	Approved Robert (Wallis) Spangler to replace Dennis Donati as Senior VP, NNSA Operations an d Programs
463	06/19/14	Section I.61, Work Authorizations (9 various)
464	06/18/14	Obligation of Funds
465	06/19/14	Obligation of Funds
466	06/19/14	Deobligation of Funds
467	06/24/14	Section I.61, Work Authorizations (13 various)
468	06/26/14	Obligation of Funds and Work Authorization (1)
469	**06/30/14**	**Clause H-28, FY2014 PEMP, Rev. 3, R1**
470	07/09/14	Section I.61, Work Authorizations (7 various)
471	07/02/14	Section I.61, Work Authorizations (FY14 multiple Base PBS scope, Rev. 0 with updated funding)
472	07/23/14	Updated CORs list (Section J, Appendix P)
473	07/23/14	Obligation of Funds
474	07/23/14	Obligation of Funds
475	07/23/14	Obligation of Funds
476	07/24/14	Section I.61, Work Authorizations (9 various)
477	08/06/14	Section I.61, Work Authorizations (3 various)
478	08/11/14	Administrative correction to Mod 477
479	08/12/14	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
480	08/18/14	Obligation of Funds
481	08/19/14	Obligation of Funds (corrected via Mod 482)
482	08/19/14	Obligation of Funds (and correction to Mod 481)
483	08/20/14	Obligation of Funds

Modification No.	Date	Comment
484	08/20/14	Obligation of Funds
485	08/20/14	Obligation of Funds
Ltr. CMD-14-107	08/21/14	Approved Wyatt C. Clark, Jr. to replace Paul Hunt as Senior Vice President, Environmental Management Operations
486	08/22/14	Section I.61, Work Authorizations (2 various)
487	08/22/14	Deobligation of Funds
488	08/25/14	Section I.61, Work Authorizations (5 various)
489	**09/02/14**	**Clause H-28, FY2014 PEMP, Rev. 4**
490	09/03/14	Section I.61, Work Authorization (MSIPP)
491	09/09/14	Obligation of Funds
492	09/10/14	Obligation of Funds
493	09/10/14	Obligation of Funds
494	09/10/14	Section I.61, Work Authorization (1) (and correction to Mod 489)
495	09/18/14	Obligation of Funds
496	09/18/14	Deobligation of Funds
497	09/18/14	Obligation of Funds
498	09/23/14	Section I.61, Work Authorization (multiple-minor SRNL B&Rs no year funds period of performance extended to 09/30/15)
499	09/25/14	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/15)
500	09/25/14	Add Clause I.63, FAR 52.203-17, Employee Whistleblower Rights
501	09/30/14	Section I.61, Work Authorizations (3 various)
502	09/29/14	Obligation of Funds
503	09/29/14	Obligation of Funds
504	09/30/14	Obligation of Funds
505	**09/30/14**	**Clause H-28, FY2015 PEMP, Rev. 0**
506	09/30/14	Deobligation of Funds
507	10/14/14	Obligation of Funds
508	10/16/14	Section I.61, Work Authorizations (7 various)
509	10/21/14	Section I.61, Work Authorizations (2 various)
510	10/28/14	Obligation of Funds
511	11/18/14	Obligation of Funds
512	11/18/14	Obligation of Funds
513	11/18/14	Obligation of Funds
514	11/24/14	Section I.61, Work Authorizations (4 various)
Ltr. MPD-15-004	12/04/14	Interface Management Plan, Rev. 5
515	12/10/14	Section I.61, Work Authorizations (2 various)
516	12/22/14	Obligation of Funds (and correction to Mod 513)
517	12/23/14	Obligation of Funds
518	12/23/14	Obligation of Funds
519	01/14/15	Section I.61, Work Authorizations (2 various)
520	01/26/15	Obligation of Funds
521	01/26/15	Obligation of Funds
522	01/26/15	Deobligation of Funds
523	01/30/15	Clause H-56, Risk Management and Insurance Programs
524	02/02/15	**Clause H-28, FY2015 PEMP, Rev. 1**
525	02/03/15	Section I.61, Work Authorizations (10 various)

