

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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## B.1 CONTRACT TYPE

This is a performance-based, Cost-Plus-Award-Fee (CPAF) Management and Operating (M&O) contract.

The Contract Transition Period is the 120 day period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is as defined in Section F clause *Period of Performance*. Transition costs are non-fee bearing.

Payment of fee for the management and operation of the Savannah River National Laboratory (SRNL), both for the Base Period (excluding Transition) and Award Term Period(s), if earned, will be made in accordance with Section B clause DOE-B-7006 *Provisional Payment of Performance Fee* and Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”.

Note that the Contract also includes contributions to the normal costs but not legacy contributions towards the Multiple Employer Pension Plan (MEPP), made in accordance to Section H clause DOE-H-2001 *Employee Compensation: Pay and Benefits* paragraph (h) *Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans*. Pension contributions are non-fee bearing costs.

## B.2 DOE-B-7003 PERFORMANCE FEE (REVISED)

- (a) The transition activities shall be performed on a cost-reimbursement basis up to the amount specified in the Section H Clause entitled “Activities During Contract Transition”, and no fee shall be paid for these activities.
- (b) In implementation of the Section I Clause entitled “DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount”, the Parties have agreed that the total available performance fee that may be earned by the Contractor in each performance period in accordance with the provisions of Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”, for the performance of the work under this contract are as follows:

Base Contract Period:

Performance Period	Total Available Performance Fee
2/16/21 - 6/20/21 (Transition Period)	N/A – No Fee
6/21/21 – 9/30/21	\$1,200,000
10/1/21 – 9/30/22	\$6,564,570
10/1/22 – 9/30/23	\$6,076,620
10/1/23 – 9/30/24	\$6,076,620
10/1/24 – 9/30/25	\$6,076,620
10/1/25 – 2/15/26	\$2,296,818

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

- (c) If DOE determines that the Contractor has earned any Award Term, in accordance with Section F clause entitled “Award Term Incentive”, the Parties have agreed that the maximum available annual performance fee that may be earned by the Contractor in each award term period shall be:

Award Term Period(s):

Performance Period	Total Available Performance Fee
2/16/26 - 9/30/26	\$3,779,802
10/1/26 – 9/30/27	\$6,076,620
10/1/27 – 9/30/28	\$6,076,620
10/1/28 – 9/30/29	\$6,076,620
10/1/29 – 9/30/30	\$6,076,620
10/1/30 – 2/15/31	\$2,296,818

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

- (d) The total available annual performance fee that may be earned by the Contractor for any additional extensions of the period of performance beyond the ten (10) years listed in the tables above shall be subject to negotiation between the Parties consistent with the Department of Energy Acquisition Regulation (DEAR) in effect at the time the fee is negotiated.
- (e) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –
- 1) Under the provisions of Section I Clause entitled “DEAR 970.5243-1 – Changes”, or other contract provisions;
  - 2) For a +/- 10 percent change in the estimated annual fee base of \$337,590,000; or
  - 3) For a +/- 10 percent change in the estimated annual Strategic Partnership Projects fee base of \$42 million, which is part of the estimated annual fee base described in item (2) above.
- (f) Any adjustment in the amount of the total available performance fee under the provisions of paragraph (e) for the fees specified in paragraph (b) and (c) above, or negotiation of fee under paragraph (d) above, will be in accordance with the DOE Fee Policy set forth in DEAR 970.1504-1-1 and 970.1504-1-3, utilizing the adjusted fee base and maintaining the same fee ratio proposed (i.e. proposed vs. maximum) by the Contractor during the contract competition and reflected in the current contract.

**B.3 DOE-B-7002 OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS (SEP 2017)**

The amount presently obligated by the Government with respect to this contract is specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds". Other financial limitations are also specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds."

**B.4 DOE-B-7006 PROVISIONAL PAYMENT OF PERFORMANCE FEE (SEP 2017)**

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances". The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

**B.5 ALLOWABILITY OF SUBCONTRACTOR FEE**

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, as defined in FAR 9.601(1), 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 unless otherwise approved by the Contracting Officer.

## **PART I – THE SCHEDULE**

### **SECTION C**

#### **STATEMENT OF WORK**

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## **C-1 Introduction**

The Contractor shall, in accordance with the provisions of this Contract, accomplish the missions and programs assigned by the Department of Energy (DOE) and manage and operate the Savannah River National Laboratory (SRNL or the Laboratory) located at the Savannah River Site (SRS) in South Carolina.

SRNL is one of DOE's multi-program National Laboratories. The Laboratory is a Federally Funded Research and Development Center (FFRDC) established in accordance with the Federal Acquisition Regulation (FAR) Part 35 and operated under this management and operating (M&O) contract, as defined in FAR 17.6 and DOE Acquisition Regulation (DEAR) 917.6.

Given that the assigned missions of the Laboratory are dynamic, this Statement of Work (SOW) is not intended to be all-inclusive or restrictive, but is intended to provide a broad framework and general scope of the work to be performed at the Laboratory during the term of the Contract. This SOW does not represent a commitment to, or imply funding for, specific projects or programs. All projects and programs will be authorized individually by DOE and/or other work sponsors in accordance with the provisions of this Contract.

The Laboratory supports DOE strategic goals in science and energy, nuclear security, and management and performance (including cleanup of nuclear legacy), in accomplishing the Department's mission. The Laboratory mission is to conduct basic and applied research and development (R&D) to advance scientific knowledge, to protect the Nation's energy resources, national security, environmental quality and human health, and to strengthen educational foundations and national economic competitiveness. DOE programs are carried out in partnership with other DOE National Laboratories, academia, government agencies, the international scientific community, and the private sector. The Contractor will seek to advance the frontiers of science and technology through broad interdisciplinary R&D programs that answer fundamental questions, solve technical problems (locally, regionally, nationally, and internationally), and support the development and application of technologies to address societal needs.

All work under this Contract shall be conducted in a manner that protects the environment and assures the safety, health, and security of employees and the public. This objective is to be accomplished by the Laboratory implementing a process that includes an Environmental Management System (EMS). In performing the Contract work, the Contractor shall implement appropriate program and project management systems to track progress and maximize cost-effectiveness of work activities; develop integrated plans and schedules to achieve program objectives, incorporating input from DOE and stakeholders; maintain sufficient technical expertise to manage activities and projects throughout the life of a program; utilize appropriate technologies and management systems to improve cost efficiency and performance; and maintain Laboratory facilities and infrastructure as necessary to accomplish assigned missions.

The Contractor shall conduct all work in a manner that optimizes productivity, and fully complies with all applicable laws, regulations, and terms and conditions of the Contract.

It is the Contractor's responsibility to develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the mission of the Laboratory. DOE expects the Contractor to employ effective and efficient management structures, systems, and operations that maintain high levels of quality, safety and security in accomplishing the work required under this Contract, and that, to the extent practicable and appropriate, rely on national, commercial, and industrial standards that can be verified and certified by independent, nationally recognized experts and other independent reviewers.

