

Contract 89303718CEM000002

Attachment 2 – Special Provisions and Contract Clauses

1. Government Furnished Equipment/Information/Materials

Work will take place in a Government office and on the Savannah River Site. Normal computer equipment (computer, monitor, scanner, printer) will be furnished to the contractor. Information pertinent to the duties performed will be provided as needed and agreed upon between the COR and contractor. Some equipment may be transported to and from other Government facilities both on and off site.

2. Place of Performance and Hours of Operations

The place of performance shall be at the Government’s facilities at the Savannah River Site, Aiken, South Carolina. Normal Hours of operations are from 6:00 am to 6:00 pm with core hours from 9:00 am to 3:00 pm, Monday through Friday.

3. Period of Performance

The contract will contain a Base Period from February 15th 2018 through September 30, 2019 and a three (3) one (1) year Option Period(s).

Option Period 1 from October 1, 2019 through September 30, 2020

Option Period 2 from October 1, 2020 through September 30, 2021

Option Period 3 from October 1, 2021 through September 30, 2022

4. Worker Safety and Health Program

(a) The contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. In performance of the work, the contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environmental, health, and safety regulations. The contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The contractor shall participate in all emergency response drills and exercises.

(b) The contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the contractor shall provide a copy of occupational safety and health self-assessments and/or

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inspections of work sites for job hazards for its DOE facilities to the COR.

- (c) The Contracting Officer may notify the contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the contractor shall immediately take such corrective action.

- (d) In the event that the contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop work order halting all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule on any stop work order issued under this special contract requirement.

(End of Clause)

5. Standard Insurance Requirements

In accordance with “**FAR 52.228-7 Insurance -- Liability to Third Persons**,” the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (1) Worker’s compensation and employer’s liability insurance:

The amount required by the state in which work is performed under applicable workers’ compensation and occupational disease statutes.

Employer’s liability insurance in the amount of \$250,000.

- (2) General liability insurance:

Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

- (3) Automobile liability insurance:

Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

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

(End of Clause)

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6. Ceiling Price and Obligation of Funds for Fixed Price Support Services

The total firm fixed price for the Base Period under this contract is \$3,919,398.24. Total funds in the amount of \$1,393,306.18 are obligated herewith and made available for payment for work performed under the contract under the following Contract Line Items and amounts.

Contract Line Item 001 – EM Labor	\$1,272,993.68
Contract Line Item 002 – NNSA Labor	\$45,312.50
Contract Line Item 003 – Other Direct Costs	\$75,000.00

The contractor is not authorized to exceed the total amount obligated to this contract without additional funds obligated and the express approval of the Contracting Officer. Performance under this contract shall be subject to the availability of funds from which payment for accepted work can be made. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(End of Clause)

7. Non-Personal Services

The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer (CO) immediately.