Modification No.	Date	Comment
526	02/04/15	DEAR 970.5243-1 Changes [Updated Key Personnel list (Section J, Appendix D)]
527	02/25/15	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
528	02/24/15	Obligation of Funds
529	02/25/15	Obligation of Funds
530	02/25/15	Obligation of Funds
531	02/25/15	Section I.61, Work Authorizations (10 various)
532	03/05/15	Section I.61, Work Authorizations (9 various)
533	03/25/15	Obligation of Funds
534	03/25/15	Obligation of Funds
535	03/25/15	Obligation of Funds
536	**04/16/15**	**Clause H-28, FY2015 PEMP, Rev. 2**
537	04/02/15	Section I.61, Work Authorizations (4 various)
538	04/08/15	Deobligation of Funds
539	04/27/15	Obligation of Funds
540	04/27/15	Obligation of Funds
541	04/27/15	Obligation of Funds
542	05/04/15	Section I.61, Work Authorizations (10 various)
543	05/07/15	Changes (Administrative corrections to Mods 526 and 541)
544	05/19/15	Deobligation of Funds (ARRA)
545	05/22/15	Deobligation of Funds
546	05/22/15	Obligation of Funds
547	05/22/15	Obligation of Funds
548	05/29/15	Deobligation of Funds
Ltr. CMD-15-103	06/02/15	Approved David E. Eyler to replace Fred Dohse as Executive Vice President, and Chief Operating Officer; deleted Senior Vice President and Deputy Lab Director SRNL key personnel position.
549	06/02/15	Section I.61, Work Authorizations (12 various)
550	*TBD*	*Reserved*
551	06/17/15	Section I.61, Work Authorizations (2 various)
552	06/24/15	Obligation of Funds
553	06/16/15	Section I.61, Work Authorization (1)
554	06/30/15	Deobligation of Funds
555	06/30/15	Obligation of Funds
556	06/30/15	Obligation of Funds
557	07/28/15	Obligation of Funds
558	07/28/15	Obligation of Funds
559	07/28/15	Obligation of Funds
560	07/29/15	Section I.61, Work Authorizations (7 various)
561	08/20/15	Obligation of Funds
562	08/20/15	Obligation of Funds
563	08/20/15	Obligation of Funds
564	08/31/15	Section I.61, Work Authorizations (6 various)
565	08/31/15	Deobligation of Funds (ARRA)
566	09/02/15	Section I.61, Work Authorization (multiple-minor SRNL B&Rs no year funds period of performance extended to 09/30/16)
567	09/10/15	Section I.61, Work Authorization (1)
568	09/17/15	Obligation of Funds
569	09/17/15	Obligation of Funds
570	09/17/15	Obligation of Funds

Modification No.	Date	Comment
571	09/21/15	Section I.61, Work Authorization (1)
572	09/29/15	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/16)
573	09/29/15	Deobligation of Funds (ARRA)
574	**09/30/15**	**Clause H-28, FY2016 PEMP, Rev. 0**
575	09/30/15	Obligation of Funds
576	09/30/15	Deobligation of Funds
577	09/30/15	Obligation of Funds
578	09/30/15	Deobligation of Funds (ARRA)
579	10/06/15	Updated CORs list (Section J, Appendix P)
580	04/04/16	DEAR 970.5243-1 Changes, (add Clause H-69, Management and Operating Contractor (M&O) Subcontract Reporting)
581	10/21/15	DEAR 970.5243-1 Changes (replace Clause H-68 with revised H-68 Clause - Conference Mgmt)
582	10/13/15	Section I.61, Work Authorization (1)
583	10/20/15	Obligation of Funds
584	10/20/15	Obligation of Funds
585	10/26/15	Section I.61, Work Authorizations (3)
586	10/29/15	DEAR 970.5243-1 Changes (correction to Mod 583 and add Mod 585 supporting documents)
587	11/13/15	Section I.61, Work Authorizations (2)
588	11/16/15	Obligation of Funds
589	11/17/15	Obligation of Funds
590	11/17/15	Deobligation of Funds
591	11/19/15	Section I.61, Work Authorization (1)
592	11/30/15	Section I.61, Work Authorization (1) and Mod 587 correction
593	12/17/15	Obligation of Funds
594	12/17/15	Obligation of Funds
595	12/17/15	Obligation of Funds
596	**01/11/16**	**Clause H-28, FY2016 PEMP, Rev. 1**
597	01/19/16	Obligation of Funds
598	01/19/16	Obligation of Funds
599	01/19/16	Obligation of Funds
600	01/25/16	Section I.61, Work Authorizations (6)
601	01/28/16	Obligation of Funds
602	01/28/16	Obligation of Funds
603	01/28/16	Obligation of Funds
604	01/28/16	Section I.61, Work Authorization (1)
605	02/17/16	Section I.61, Work Authroizations (3)
606	02/23/16	Obligation of Funds
607	02/23/16	Obligation of Funds
608	02/23/16	Obligation of Funds
609	03/16/16	Section I.61, Work Authorizations (16)
610	02/25/16	Obligation of Funds
611	03/22/16	Section I.61, Work Authorizations (3) (and corrected index page for Mod 609)
612	03/24/16	Obligation of Funds
613	03/24/16	Obligation of Funds
614	03/24/16	Obligation of Funds
615	04/12/16	Section I.61, Work Authorizations (11)