## **C-2 Mission Areas**

### **2.1 General**

The Contractor shall furnish the necessary personnel, facilities, equipment, materials, supplies, and services (except those provided by the Government) to accomplish the SOW, and shall perform such requirements and work in a quality, timely, and cost-effective manner. The SOW under this Contract is comprehensive in that the Contractor is expected to perform all necessary technical, operational, and management functions to manage and operate SRNL and perform the DOE missions assigned to SRNL.

The Contractor shall evaluate the SRNL mission statement as part of the DOE Annual Laboratory Planning process, and update annually, as necessary. The Contractor shall define a long-range vision for SRNL. The long-range vision shall include how the Contractor will steward the core capabilities assigned to it by the Office of Environmental Management (EM); define a science strategy for the future with major initiatives; provide a vision for future User Facilities; outline a plan for Strategic Partnership Projects and use of laboratory resources; provide a laboratory vision from an infrastructure standpoint, identifying gaps to enable mission ready core capabilities, a clear plan to address those gaps, and how the Contractor will attract and retain talent; and maintain cost control and status those activities as part of the Annual Laboratory Planning process.

### **2.2 Department of Energy Research and Development Mission**

SRNL's research and development missions and programs support the overarching mission of the DOE through efforts in fundamental science, energy and environmental sciences and technologies, and national security. The Contractor shall provide highly skilled staff supporting scientific discovery and multi-disciplinary efforts to rapidly translate scientific discoveries into applications in physical, biological, computational, and environmental sciences, and operate scientific user facilities. The Contractor shall support the Department's Science and Technology mission to sustain and nurture the Nation's science and technology enterprise, to support national goals in security, energy, environmental quality, human health and economic growth, and provide a significant resource for scientists world-wide to engage with Laboratory staff in accelerating the Nation's progress towards these goals.

Over the term of this Contract, the Contractor shall conduct a broad spectrum of R&D programs in DOE science, national security, environmental quality, and energy missions as assigned by DOE. The Contractor shall make its government-funded scientific and technical research results broadly available to the public, unless classified. The Contractor shall also provide technical advice and guidance to DOE in support of policy development, program planning, and other DOE activities as requested by DOE, and shall bring forward recommendations for new research and development programs designed to achieve DOE mission goals.

In keeping with its overall role as a multi-program National Laboratory, the specific research programs conducted and the overall mix of research at SRNL will change, as needed, over the Contract period with DOE changing mission needs, advances in science and technology, and other drivers.

As a multi-program laboratory with significant contributions toward environmental cleanup and a crucial role in the Nation's nuclear deterrent, SRNL provides the Department with a combination of infrastructure and capabilities in nuclear science and nuclear chemical processing that is not currently provided anywhere else in the DOE complex. SRNL's work is integral to the missions of DOE-EM, the National Nuclear Security Administration (NNSA), and other Federal agencies; performing R&D, supplying and sustaining unique competencies, and engaging the broader Science and Technology community in support of these missions. For NNSA, SRNL is the only technology provider for the SRS tritium processing and gas transfer system loading and testing; SRNL's competency is of critical importance to the effectiveness of the U.S. nuclear stockpile.

#### **2.2.1 Environmental Management Mission Role**

The Contractor shall provide science, technology, engineering, and deployment support to the DOE effort to aggressively clean up the environmental legacy of nuclear weapons development and production and Government-sponsored nuclear energy research. The Contractor shall provide science and technology expertise that enables site cleanup and closure decisions to have a sound, scientific basis. The Contractor shall expand the deployment of innovative technologies and practical solutions that substantially reduce lifecycle cost, accelerate schedule, and reduce risk to achieve optimal end states with DOE environmental cleanup.

The Contractor shall partner with EM sites and other National Laboratories to:

- Provide technical and engineering expertise to develop, test, and evaluate program approaches across the DOE Complex through decision analyses that reduce lifecycle costs;
- Develop and deploy innovative approaches and nuclear chemical process engineering and nuclear materials management to accelerate environmental cleanup missions and site closures; and
- Provide a sound technical basis for defining optimal and sustainable end states of sites.

The Contractor shall accelerate the deployment of tailored and innovative techniques or processes to advance EM cleanup mission objectives by:

- Developing strategic partnerships with academia, government agencies, and industry to develop, enhance, and sustain the

capabilities and competencies needed to: (a) expand the technology development pipeline; and (b) develop risk informed strategies to achieve optimal and sustainable end states; and

- Evaluating EM and Office of Legacy Management (LM) site data from across the complex to help optimize long-term treatment or monitoring strategies. Where appropriate, develop the technical basis for updating the regulatory framework with DOE, regulators, and other stakeholders.

The Contractor shall contribute to the development of the next generation of scientists/engineers in environmental cleanup/remediation technologies, to address gaps in the EM technical workforce skill sets by:

- Leading the EM Minority Serving Institutions Partnership Program to expand and enhance post-doctoral and internship programs; and
- Developing and expanding partnerships with universities and academic institutions to better leverage programs in key competency areas.

### **2.2.2 National Security Mission Role**

In supporting the national security mission, the Contractor shall advance DOE efforts that support the nuclear deterrent, reduce global nuclear threats, respond to nuclear/radiological incidents and accidents, and expand scientific knowledge and application to execute NNSA and DOE missions and strategic objectives. Contributions to the national security mission include:

- Supporting a robust nuclear weapons stockpile through support to the weapon design agencies for reservoir development and testing of components to ensure stockpile safety and reliability;
- Performing tritium R&D and providing technical support to the tritium mission for extracting new tritium from irradiated rods, delivering limited life component exchange products and gas transfer system surveillance data, and recovering helium-3;
- Developing nuclear proliferation detection and security technologies;
- Supporting permanent threat reduction by facilitating the conversion, removal, and disposal of excess weapons-usable nuclear material from both foreign and domestic stockpiles;
- Supporting processing and isotope recovery from Mk-18A target assemblies stored at the SRS;
- Developing, operating, and maintaining mobile capabilities (e.g., the Mobile Plutonium Facility and the Mobile Melt Consolidate system) and teams that are globally deployable to carry out the characterization, stabilization, treatment, and packaging of plutonium and other materials as appropriate;

- Providing technical assistance on the development of non-highly enriched uranium-based molybdenum-99 production technologies;
- Providing technical support to the Savannah River Plutonium Processing Facility project and the pit production mission through technology evaluation, training and workforce development, and interfacing with Los Alamos National Laboratory and Lawrence Livermore National Laboratory as the Weapons Design Agencies on processes and product quality;
- Conducting technical reviews of chemical, biological, and nuclear related licensing and interdiction cases and supporting export control related curriculum development and training workshops, both domestically and internationally;
- Providing timely technical and policy analysis on nonproliferation issues in support of DOE's implementation of high-level nonproliferation initiatives;
- Maintaining technology and technical expertise required for U.S.-led, on-site verification and monitoring of foreign nuclear material production activities, including for short-notice, real-time requests; and
- Supporting NNSA's counterterrorism and counterproliferation missions through R&D; analytical operations; and making personnel available for training, exercises, and responses to nuclear/radiological incidents and accidents.