Modification No.	Date	Comment
Ltr. CMD-16-084	04/14/16	Approved Norman G. Powell to replace Margaret A. (Peggy) Davis as Senior Vice President, Business Services
Ltr. CMD-16-085	04/14/16	Approved Kliss McNeel to replace Alice C. Doswell as Senior Vice President, Environment, Safety, Health and Area Completion
616	04/21/16	Obligation of Funds
617	04/21/16	Obligation of Funds
618	04/21/16	Obligation of Funds
619	05/09/16	Section I.61, Work Authorizations (6)
620	06/30/16	Section I.61, Work Authorizations (2)
621	05/24/16	Obligation of Funds
622	05/24/16	Obligation of Funds
623	05/25/16	Obligation of Funds
624	02/08/17	DEAR 970.5243-1 Changes - Revised H-14 Clause-Employee Compensation: Pay and Benefits
625	06/09/16	Section I.61, Work Authorizations (14)
626	Reserved	*(Clause H-28, FY2016 PEMP, Rev. 2 not executed)*
627	**08/04/16**	**Section F, Exercise of Option (to Extend Contract)**
628	06/29/16	Obligation of Funds
629	06/29/16	Obligation of Funds
630	06/29/16	Obligation of Funds
631	07/13/16	Deobligation of Funds
632	07/14/16	Section I.61, Work Authorizations (10)
633	07/27/16	Obligation of Funds
634	07/27/16	Obligation of Funds
635	07/28/16	Obligation of Funds
636	08/08/16	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
Ltr. CMD-16-123	08/08/16	Approved Stuart MacVean to replace Carol Johnson as President and Chief Executive Officer
637	08/10/16	Section I.61, Work Authorizations (2)
638	08/10/16	Section I.61, Work Authorization (1)
639	08/17/16	Section I.61, Work Authorizations (9)
640	08/24/16	Obligation of Funds
641	08/25/16	Obligation of Funds
642	08/25/16	Obligation of Funds
643	08/29/16	Section I.61, Work Authorization (multiple-minor SRNL B&Rs no year funds period of performance extended to 09/30/17)
644	09/15/16	Section I.61, Work Authorizations (8)
645	09/26/16	Obligation of Funds
646	09/26/16	Obligation of Funds
647	09/26/16	Obligation of Funds
648	09/29/16	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/17)
649	**09/30/16**	**Clause H-28, FY2017 PEMP, Rev. 0**
650	09/28/16	Obligation of Funds
651	09/28/16	Obligation of Funds
652	09/29/16	Obligation of Funds
653	10/24/16	Section I.61, Work Authorizations (6)
654	10/25/16	Section I.61, Work Authorization (1)

Modification No.	Date	Comment
655	10/26/16	Obligation of Funds
656	11/01/16	Obligation of Funds
657	11/16/16	Section I.61, Work Authorizations (7)
658	11/18/16	Obligation of Funds
659	11/18/16	Obligation of Funds
660	11/18/16	Obligation of Funds
661	11/22/16	Section I.61, Work Authorization (1)
662	**11/29/16**	**DEAR 970.5243-1 Changes [Updated Key Personnel list (Section J, Appendix D)]**
663	12/06/16	Section I.61, Work Authorizations (6)
664	12/20/16	Obligation of Funds
665	12/20/16	Obligation of Funds
666	12/20/16	Obligation of Funds
667	01/11/17	Section I.61, Work Authorization (1)
668	01/12/17	Obligation of Funds
669	01/12/17	Obligation of Funds
670	01/13/17	Deobligation of Funds
671	01/26/17	Section I.61, Work Authorizations (14)
672	01/23/17	Obligation of Funds
673	01/23/17	Obligation of Funds
674	01/23/17	Obligation of Funds
675	01/31/17	Section I.61, Work Authorization (1)
676	02/17/17	Section I.61, Work Authorizations (2)
677	02/22/17	Obligation of Funds
678	02/22/17	Obligation of Funds
679	02/23/17	Deobligation of Funds
680	03/15/17	Section I.61, Work Authorizations (5)
681	03/27/17	Obligation of Funds
682	03/28/17	Obligation of Funds
683	03/28/17	Obligation of Funds
684	03/31/17	**Clause H-28, FY2017 PEMP, Rev. 1**
685	04/13/17	Section I.61, Work Authorizations (4)
686	04/18/17	Section I.61, Work Authorization (1)
687	04/19/17	Obligation of Funds
688	04/19/17	Obligation of Funds
689	04/19/17	Obligation of Funds
690	05/15/17	Section I.61, Work Authorizations (3)
691	04/27/17	Obligation of Funds
692	05/03/17	Updated CORs list (Section J, Appendix P)
693	05/18/17	Section I.61, Work Authorizations (2)
694	05/23/17	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
695	05/30/17	Obligation of Funds
696	05/30/17	Obligation of Funds
697	05/30/17	Obligation of Funds
698	06/05/17	Section I.61, Work Authorizations (corrections to Mod 600 documentation)
699	06/14/17	Obligation of Funds
700	06/15/17	Section I.61, Work Authorizations (6)
701	**06/20/17**	**Clause H-28, FY2017 PEMP, Rev. 2**
702	06/23/17	Section I.61, Work Authorizations (3)
703	06/26/17	Obligation of Funds
704	06/26/17	Obligation of Funds
705	06/26/17	Obligation of Funds

Modification No.	Date	Comment
706	07/14/17	Section I.61, Work Authorizations (5)
707	07/11/17	Deobligation of Funds
708	07/24/17	Obligation of Funds
709	07/24/17	Obligation of Funds
710	07/25/17	Deobligation of Funds
711	07/28/17	Section I.61, Work Authorization (1)
712	07/28/17	Section I.61, Work Authorization (1)
Ltr. 2017-00165	08/02/17	Replace Bruce Stanski as Responsible Corporate Official with Thomas D'Agostino (Clause H-38)
713	08/14/17	Section I.61, Work Authorizations (8)
714	08/17/17	Deobligation of Funds
715	08/17/17	Obligation of Funds
716	08/17/17	Obligation of Funds
717	08/31/17	Section I.61, Work Authorizations (13)
718	08/30/17	Obligation of Funds
719	08/30/17	Obligation of Funds
720	09/13/17	Section I.61, Work Authorizations (12)
721	09/12/17	Obligation of Funds
722	09/18/17	Section I.61, Work Authorizations (2)
723	09/23/17	Section I.61, Work Authorization (multiple-minor SRNL B&Rs no year funds period of performance extended to 09/30/18)
724	09/22/17	Obligation of Funds
725	09/22/17	Obligation of Funds
726	09/22/17	Obligation of Funds
727	09/29/17	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/18)
728	**09/29/17**	**Clause H-28, FY2018 PEMP, Rev. 0**
729	09/29/17	Obligation of Funds
730	09/29/17	Obligation of Funds
731	09/29/17	Obligation of Funds
732	10/16/17	Section I.61, Work Authorizations (7)
733	10/19/17	Obligation of Funds
734	10/19/17	Obligation of Funds
735	11/08/17	Section I.61, Work Authorizations (5)
736	11/02/17	Clause H-38, Responsible Corporate Official (replace B. Stanski with T. D'Agostino)
737	11/16/17	Obligation of Funds
738	11/16/17	Obligation of Funds
739	11/16/17	Obligation of Funds
740	12/07/17	Section I.61, Work Authorizations (5)
741	12/14/17	Revised Clause H-14, Employee Compensation: Pay and Benefits based on DOE AL-2018-02
742	12/18/17	Obligation of Funds
743	12/19/17	Deobligation of Funds
744	12/19/17	Obligation of Funds
745	2/1/18	Section I.61, Work Authorizations (7)
746	1/17/18	Deobligation of Funds
747	1/22/18	Obligation of Funds
748	1/22/18	Deobligation of Funds
749	1/25/18	Correction of FinPlan in Mod 748 (Should be 29 not 28)

Modification No.	Date	Comment
750	1/26/18	Obligation of Funds
751	1/30/18	Deobligation of Funds
752	1/30/18	Obligation of Funds
753	2/22/18	Section I.61 Work Authorizations (17)
754	2/5/18	Obligation of Funds
755	2/6/18	Deobligation of Funds
756	2/6/18	Obligation of Funds
757	2/8/18	Obligation of Funds
758	2/23/18	Obligation of Funds
759	2/23/18	Obligation of Funds
760	2/26/18	Deobligation of Funds
761	2/28/18	Section I.61 Work Authorizations (5)
762	3/5/18	Section I.61 Work Authorizations (2)
763	3/15/18	Section I.61 Work Authorizations (9)
764	3/21/18	Obligation of Funds
765	3/21/18	Obligation of Funds
766	3/21/18	Obligation of Funds
767	4/23/18	Section I.61 Work Authorizations (8)
768	4/26/18	Obligation of Funds
769	4/26/18	Obligation of Funds
770	4/26/18	Deobligation of Funds
771	TBD	TBD
772	5/29/18	Section I.61 Work Authorizations (8)
773	5/23/18	Obligation of Funds
774	5/23/18	Obligation of Funds
775	5/24/18	Obligation of Funds
776	5/30/18	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
777	6/14/18	Section I.61 Work Authorizations (10)
778	6/14/18	Obligation of Funds
779	7/10/18	Section I.61 Work Authorizations (6)
780	6/27/18	Obligation of Funds
781	6/27/18	Obligation of Funds
782	6/28/18	Deobligation of Funds
783	7/3/18	Clause H-28, FY2018 PEMP, Rev. 1
784	7/10/18	Obligation of Funds
785	8/7/18	Section I.61 Work Authorizations (6)
786	8/8/18	Section I.61 Work Authorizations (3)
787	7/26/18	Obligation of Funds
788	7/27/18	Obligation of Funds
789	7/27/18	Correction of FinPlan in Mod 788 (Should be 42 not 40)
790	7/27/18	Deobligation of Funds
791	7/30/18	Extension of Contract to July 31, 2019
792	8/10/18	Correction of Mods 787, 788, 790 (Corrected CLIN 001 total and total funds total
793	8/13/18	Incorporated NNSA PEMP Rev. 1 (attachment to PEMP Rev. 1)
794	8/14/18	Obligation of Funds
795	8/14/18	Obligation of Funds
796	8/15/19	Deobligation of Funds
797	8/28/18	Section I.61 Work Authorizations (8)
798	8/21/18	Obligation of Funds