### **2.2.3 Science Mission Role**

The Contractor shall deliver the fundamental scientific knowledge and discoveries to advance the frontiers defined by EM and EM's support for the DOE Office of Science core capabilities. The Contractor shall translate those discoveries into contributions to the DOE Science Strategic Objectives of delivering the scientific discoveries and major scientific tools that transform our understanding of nature and strengthen the connection between advances in fundamental science and technology innovation.

The Contractor shall support the Office of Science research portfolio as it expands in the future at SRNL, which includes:

- Advanced Scientific Computing Research, to include high performance computing and data analytics
- Basic Energy Sciences
- Biological and Environmental Research
- Fusion Energy Sciences
- High Energy Physics
- Nuclear Physics

Although not limited to the following identified areas, the Office of

Science is particularly focused on possible expansion into:

- Fusion materials and neutron science
- Isotope processing and unique opportunities to harvest new medical isotopes from spent fuel inventory
- Environmental ecology/watershed, including environmental observational capabilities
- Materials and chemical science, including novel separations science
- Atmospheric modeling at local scales
- Cybersecurity

#### **2.2.4 Energy Security Mission Role**

The Contractor shall support DOE mission objectives for energy security to: (a) Advance the DOE goals and objectives by supporting prudent development, deployment, and efficient use of “energy strategies” that also create new jobs and industries; and (b) Support a more economically competitive, environmentally responsible, secure and resilient U.S. energy infrastructure.

Specifically, the Contractor shall support the multi-program research portfolio as it expands in the energy security area in the future at SRNL, which includes:

- Supporting DOE on procurement for design and construction of the Advanced Manufacturing Collaborative (AMC) facility on the campus of the University of South Carolina – Aiken. When completed, the Contractor shall operate the AMC facility, accessible by academia and industry, to develop and deploy innovative advanced manufacturing solutions that reduce costs, shorten schedules and increase the safety of DOE-EM and NNSA missions. The Contractor shall also operate AMC to support the DOE secure energy missions and the long-term sustainability of the U.S. manufacturing sector;
- Providing innovative solutions to increase electrical network security, reliability and resiliency by advancing the Laboratory’s regional partnerships (e.g., with Clemson University’s e-Grid) in order to provide cyber-physical solutions to secure the Nation’s electric grid; and
- Integrating energy technology for a variety of platforms and systems, for renewable energy technologies and national security applications in order to advance our nation’s competitiveness in a global marketplace.

### **2.2.5 Legacy Management Mission Role**

The Contractor shall contribute to LM science and technology needs through the Network of National Laboratories for Environmental Management and Stewardship that SRNL leads, including:

- Optimizing long term monitoring and surveillance, which includes monitoring of groundwater and surface water contaminants that may remain at the site, as well as inspection and evaluation of cells, landfills, and other waste disposal sites; and
- Developing more cost effective and efficient groundwater treatment systems for completing remediation.

Particularly for subsurface monitoring, the Contractor shall support LM in transitioning from point measurements to monitoring strategies that provides more real time data for demonstrating compliance and that also integrates evaluation of remedy performance and behavior of the natural systems.

In addition, the Contractor shall address how remedies at sites involving long-lived radionuclides are resilient to climate variability, changing land and resource use.

## **2.3 FFRDC Research and Development Mission**

The Secretary of Energy has authorized SRNL to operate as an FFRDC established in accordance with FAR Part 35 and operated under this M&O contract, as defined in FAR 17.6 and DEAR 917.6. DOE is committed to providing the appropriate use of SRNL assets for the benefit of other Federal agencies, private companies, universities, state and local institutions, and international entities within the limits set by DOE policy. The Contractor shall submit a Laboratory-Directed Research and Development (LDRD) Program Plan for approval by DOE to conduct a LDRD program that encourages its multidisciplinary capabilities and apply its expertise to conduct research for the government and the private sector through Strategic Partnership Projects (SPP), Cooperative Research and Development Agreements (CRADAs) and Agreements to Commercialize Technology (ACT).

### **2.3.1. Strategic Partnership Projects (Non-Department of Energy Funded Work)**

The Contractor shall develop and maintain a strategic approach to managing and expanding the SPP portfolio to assist Federal agencies and non-Federal entities in accomplishing goals that may otherwise be unattainable (access to highly specialized or unique facilities, services or technical expertise) and to avoid duplication of effort at Federal Facilities; increase R&D interactions to transfer technology originating at the Laboratory to industry for further development or commercialization; and maintain core capabilities and enhance the science and technology base at

the Laboratory. SPP work shall be consistent with or complementary to the missions of DOE and the Laboratory.

#### **2.3.2. Cooperative Research and Development Agreements**

The Contractor shall use CRADAs consistent with the terms of this Contract to facilitate the commercialization of technology, optimize resources, and protect the Government, the Contractor and the CRADA participant (s) involved.

#### **2.3.3. Agreements to Commercialize Technology**

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 DOE technology transfer mission in accordance with the terms of this Contract.

### **2.4 University, Research Institutions, Industry and International Collaboration Efforts and Other Programs**

The Contractor shall establish partnerships with universities, research institutions, industry, and international institutions. The purpose of these efforts will be to build on the scientific knowledge of the institution, create through collaboration efforts and solutions to scientific challenges and develop technologies that can be placed into the commercial sector to benefit the Nation.

#### **2.4.1 Cooperation with Universities and Other Research Institutions/Outreach Programs**

The Contractor shall also manage and operate programs for cooperation/outreach programs with academic and educational communities and with nonprofit research institutions for the purpose of promoting research and education in scientific and technical fields of interest to DOE programs. Such cooperation and outreach programs with academic and nonprofit research institutions may include, but are not limited to:

- Joint appointments;
- Establishment and operation of joint graduate programs with domestic universities; and
- Joint programs and/or institutes with universities in priority areas of science.
- Joint experimental programs with colleges, universities, and nonprofit research institutions;
- Interchange of college and university faculty and Laboratory staff;
- Student/teacher educational research programs at the pre-collegiate and collegiate level;
- Post-doctoral programs;
- Arrangement of regional, national, or international professional

- meetings or symposia;
- Use of special Laboratory facilities and expertise by colleges, universities, and nonprofit research institutes; or,
- Provision of unique experimental materials and expertise to colleges, universities, or nonprofit research institutions or to qualified members of their staffs.

#### **2.4.2 International Research Collaboration and Cooperation**

In accordance with applicable policies, the Contractor shall maintain a broad program of international research collaboration in areas of research interest to the Federal government. This collaboration will be both in areas where the Federal government has formal international cooperation agreements which assign the Contractor a specific role, as well as in areas of general interest to the Federal government's research programs.