Modification No.	Date	Comment
799	8/21/18	Obligation of Funds
800	8/22/18	Obligation of Funds
801	8/29/18	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/19)
802	9/17/18	Section I.61, Work Authorizations (9)
803	9/26/18	Section I.61, Work Authorizations (5)
804	9/13/18	Obligation of Funds
805	9/13/18	Obligation of Funds
806	9/17/18	Deobligation of Funds
807	9/18/18	Obligation of Funds
808	9/20/18	Submittal of FY18 SRNL PEMP Rev 1
809	10/30/18	Section I.61, Work Authorizations (12)
810	9/20/18	Deobligation of Funds
811	12/31/18	Clause H-28, PEMP for Extension #1 (8/1/18-7/31/19)
812	9/27/18	Obligation of Funds
813	9/27/18	Obligation of Funds
814	9/27/18	Obligation of Funds
815	9/28/18	Section I.61, Work Authorizations (multiple Base PBS scope Period of Performance extended to 7/31/19)
816	10/24/18	Obligation of Funds
817	10/24/18	Obligation of Funds
818	10/25/18	Deobligation of Funds
819	11/15/18	Section I.61 Work Authorizations (Modified base PBS Funding to reflect actual appropriations)
820	12/11/18	Section I.61 Work Authorizations (2)
821	11/26/18	Obligation of Funds
822	11/26/18	Obligation of Funds
823	11/26/18	Obligation of Funds
824	1/17/19	Section I.61 Work Authorizations (4)
825	12/17/18	Obligation of Funds
826	12/17/18	Obligation of Funds
827	12/19/18	Deobligation of Funds
828	1/17/19	Section I.61 Work Authorizations (4)
829	1/23/19	Obligation of Funds
830	1/24/19	Obligation of Funds
831	1/24/19	Obligation of Funds
832	2/5/19	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
833	3/18/19	Section I.61 Work Authorizations (6)
834	5/23/19	Updated COR List
835	2/6/19	Section J/Appendix D Key Personnel List
836	2/26/19	Obligation of Funds
837	2/26/19	Obligation of Funds
838	2/27/19	Obligation of Funds
839	3/29/19	Section I.61 Work Authorizations (6)
840	3/25/19	Obligation of Funds
841	3/25/19	Obligation of Funds
842	3/26/19	Obligation of Funds
843	4/18/19	Section I.61 Work Authorizations (3)
844	4/30/19	Obligation of Funds

Modification No.	Date	Comment
845	4/30/19	Obligation of Funds
846	4/30/19	Deobligation of Funds
847	5/16/19	Section I.61 Work Authorizations (5)
848	5/21/19	Obligation of Funds
849	5/22/19	Obligation of Funds
850	5/22/19	Obligation of Funds
851	6/26/19	Obligation of Funds
852	6/25/19	Obligation of Funds
853	6/25/19	Deobligation of Funds
854	6/27/19	Section I.61 Work Authorizations (6)
855	7/11/19	H-70 Clause – Workforce Restructuring
856	7/18/19	Section I.61 Work Authorizations (2)
857	7/15/19	Extension of Contract to 9/30/20 with 2 12 month Options
858	7/25/19	Obligation of Funds
859	7/25/19	Obligation of Funds
860	7/25/19	Obligation of Funds
861	7/30/19	Section I.61 Work Authorizations (multiple Base PBS scope Period of Performance extended to 9/30/19)
862	7/31/19	Section I.61 Work Authorizations (7)
863	8/21/19	Section I.61 Work Authorizations (11)
864	8/28/19	Obligation of Funds
865	8/29/19	Obligation of Funds
866	8/29/19	Obligation of Funds
867	9/24/19	Section I.61 Work Authorizations (3)
868	9/19/19	Obligation of Funds
869	9/19/19	Obligation of Funds
870	9/20/19	Obligation of Funds
871	11/15/19	Clause H-28, PEMP for Extension #2 (8/1/19-9/30/20)
872	9/30/19	Correction of FinPlan in Mod 857 [deleted and replaced a paragraph in section B-2.3(b)]
873	9/27/19	Obligation of Funds
874	9/27/19	Obligation of Funds
875	9/27/19	Obligation of Funds
876	10/8/19	Section I.61 Work Authorizations (8)
877	10/23/19	Obligation of Funds
878	10/23/19	Obligation of Funds
879	10/31/19	Section I.61 Work Authorizations (2)
880	11/20/19	Obligation of Funds
881	11/20/19	Obligation of Funds
882	11/20/19	Obligation of Funds
883	01/23/20	Section I.61 Work Authorizations (8)
884	12/18/19	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
885	12/18/19	Obligation of Funds
886	12/18/19	Obligation of Funds
887	12/18/19	Obligation of Funds
888	1/29/20	Update to List I.27 DEAR 952.204-71 (Mar 2011)
889	1/29/20	Obligation of Funds
890	1/29/20	Obligation of Funds
891	1/29/20	Obligation of Funds
892	2/11/20	Section I.61 Work Authorizations (4)