#### **2.4.3 Technology Transfer with Industry**

The Contractor shall contribute to technological competitiveness through research and development partnerships with industry that capitalize on the Contractor's expertise and facilities. Principal mechanisms to effect such contributions are: cooperative research and development agreements, access to user facilities, reimbursable work for non-DOE activities, personnel exchanges, licenses, and subcontracting.

The Contractor shall cooperate with industrial organizations to assist in increasing U.S. industrial competitiveness, by assisting in the application of science and technology. Such cooperation may include, when appropriate, an early transfer of information to industry by arranging for the active participation by industrial representatives in the Contractor's programs. Cooperation with industrial partners and entities may include long-term strategic relationships aimed at commercialization of inventions or the improvement of industrial products. The Contractor shall respond to specific near-term technological needs of industrial companies with special emphasis given to working with small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically under-utilized business zone small businesses, small disadvantaged businesses, and women-owned small businesses.

The Contractor shall develop productive relationships with regional and local companies through forums such as conferences, workshops, and traveling presentations. It is anticipated that these organizations will be particularly effective participants in the Laboratory's technology transfer activities in promoting a mutually beneficial relationship between DOE and the communities surrounding the Laboratory.

Cooperation may also include use by industrial organizations of Laboratory facilities and other assistance as may be authorized, in writing,

by the Contracting Officer. The Contractor is also encouraged to engage in strategic collaborations with domestic industry that maintain SRNL capabilities and further small business development.

#### **2.4.4 Other Programs:**

The Contractor shall be responsible for the conduct of such other programs and activities as the Parties may mutually agree, including:

- (i) Providing the facilities of the Laboratory to the personnel of public and private institutions for the conduct of research, development, and demonstration work, either within the general plans, programs and budgets agreed upon from time to time between DOE and the Contractor, or as may be specifically approved by DOE. The Laboratory facilities shall be made available on such other general bases as DOE may authorize or approve.
- (ii) The conduct of R&D work for non-DOE sponsors which is consistent with, and complementary to, DOE's mission and the Laboratory's mission under the Contract, and does not adversely impact or interfere with execution of DOE-assigned programs, does not place the facilities or Laboratory in direct competition with the private sector and for which the personnel or facilities of the Laboratory are particularly well adapted and available, as may be authorized, in writing, by the Contracting Officer.
- (iii) The dissemination and publication of unclassified scientific and technical data, as well as operating experience developed in the course of the work.
- (iv) Furnishing such technical and scientific assistance (including training and other services, material, and equipment), which are consistent with, and complementary to, the DOE's and Laboratory's mission under this Contract, both within and outside the United States, to the DOE and its installations, contractors, and interested organizations and individuals.

#### **2.5 SRNL Regional and Community Involvement**

The Contractor shall support local and regional economic development and apply existing Laboratory assets in the execution of such support. The Contractor shall also promote SRNL within the local and regional communities.

The Contractor shall create opportunities to educate and train future generations of scientists, engineers, and innovators to support DOE workforce development and science, technology, engineering and mathematics (STEM) education efforts.

## **2.6 Operating Envelope**

The Contractor shall achieve assigned objectives in a manner that is safe, secure, legally and ethically sound, as well as fiscally responsible. The operating envelope, including the nuclear safety envelope for SRNL, is limited to work authorized by DOE by authorization agreements, individual project approvals or through letters of direction, using approved work locations, and conducted in accordance with the approved SRNL Integrated Safety Management System and Safeguards and Security Management Plan.

### **2.6.1 SRNL Work Locations and Expectations**

SRNL facilities may include Government-owned or leased facilities as well as approved Contractor leased facilities at such other locations as may be approved by DOE for use under this Contract. Subject to mutual agreement, other facilities may be used in the performance of the work under this Contract (e.g., Contractor-owned or Contractor-leased facilities) as approved by the Contracting Officer.

R&D work performed outside approved work locations (i.e. off-site) shall be reviewed and assessed for hazards, risks, application of appropriate mitigating controls and, as necessary, briefing of DOE Savannah River Operations Office (SR) personnel prior to the initiation of work.

The Contractor shall perform overall integrated planning, acquisition, upgrades, and management of Government-owned, leased, or controlled facilities and real property accountable to SRNL. The Contractor shall employ an integrated management approach for management and utilization of SRNL facilities and infrastructure to support DOE missions.

The Contractor shall employ facilities management practices that are integrated with mission assignments and business operations. The maintenance management program shall maintain facilities, equipment and materials in a manner that:

- Promotes and improves operational safety, environmental protection and compliance, property preservation, and cost effectiveness;
- Ensures protection of life and property from potential hazards, continuity and reliability of operations, and fulfillment of program requirements; and
- Ensures the condition of the assets will be maintained or improved to meet the DOE mission.

For all Federal and non-Federal facilities, DOE-SR Manager approval must be obtained prior to (1) the use of any radioactive material other than certified sealed radioactive sources, that may potentially contaminate the structure or systems (e.g., ventilation) of a facility outside an engineered

confinement barrier; or (2) any planned activity that may introduce residual contamination from hazardous materials (e.g., beryllium, crystalline perchlorates, hexavalent chromium, nanoparticles, biological agents) that may potentially contaminate the structure or systems (e.g., ventilation) of a facility outside an engineered confinement barrier.

#### **2.6.2 Hazards/Risks**

The Contractor shall conduct risk evaluations (e.g., institutional/reputational, environment, safety, health or business risks and legacy considerations created by the acceptance of work under this Contract) at all levels in accordance with applicable DOE Orders. All proposed work shall clearly identify risks and legacy considerations as part of the work authorization package along with justification for performing the work and controls that will be instituted to mitigate the risks and legacy considerations and where necessary the approvals required to initiate the work. Work shall be conducted on the SRNL campus and any satellite campuses with protection of the public and environment in mind, such that higher risk activities are conducted with the greatest buffer and separation practical.

The Contractor shall not conduct research with biological agents that exceed biosafety level II or involve Tier I select agents without prior DOE-SR Manager approval.

DOE maintains its right to not authorize the proposed work based upon analysis of the hazards/risks and legacy considerations involved.

#### **2.6.3 Safeguards and Security**

- (a) The Contractor shall obtain all safeguards and security (S&S) services from the SRS M&O contractor utilizing a Functional Service Agreement executed per the processes described in Section H Clause entitled, *Site Services and Interface Requirements Matrix* and Section J, Attachment J-7 entitled, *Site Services and Interface Requirements Matrix*, Appendix C, section 15. The Contractor shall utilize the SRS M&O contractor policies, procedures and manuals to ensure compliant execution of the S&S program in order to promote consistency across the Site and to ensure safety, security, and cost effectiveness.
- (b) Baseline services include, but are not limited to, the following:
  - (1) Program Planning and Management
  - (2) Physical Protection Systems
  - (3) Material Control and Accountability
  - (4) Information Security
  - (5) Personnel Security
  - (6) Cyber Security
- (c) Protective force services will be provided by the SRS Protective Force Contractor through the DOE Savannah River Operations Office.

## **C-3 Performance Expectations, Objectives, and Measures**

### **3.1 Core Expectations**

#### **3.1.1 General**

The relationship between DOE and its National Laboratory M&O contractors is designed to bring best practices for R&D to bear on DOE missions. Through application of these best practices, DOE seeks to assure programmatic and operational performance of today's research programs and the long-term quality, relevance, and productivity of the laboratories against tomorrow's needs.

Accordingly, DOE has substantial expectations of the Contractor in the areas of: program delivery and mission accomplishment; laboratory stewardship; and laboratory operations and financial management.

#### **3.1.2 Program Delivery and Mission Accomplishment Expectations**

The Contractor is expected to provide effective planning, management, and execution of assigned R&D programs. The Contractor shall execute assigned programs so as to strive for the greatest possible impact on achieving DOE mission objectives, to aggressively manage SRNL science and technology capabilities and intellectual property to meet these objectives, and to bring forward innovative concepts and research proposals that are well-aligned with DOE missions. The Contractor shall propose work that is aligned with, and likely to advance, DOE mission objectives, and that is well matched to Laboratory capabilities. The Contractor shall strive to meet the highest standards of scientific quality and productivity, "on-time, on budget, as-promised" delivery of program deliverables, and first-rate service to the research community through user facility operation.

#### **3.1.3 Operating Principles**

The Contractor is accountable for providing reasonable assurance to DOE that the SRNL system of management controls, when properly implemented, provides an effective and efficient means of meeting all applicable requirements while accomplishing assigned missions.

To provide reasonable assurance, the Contractor shall identify, monitor, and address existing and/or emerging risks important to the accomplishment of SRNL mission and Contract requirements.

Laboratory management shall provide and report in a timely manner performance data to Governance processes, which ultimately provide assurance to DOE.

The Contractor shall be responsible for penalties and fines arising from

work conducted by Contractor management or staff in furtherance of Contract objectives which is not authorized under the terms and conditions of the Contract, or is inconsistent with local, state, or federal laws or guidelines. DOE shall not be liable for special, consequential, or incidental damages attributed to such actions.

#### **3.1.4 Laboratory Stewardship Expectations**

The Contractor shall be an active partner with DOE in assuring that SRNL is renewed and enhanced to meet future mission needs. Within the constraints of available resources and other Contract requirements, the Contractor, in partnership with DOE, shall:

- (a) Maintain a laboratory vision and long-term strategic plan to meet anticipated DOE and national needs.
- (b) Attract, develop, and retain an outstanding work force, with the skills and capabilities to meet DOE evolving mission needs.
- (c) Renew and enhance research facilities and equipment so that SRNL remains mission ready and is well-positioned to meet future DOE needs.
- (d) Build and maintain a financially viable portfolio of research programs that generates the resources required to renew and enhance Laboratory research capabilities over time.
- (e) Maintain a positive relationship with the broader research community, to enhance the intellectual vitality and research relevance of SRNL, and to bring the best possible capabilities to bear on DOE mission needs through collaborative relationships with the research community.
- (f) Build a positive, supportive relationship founded on openness and trust with the community and region in which SRNL is located.

#### **3.1.5 Administration and Operation of the Laboratory**

The Contractor shall manage, operate, protect, maintain and enhance the Laboratory's ability to function as a DOE Laboratory, provide the infrastructure and support activities, support the accomplishment of the Laboratory's missions, and assure the accountability to DOE under the results-oriented, performance-based provisions of this Contract. The Contractor shall implement a broad scope continual self-assessment process to assess the overall performance in, and drive continuous improvement of, Laboratory operations and administration. Additionally, the Contractor shall provide all necessary support for a smooth Contract transition at the end of the Contract period.

- (a) **Strategic and Institutional Planning.** The Contractor shall conduct a strategic planning process and develop institutional business plans and strategic facility plans. The Contractor shall also consider DOE provided planning guidance and strategic

planning material to assure consistency with DOE missions and goals and with due regard for Environment, Safety, and Health (ES&H) issues.

(b) **Protection of Workers, the Public, and the Environment.** The safety and health of workers and the public, and stewardship of the environment, are fundamental responsibilities of the Contractor. Accordingly, the Contractor shall establish a process to integrate environmental, safety, and health processes that support the safe and efficient performance of all Laboratory work, and comply with health, safety, and environmental laws and regulations; minimizes wastes; and complies with DOE Directives. The process shall include an effective Environmental Management System and compliance with National Environmental Protection Act documentation requirements. The process shall be applied to all Contractor activities conducted by, or for, the Laboratory, through subcontractors or other entities, and shall provide for ES&H oversight of Laboratory and subcontractor operations.

(c) **Emergency Management.**

- (1) The Contractor shall obtain all Emergency Management Services from the SRS M&O contractor utilizing a Functional Service Agreement executed per the processes described in Section H, Clause entitled *Site Services and Interface Requirements Matrix* and Section J, Attachment J-7 entitled, *Site Services and Interface Requirements Matrix*, Appendix C, section 15. The Contractor shall utilize the SRS M&O contractor policies, procedures and manuals to ensure compliant execution of the Emergency Management program in order to promote consistency across the Site and help to ensure safety, security, and cost effectiveness.
- (2) Baseline services include but are not limited to, the following:
  - (A) SRS Operations Center operations;
  - (B) SRS Fire Department;
  - (C) Emergency Response Organization, including facilities and equipment;
  - (D) Facility emergency preparedness programs;
  - (E) Site and facility-level drills/exercises and assessments; and
  - (F) Training.

(d) **Cyber Security.**

- (1) The Contractor shall obtain all Cyber Security Services from the SRS M&O contractor utilizing a Functional Service Agreement executed per the processes described in Section H,

Clause entitled *Site Services and Interface Requirements Matrix* and Section J, Attachment J-7 entitled, *Site Services and Interface Requirements Matrix*, Appendix C, section 19. The Contractor shall utilize the SRS M&O contractor policies, procedures and manuals to ensure compliant execution of the Cyber Security program in order to promote consistency across the site and help to ensure safety, security, and cost effectiveness.