Modification No.	Date	Comment
893	2/11/20	Obligation of Funds
894	2/25/20	Obligation of Funds
895	2/25/20	Obligation of Funds
896	2/25/20	Obligation of Funds
897	3/10/20	Section I.61 Work Authorizations (4)
898	7/2/20	Addition of CLIN0007 for Capital Construction Projects
899	3/26/20	Obligation of Funds
900	3/26/20	Obligation of Funds
901	3/26/20	Obligation of Funds
902	4/7/20	Section I.61 Work Authorizations (5)
903	4/23/20	H-72 Clause – Indemnification for COVID
904	4/23/20	H-73 Clause – CARES ACT for COVID
905	4/27/20	Obligation of Funds
906	4/27/20	Obligation of Funds
907	4/27/20	Obligation of Funds
908	5/5/20	Section B-2.3(b) MOX/SRPPF Fee
909	5/4/20	Section I.61 Work Authorizations (11)
910	5/7/20	Section J, Appendix Q Advance Agreement
911	5/20/20	Obligation of Funds
912	5/20/20	Obligation of Funds
913	5/20/20	Obligation of Funds
914	6/4/20	Section I.61 Work Authorizations (3)
915	6/16/20	Extension of Contract to 9/30/21
916	6/24/20	Partial Stop Work for Non-Portable Work due to COVID-19
917	6/23/20	Admin Mod additional details for Extension Mod 915
918	6/24/20	Obligation of Funds
919	6/24/20	Obligation of Funds
920	6/24/20	Obligation of Funds
921	7/7/20	Section I.61 Work Authorizations (4)
922	7/28/20	Revised FY20 PEMP
923	7/22/20	Obligation of Funds
924	7/22/20	Obligation of Funds
925	7/23/20	Obligation of Funds
926	12/15/20	Clause H-28, FY21 PEMP (12/1/20-9/30/21)
927	8/11/20	Section I.61 Work Authorizations (7)
928	9/9/21	Revised I.39 – DEAR 970.5204-3 Access to and Ownership of Records (Oct 2014)
929	8/21/20	Administrative Mod to correct a checkbox under the General Tab in the Contracting Writing System
930	8/24/20	Obligation of Funds
931	8/25/20	Obligation of Funds
932	8/25/20	Obligation of Funds
933	9/10/20	Section I.61 Work Authorizations (8)
934	9/17/20	Obligation of Funds
935	9/18/20	Obligation of Funds
936	9/22/20	Deobligation of Funds
937	9/23/20	I.61 Work Authorization (Extend POP)
938	9/28/20	I.61 Work Authorization (POP Extension)
939	9/29/20	Obligation of Funds
940	9/29/20	Obligation of Funds
941	9/29/20	Obligation of Funds
942	10/13/20	H-73 Updated CARES Act Clause through 12/11/20
943	10/15/20	Clause I.38 Laws, Regulations, and DOE Directives

		(update of Section J, Appendix E – List B)
944	10/29/20	Incorporation of DOE O 486.1A
945	10/26/20	Section I.61 Work Authorizations (13)
946	10/26/20	Deobligation of Funds
947	10/26/20	Obligation of Funds
948	10/27/20	Obligation of Funds
949	11/17/20	Section I.61 Work Authorizations (3)
950	11/18/20	Obligation of Funds
951	11/19/20	Obligation of Funds
952	11/19/20	Obligation of Funds
953	12/9/20	Section I.61 Work Authorizations (4)
954	12/14/20	H-73 Updated CARES Act Clause through 12/18/20
955	12/16/20	Obligation of Funds
956	12/16/20	Obligation of Funds
957	12/17/20	Obligation of Funds
958	12/23/20	H-73 Updated CARES Act Clause through 12/28/20
959	12/30/20	H-73 Updated CARES Act Clause through 3/31/21
960	1/13/21	Section I.61 Work Authorizations (2)
961	1/20/21	Section J/Appendix D Key Personnel List
962	1/21/21	Obligation of Funds
963	1/22/21	Obligation of Funds
964	1/22/21	Obligation of Funds
965	2/18/21	Addition to COVID Advance Agreement
966	2/18/21	Section I.61 Work Authorizations (9)
967	2/22/21	Addition to COVID Advance Agreement
968	2/23/21	Obligation of Funds
969	2/24/21	Obligation of Funds
970	2/25/21	Obligation of Funds
971	3/8/21	Deobligation of Funds
972	3/17/21	H-73 Updated CARES Act Clause through 9/30/21
973	3/23/21	Obligation of Funds
974	3/24/21	Obligation of Funds
975	3/25/21	Obligation of Funds
976	3/30/21	Section I.61 Work Authorizations (8)
977	4/21/21	Obligation of Funds
978	4/21/21	Obligation of Funds
979	4/22/21	Obligation of Funds
980	4/27/21	Deobligation of Funds
981	5/17/21	Obligation of Funds
982	5/17/21	Obligation of Funds
983	5/17/21	Obligation of Funds
984	5/26/21	Deobligation of Funds
985	5/27/21	Deobligation of Funds
986	6/17/21	Removal of SRNL Scope Sections B, C, J (App D)
987	6/14/21	Deobligation of Funds
988	6/15/21	Deobligation of Funds
989	6/17/21	Deobligation of Funds
990	6/17/21	Deobligation of Funds
991	6/24/21	Deobligation of Funds
992	6/24/21	Obligation of Funds
993	6/24/21	Obligation of Funds
994	7/20/21	Extension of Contract to 9/30/22
995	7/16/21	Clause H-28, FY21 PEMP Rev.1 (12/1/20-9/30/21)