(2) Baseline services include but are not limited to, the following:

- (A) Information Security
- (B) Classification Program
- (C) Classified Matter Protection and Control (CMPC)
- (D) Controlled Unclassified Information (CUI)
- (E) Unclassified Controlled Nuclear Information (UCNI)

(e) **Laboratory Facilities.** The Contractor shall manage and maintain Government-owned facilities, both provided and acquired, to further national interests and to perform DOE statutory missions. SRNL facilities include facilities in the following Facility Hazard Categories: Nuclear, Category 2; Nuclear, Category 3; and less than Nuclear, Category 3. Recognizing that these facilities are a national resource, these facilities may also be made available, with appropriate agreements, to private and public sector entities including universities, industry, and local, state, and other government agencies. The Contractor shall perform overall integrated planning, acquisition, upgrades, and management of Government-owned, leased or controlled facilities and real property accountable to the Laboratory in accordance with Federal Government and DOE policies and directives as described in Section H clause entitled *Facilities* and Section H clause entitled *Real Property Asset Management*. The Contractor shall employ facilities management practices that are best-in-class and integrated with mission assignments and business operations. The maintenance management program shall maintain Government property in a manner that: (1) promotes and continuously improves operational safety, environmental protection and compliance, property preservation and cost effectiveness; (2) ensures continuity and reliability of operations, fulfillment of program requirements and protection of life and property from potential hazards; and (3) ensures the condition of the assets will be maintained or improved. The nuclear maintenance program shall be developed in accordance with DOE Order 433.1B *Maintenance Management Program for DOE Nuclear Facilities* and approved by DOE.

- (f) **Sustainability.** The Contractor shall assist DOE, through direct participation and other support, to achieve DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in current Executive Orders. The Contractor shall 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 Site 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 exhausted, 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.
- (g) **Waste Management.** The Contractor shall be responsible for investigations, monitoring, clean-up, containment, restoration, removal, decommissioning and other remedial activity (including any costs for defense of litigation related thereto), for the management and/or clean-up of oil spills, contamination or releases of any solid wastes, hazardous wastes and constituents, hazardous or radioactive substances, wastes or materials present in soil, groundwater, air, surface water, facilities and structures (whether subsurface or above ground), as a result of research or other work conducted by the Contractor during the term of the Contract.

The Contractor shall execute pollution prevention efforts to advance cost-effective waste reduction, environmental release reduction, environmentally preferable purchasing, and environmental sustainability in facility construction and operation, in all site operations and facilities covered by this Contract.

- (h) **Business Management.** The Contractor shall manage an effective integrated system of internal controls for all business and administrative operations of the Laboratory.

- (1) ***Human Resources Management.*** The Contractor shall have an HR system designed to attract and retain outstanding employees in accordance with DOE expectations, policies, and procedures. The Contractor shall maintain a market based system of compensation and benefit plans to motivate employees to achieve high productivity in scientific research and laboratory operation.

The Contractor also shall create and maintain a Laboratory environment that promotes diversity and fully utilizes the talents and capabilities of a diverse workforce. The Contractor shall seek to recruit a diverse workforce by promoting and implementing DOE and Laboratory goals. Special consideration will be given to Historically Black Colleges and Universities/Minority Serving Institutions as potential resource pools.

- (2) ***Financial Management.*** The Contractor shall maintain a financial management system responsive to the obligations of sound financial stewardship and public accountability. The overall system shall include an integrated accounting system suitable to collect, record, and report all financial activities; a budgeting system which includes the formulation and executions of all resource requirements needed to accomplish projected missions and formulate short-range and long-range budgets; an internal control system for all financial and other business management processes; and a disbursements system for both employee payroll and supplier payments. The internal audit group for the Laboratory shall report to the most senior governing body of the Contractor's parent organization(s).
- (3) ***Purchasing Management.*** The Contractor shall have a DOE-approved purchasing system to provide purchasing support and subcontract administration. The Contractor shall, when directed by DOE, and may, but only when authorized by DOE, enter into subcontracts for the performance of any part of the research work under this Contract.
- (i) **Legal Services.** The Contractor shall maintain legal support for all Contract activities including, but not limited to, those related to patents, licenses, and other intellectual property rights; subcontracts; technology transfer; environmental compliance and protection; labor relations; and litigation and claims.

- (j) **Information Resources Management.** The Contractor shall maintain information systems for organizational operations and for activities involving general purpose programming, data collection, data processing, report generation, software, electronic and telephone communications, and computer security. The Contractor shall provide computer resource capacity and capability sufficient to support Laboratory-wide information management requirements. The Contractor also shall conduct a records management program.
- (k) **Self-Assessment Program.** The Contractor shall conduct an on-going self-assessment process that continually samples and validates actual program practice and prescribed DOE and Laboratory policies, standards, and procedures.
- (l) **Safety Culture.** The Contractor shall:
  - (1) Adopt and continuously improve organizational culture (core values and behaviors), Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to the Employee Concerns Program, the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution;
  - (2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect;
  - (3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE;
  - (4) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and addresses systemic weaknesses leading to sustained continuous self-improvement; and
  - (5) Champion a culture that emphasizes the following safety culture attributes:
    - (i) Leadership - Demonstrated safety leadership;
    - (ii) Employee/Worker Engagement – Participation in work planning and improvement; and
    - (iii) Organizational Learning – Performance monitoring through multiple means.

- (m) **Other Support.** The Contractor shall provide other administrative services necessary for Laboratory operations and logistics support to the DOE-SR as requested by the Contracting Officer.

### **3.1.6 Expectations for Program and Project Management for the Acquisition of Capital Assets**

DOE Project Management Principles apply to all capital asset projects using a tailored approach as defined or approved by the sponsoring project office. Therefore, the Contractor shall comply with DOE Order 413.3B *Program and Project Management for the Acquisition of Capital Assets*.

### **3.2 Performance Objectives and Measures**

The performance objectives and measures of this Contract are stated in the annual Performance Evaluation and Measurement Plan for the management and operations of the SRNL.

### **3.3 Management and Administrative Services**

The Contractor shall provide management and administrative services required to execute the work scope as a standalone business entity from the management and operations of the SRS. This scope includes, but is not limited to:

- Executive Leadership and Management
- Public Affairs and Internal Communications
- Government and Community Relations
- Internal Audit and Contractor Assurance
- Procurement and Prime Contract Administration
- Operational Excellence / Continuous Improvement
- Strategic and Operational Planning
- Project Delivery
- Employee Concerns
- Freedom of Information Act (FOIA) actions

### **3.4 Interface Management**

Interface management is a key Savannah River Site function for the effective and efficient delivery of services between multiple Site contractors. It is also an integral part of resolving issues involving various Site operations activities among contractors, promoting efficient mission accomplishment for EM and NNSA and ensuring Site policies and procedures are integrated to promote mission success. Interface management success is defined by the results that stem from two or more organizations working together to develop solutions within the parameters of their contracts. The role of interface management is to exchange services and solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

The Contractor shall:

- (a) Establish interface agreements for all processes, as described in Section J, Attachment J-7, *Site Services and Interface Requirements Matrix* with the following exceptions. During transition, the Contractor may propose for DOE's approval, exceptions for self-performance of processes associated with business systems, procurement and asset management, human resources, classification responsibilities, public affairs, employee concerns, radiation protection program, and quality and operations excellence. Agreements, processes, and associated work schedules as relates to Interface Management shall be executed per Section H, Clause entitled, *Site Services and Interface Requirements Matrix*; and Section J, Attachment J-7, *Site Services and Interface Requirements Matrix*.
- (b) Participate in the maintenance of the SRS Interface Management Plan by membership on the Interface Management Team.
- (c) Along with other Site contractors, make every effort to improve mutual understanding and cooperation and to seek resolutions in the best interest of the Government and SRS mission completion, as opposed to an individual contractor's best interest;
- (d) Appropriately document, execute, and manage interfaces and agreements made with other Site contractors, in accordance with Section J, Attachment J-7, *Site Services and Interface Requirements Matrix*; Section H Clause entitled, *Site Services and Interface Requirements Matrix*; and other documented interfaces. Interface agreements shall detail the scope of the interface, including boundaries and constraints, standard and special service circumstances as well as any nuclear safety, quality assurance and quality control, health, safety, Site access, schedule concerns, and/or environmental protection requirements;
- (e) Generate new interface agreements as may be necessary during this Contract to support Laboratory operations;
- (f) Work with other Site contractors in generating agreements in order to support working relationships;
- (g) Work with other Site Contractors to develop service agreements with sufficient detail for DOE to determine whether the task is consistent with customer baselines and represents a reasonable use of resources;
- (h) Provide input to the SRS M&O contractor to support development and maintenance of the interface management processes and storage of the interface agreements; and
- (i) At least yearly, review the interface agreements established during transition and propose any changes in the best interest of the Government, the Laboratory and Site mission activities. During the remainder of the Contract, review and propose changes as needed.

**PART I – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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## **D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)**

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

## **D.2 SECURITY REQUIREMENTS**

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

**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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## E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E

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

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.1.1	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001)	
E.1.2	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984)	
E.1.3	FAR 52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)	
E.1.4	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In below table for paragraph (a).
E.1.5	FAR 52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)	
E.1.6	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	

### E.1.4 FAR 52.246-11 FILL-IN:

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

Quality Assurance Program (QAP) compliant with DOE O 414.1D, Change 1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1B, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

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

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

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

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

- (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.
- (2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:
- (i) ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
  - (ii) ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
  - (iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management System - Requirements*; and
  - (iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.

## **E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)**

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

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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### **F.1. CLAUSES INCORPORATED BY REFERENCE – SECTION F**

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

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.4	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984)	
FAR = Federal Acquisition Regulation			

### **F.2. PERIOD OF PERFORMANCE**

- (a) The base contract period shall be five years from the effective date of this Contract. The Contract may be extended in accordance with Section F.3 entitled “Award Term Incentive”.
- (b) The Contract transition period is 120 days from the NTP. The Contractor will assume full operational control of the Laboratory after completion of the transition period.
- (c) The Contract’s maximum period of performance, including the transition period and award term(s), if earned, shall not exceed 10 years, except as provided at DEAR 917.602.

### **F.3. AWARD TERM INCENTIVE**

#### **(a) Definitions**

For purposes of this Section F.3:

- (1) “Award Term Determination Official (ATDO)” means the Department of Energy official designated to determine whether the Contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
- (2) All ratings of Contractor performance are defined in the Section J Attachment entitled “Performance Evaluation and Measurement Plan”.

#### **(b) Eligibility for Award Term Extensions**

In order for the Contractor to earn a contract term extension pursuant to the award term incentive:

- (1) The FY21 SRNL PEMP will be updated and incorporated into Section J of the Contract after award to evaluate performance from the end of transition through September 30, 2021.
- (2) Future SRNL PEMP's will be prepared based on guidance similar to the "Guidance for the Fiscal Year (FY) 2019 Office of Science Laboratory Performance Appraisal Process and the FY 2020 Performance Evaluation and Measurement Plan Preparation", as updated in future FYs, and incorporated into the Contract.
- (3) With respect to the first full fiscal year evaluation period (October 1, 2021 through September 30, 2022), the Contractor must have been assessed by the FDO to have achieved a score of at least 3.1 for both Science and Technology and Management and Operations, and meet the Contract performance goals, objectives, standards, or criteria and other Contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO.
- (4) With respect to all other evaluation periods, the Contractor must have been assessed by the FDO to have achieved an overall score of at least a 3.5 for Science and Technology and an overall score of at least a 3.1 for Management and Operations for each performance evaluation period, and meet the Contract performance goals, objectives, standards, or criteria and other Contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation and Measurement Plan (or equivalent document), as determined by the ATDO. Provided, however, that the Contractor must also obtain a minimum score of at least 3.1 for each individual Science and Technology Goal and 2.8 for each individual Management and Operations Goal.

**(c) Award Term Evaluation and Determination**

- (1) The amount of award term that may be earned by the Contractor for each award term extension is 12 months. The Government may extend the Contract term up to a total of five years beyond the base period through implementation of this provision. The total Contract term, including the transition period and award term(s), shall not exceed 10 years, except as provided at DEAR 917.602.
- (2) Evaluation of award term extensions will be conducted annually.
- (3) The ATDO will unilaterally determine if the Contractor: (i) meets eligibility requirements to earn an award term extension; and (ii) has earned additional Contract term. This determination will be made annually. After the ATDO determines that the Contractor has earned additional award term and after receipt of any necessary approvals, the Contracting Officer will unilaterally modify the Contract to extend the term of the Contract.
- (4) If the Contractor fails to earn the award term three (3) times, the Contractor becomes ineligible to earn any additional award term extension(s) under the Contract.

**(d) Conditions**

- (1) This section does not confer any other rights to the Contractor other than the right to earn additional contract term as specified herein. Any additional contract term awarded to the Contractor under this section is subject to all of the other terms and conditions of this Contract. Should the terms of this section conflict with the terms of any other section or clause under this Contract, then this section shall be subordinate.
- (2) The Contractor's earning of an award term extension and the Contractor's right to perform an earned award term extension are subject to:
  - (i) The Government's continuing need for the Contract's work;
  - (ii) The availability of funds; and
  - (iii) Bilateral contract modifications that incorporate changes to, or new, DOE policy or contract clauses.
- (3) The Government may make unilateral changes to the Performance Evaluation and Measurement Plan (or equivalent document) prior to the start of an award term evaluation period.
- (4) The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Contractor failing to earn or forfeiting award term.
- (5) A significant failure of Contractor's management controls as defined in the Section I Clause DEAR 970.5203-1 – Management Controls or a first degree performance failure as defined in the Section I Clause DEAR 970.5215-3 – Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts may result in the forfeiture of up to three (3) years of earned award term. This potential forfeiture is in addition to other remedies provided for in the Contract and is unilaterally determined by the ATDO.

If the ATDO determines that the Contractor has forfeited earned award term as allowed in item (5) above, the Contracting Officer will unilaterally modify the contract term.