Modification No.	Date	Comment
996	7/20/21	Administrative Mod to correct a checkbox under the General Tab in the Contracting Writing System
997	7/27/21	Deobligation of Funds
998	7/27/21	Obligation of Funds
999	7/27/21	Deobligation of Funds
1000	8/4/21	Administrative Mod to correct type on mod 997
1001	8/17/21	Obligation of Funds
1002	8/26/21	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
1003	9/28/21	Update to COVID Advance Agreement
1004	9/27/21	Obligation of Funds
1005	9/27/21	Obligation of Funds
1006	9/29/21	Obligation of Funds
1007	9/30/21	Clause H-28, FY22 PEMP Rev 0 (10/1/21 – 9/30/22)
1008	TBD	Mod Not Issued
1009	10/13/21	I.64 – FAR 52.223-99
1010	10/25/21	Obligation of Funds
1011	10/25/21	Obligation of Funds
1012	11/17/21	Obligation of Funds
1013	11/18/21	Deobligation of Funds
1014	12/14/21	Obligation of Funds
1015	1/25/22	Obligation of Funds
1016	1/25/22	Obligation of Funds
1017	2/24/22	Deobligation of Funds
1018	2/25/22	Obligation of Funds
1019	3/2022	Update COR List, Delete I.55 Clause, Update I.22 Clause, Update Key Personnel, Conformed Contract
1020	3/24/22	Deobligation of Funds
1021	3/24/22	Obligation of Funds
1022	4/25/22	Deobligation of Funds
1023	4/25/22	Obligation of Funds
1024	5/25/22	Obligation of Funds
1025	5/26/22	Deobligation of Funds
1026	6/16/22	Admin mod to correct obligated funds from mod 1024 and 1025
1027	6/29/22	Clause I.38 Laws, Regulations, and DOE Directives (update of Section J, Appendix E – List B)
1028	6/29/22	Deobligation of Funds
1029	6/30/22	Obligation of Funds
1030	7/20/22	Obligation of Funds
1031	7/21/22	Obligation of Funds
1032	7/29/22	Update to Section I
1033	8/23/22	Deobligation of Funds
1034	8/24/22	Obligation of Funds
1035	9/21/22	Obligation of Funds
1036	9/28/22	Extension of Contract through 9/30/26
1037	9/30/22	Obligation of Funds
1038	9/30/22	Correction to Mod 1036 (correction to B-2.5)
1039	10/27/22	Obligation of Funds
1040	11/21/22	Clause H-28, FY23 PEMP Rev 0 (10/1/22 – 9/30/23)
1041	11/22/22	Obligation of Funds
1042	11/22/22	Obligation of Funds – Deleted by Mod 1043
1043	12/7/22	Obligation of Funds
1044	12/13/22	Deobligation of Funds
1045	12/21/22	Obligation of Funds

Modification No.	Date	Comment
1046	12/21/22	Obligation of Funds
1047	1/26/22	Deobligation of Funds
1048	1/26/22	Obligation of funds
1049	2/15/23	Update to H/L Date in Section B and C
1050	4/14/23	Reachback Clauses for Section H
1051	2/27/23	Obligation of Funds
1052	3/24/23	Obligation of Funds
1053	3/5/24	H-26 OCI Plan Supplement 11
1054	5/4/23	H-28 FY23 PEMP Rev 1
1055	4/26/23	Obligation of Funds
1056	5/24/23	Deobligation of Funds
1057	5/26/23	Obligation of Funds
1058	6/1/23	Addition to I.1 Clauses Incorporated by Reference (FAR 52.216-7 Allowable Cost and Payment)
1059	6/16/23	Removal of CARES Act 3610 Clause (H-73) and addition to I.1 Clauses Incorporated by Reference (FAR 52.204-27 – Prohibition on a ByteDance Application)
1060	6/28/23	Obligation of Funds
1061	6/29/23	Obligation of Funds
1062	6/29/23	Obligation of Funds\
1063	8/8/23	Section J Key Personnel Change – Acting COOs
1064	7/21/23	Obligation of Funds
1065	7/25/23	Obligation of Funds
1066	8/25/23	Section J Appendix J Key Personnel Changes – COOs official
1067	9/12/23	CLIN 0007 Contract Changes
1068	8/31/23	Deobligation of Funds
1069	8/31/23	Obligation of Funds
1070	9/21/23	Admin mod to move funding
1071	9/22/23	Deobligation of Funds
1072	9/22/23	Obligation of Funds
1073	9/29/23	Clause H-28, FY24 PEMP Rev 0
1074	9/28/23	Obligation of Funds
1075	9/28/23	Obligation of Funds
1076	10/25/23	Obligation of Funds
1077	10/27/23	Deobligation of Funds
1078	11/2/23	Updated List B (NEED CORRECTED COPY)
1079	11/7/23	Clause H-28, FY24 NNSA PEMP Rev 0
1080	11/15/23	Obligation of Funds
1081	11/27/23	**H.28 NNSA PEMP Rev.1 and SRPPF Award Fee Plan**
1082	11/30/23	Obligation of Funds
1083	12/19/23	Obligation of Funds
1084	1/24/24	Obligation of Funds
1085	2/21/24	Obligation of Funds
1086	3/11/24	H.28 EM PEMP Rev. 1 (Updated signature page – not change to PBIs)
1087	3/14/24	Section J, Appendix P, Updated List of CORs
1088	3/28/24	Obligation of Funds
1089	3/28/24	Deobligation of Funds
1090	4/23/24	Obligation of Funds
1091	5/20/24	H.28 NNSA PEMP Rev.2 updated periodic review
1092	5/22/24	Obligation of Funds
1093	6/26/24	Obligation of Funds

Modification No.	Date	Comment
1094	6/26/24	Obligation of Funds
1095	7/1/24	Admin Mod to correct FY24 Non-App. Funds Total
1096	7/23/24	Obligation of Funds
1097	7/24/24	H.28 SRPPF Award Fee Plan Rev 1
1098	7/25/24	Obligation of Funds
1099	8/14/24	Deobligation of Funds
1100	8/22/24	Deobligation of Funds
1101	8/22/24	Obligation of Funds
1102	8/29/24	Obligation of Funds
1103	9/18/24	Obligation of Funds
1104	9/25/24	Obligation of Funds and Section J, Appendix E, List B Update
1105	9/26/24	**Clause H.28 FY25 EM PEMP Rev 0**
1106	9/30/24	Obligation of Funds
1107	9/30/24	Transition from SROO to NA-PAS
1108	9/30/24	Obligation of Funds
1109	11/7/24	Update Section G
1110	10/31/24	Obligation of Funds
1111	11/27/24	Obligation of Funds
1112	11/27/24	Obligation of Funds
1113	12/20/24	Obligation of Funds
1114	1/31/25	Obligation of Funds
1115	2/6/25	Admin Mod to correct fund total from Mod 1114
1116	2/10/25	Remove I.43 DEAR 970.5226-1, Diversity Plan and Section J, Appendix H
1117	3/11/25	Implement changes associated with the contract transfer to NNSA (Change landlord in C-1.1, add H.77 to H.84, update I.40)
1118	2/28/25	Obligation of Funds & Internal STRIPES realignment associated with funds from Mod 1072
1119	3/13/25	Obligation of Funds
1120	3/13/25	Obligation of Funds
1121	3/13/25	Add DPAS Rating and H.85 DPAS Clause
1122	4/29/25	Section J, Appendix E (List B) Update
1123	3/31/25	Deobligation of Funds
1124	3/31/25	Obligation of Funds
1125	8/25/25	Add clauses related to the Construction Wage Rate Requirements statute and FAR 52.222-62, Paid Sick Leave Under Executive Order 13706
1126	4/30/25	Obligation of Funds
1127	4/30/25	Obligation of Funds
1128	5/30/25	Obligation of Funds
1129	6/27/25	Obligation of Funds
1130	8/07/25	Update Section J Appendix D (Key Personnel) and Appendix P (List of Contracting Officer Representatives)
1131	7/29/25	Obligation of Funds
1132	9/03/25	Remove Section I clauses 52.223-2, 52.223-10 and 52.223-19 and add Section I clauses I.66 and I.67
1133	8/27/25	Obligation of Funds
1134	9/30/25	H.28 Incorporate revised FY25 PEMPs for NNSA and DOE SROO and incorporate the FY25 NNSA Line-Item Construction Project Award Fee Plan
1135	9/29/25	Obligation of Funds
1136	9/29/25	Obligation of Funds

1137	11/18/25	FY26 Small Business Subcontracting Plan
1138	10/06/25	Update Construction Wage Determination
1139	10/17/25	Obligation of Funds
1140	10/31/25	Obligation of Funds
1141	11/26/25	Obligation of Funds
1142	12/22/25	Correct internal STRIPES and FPDS-NG data
1143	12/31/25	Obligation of Funds
1144	12/31/25	Obligation of Funds
1145	2/10/26	H.28 Incorporate FY26 PEMPs for NNSA and DOE SROO and incorporate the FY26 NNSA Line-Item Construction Project Award Fee Plan
1146	1/30/26	Obligation of Funds
1147	2/10/26	Section J, Appendix E (List B) Update
1148	2/9/26	Add Clause H-86 and update FAR 52.215-12, adding Alt 1 (Clause I.68)