**F.4. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)**

The services specified by this Contract shall be performed at the following location(s):  
Savannah River National Laboratory, Savannah River Site (near Aiken, South Carolina)

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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

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

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

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

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

### **G.3. DOE-G-2003 CONTRACTOR'S LABORATORY DIRECTOR (OCT 2014) (REVISED)**

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

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

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

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this Contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this Contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall also be provided to the Contracting Officer.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the Contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall also be provided to the COR.
  - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this Contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:
  - (1) Contract Specialist:
    - (A) U.S. Department of Energy  
Office of Environmental Management  
Attn: Marie Garvin
    - (B) Telephone number: 803-952-8238
    - (C) Address:  
Department of Energy Savannah River Site  
P.O. Box A

Aiken, South Carolina, 29802

(D) Email address: [marie.garvin@srs.gov](mailto:marie.garvin@srs.gov)

(2) Administrative Contracting Officer

(A) U.S. Department of Energy  
Office of Environmental Management  
Attn: Marie Garvin

(B) Telephone number: 803-952-8238

(C) Address:  
Department of Energy Savannah River Site  
P.O. Box A  
Aiken, South Carolina, 29802

(D) Email address: [marie.garvin@srs.gov](mailto:marie.garvin@srs.gov)

(3) Contracting Officer's Representative

(A) U.S. Department of Energy  
Office of Environmental Management  
Attn: Tony Polk

(B) Telephone number: 803-507-8276

(C) Address:  
Department of Energy Savannah River Site  
P.O. Box A  
Aiken, South Carolina, 29802

(D) Email address: [tony.polk@srs.gov](mailto:tony.polk@srs.gov)

(4) Intellectual Property Counsel

(A) Integrated Service Center Oak Ridge Office acting through the Intellectual Property  
Law Division of the Office of Chief Counsel

(B) Telephone number: 865-576-1077

(C) Address:  
Department of Energy  
P.O. Box 2001  
Oak Ridge, TN 37831-2001

(D) Email address: [emily.schneider@science.doe.gov](mailto:emily.schneider@science.doe.gov)

(5) Government Contract Administration Office

(A) U.S. Department of Energy  
Office of Environmental Management  
Attn: Marie Garvin

(B) Telephone number: 803-952-8238

(C) Mailing address:  
Department of Energy Savannah River Site  
P.O. Box A  
Aiken, South Carolina, 29802

(D) Email address: [marie.garvin@srs.gov](mailto:marie.garvin@srs.gov)

**G.5. DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING  
(JUL 2018)**

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

- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

**G.6. DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

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

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## **H.1 DOE-H-7001 FACILITIES (SEP 2017)**

DOE agrees to furnish and make available to the Contractor, for its possession and use in performing the work under this contract, the facilities designated as follows:

- (a) The Government-owned or leased land, buildings, utilities, equipment and other facilities situated at or near the Savannah River National Lab. The SRNL main technical area covers approximately 39 acres. This area includes a total of three (3) Nuclear Hazard Category II and III facilities that have over 200,000 sq. ft. of radiologically controlled laboratory and process space, with 155 laboratories and 326 offices. Total footprint of SRNL buildings, facilities, and other structures is approximately 829,800 sq. ft. with an additional 58,850 sq. ft. of leased facility space (i.e., Aiken County Savannah River Research Campus, Aiken County Technology Laboratory, Hydrogen Technology & Energy Materials Research Labs).
- (b) Government-owned or leased facilities at such other locations as may be approved by DOE for use under this contract; and
- (c) Subject to mutual agreement, other facilities may be used in the performance of the work under this contract.

DOE reserves the right to make part of the above-mentioned land or facilities available to other Government agencies or other users on the basis that the responsibilities and undertakings of the Contractor will not be unreasonably interfered with. Before exercising its right to make any part of the land or facilities available to another agency or user, DOE will confer with the Contractor.

## **H.2 DOE-H-7002 LONG-RANGE PLANNING, PROGRAM DEVELOPMENT AND BUDGETARY ADMINISTRATION (SEP 2017)**

- (a) Basic Considerations. Throughout the process of planning, and budget development and approval, the Parties recognize the desirability for close consultation, for advising each other of plans or developments on which subsequent action will be required, and for attempting to reach mutual understanding in advance of the time that action needs to be taken.
- (b) Long Range Planning. It is the intent of the Parties to develop a five-year strategic outlook for SRNL. Development of this document is the strategic planning process by which the Parties, through mutual consultation, reach agreement on the general types and levels of activity which will be conducted at the Laboratory for the designated period. It also serves as a baseline for placement of work at the Laboratory. The contents of the plan should include: Mission Overview, Funding by Source, Human Resources, Core Capabilities, Science Strategies for the Future, Major Initiatives, Infrastructure Plans, Mission Readiness and Strategic Partnership Projects. The Contractor shall submit an annual Laboratory Plan which provides

insight into accomplishments against this strategic document. The Contractor is expected to contribute to long range planning conducted by the Office of Environmental Management.

- (c) Budgetary Administration. DOE approval of program proposals and budget estimates will be reflected in work authorizations and financial plans developed and issued to the Contractor.

### **H.3 DOE-H-7003 CONTRACTOR ASSURANCE SYSTEM (SEP 2017) (REVISED)**

- (a) The Contractor shall develop and execute a contractor assurance system that is validated by the Contractor's Board of Directors (or equivalent corporate oversight entity) and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
  - (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
  - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
  - (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
  - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work process and to carry out independent risk and vulnerability studies.
  - (5) Identification and correction of negative performance/compliance trends before they become significant issues.
  - (6) Integration of the assurance system with other management systems including Integrated Safety Management.
  - (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Assure development of metrics and targets that result in efficient and cost-effective performance.

- (8) Continuous feedback and performance improvement.
- (9) An implementation plan (if needed) that considers and mitigates risks.
- (10) Timely and appropriate communication to the Contracting Officer, including electronic access, of assurance related information.

The initial contractor assurance system description shall be approved by the Contracting Officer.

- (b) The Government may revise its level and/or mix of oversight of this contract when the Contracting Officer determines that the assurance system is or is not operating effectively.

#### **H.4 DOE-H-7004 DEFENSE AND INDEMNIFICATION OF EMPLOYEES (SEP 2017)**

- (a) The Parties recognize that, under applicable State law, the Contractor could be required to defend and indemnify its officers and employees from and against civil actions and other claims which arise out of the performance of work under this contract. Except for defense costs made unallowable by law, Section I Clause entitled "DEAR 970.5232-2 – Payments and Advances", or the Major Fraud Act (41 U.S.C. §256(k)), the costs and expenses, including judgments, resulting from the defense and indemnification of employees from and against such civil actions and claims shall be allowable costs under this contract if incurred pursuant to the terms of Section I Clause entitled "DEAR 970.5228-1 – Insurance--Litigation and Claims".
- (b) Costs and expenses, including judgments, resulting from the defense and indemnification of employees from civil fraud actions filed in federal court by the Government will be unallowable where the employee pleads nolo contendere or the action results in a judgment against the defendant.
- (c) Where in accordance with applicable State law, the Contractor determines it must defend an employee in a criminal action, DOE will consider in good faith, on a case-by-case basis, whether the Contractor has such an obligation. If DOE concurs, the costs and expenses, including judgments, resulting from the defense and indemnification of employees shall be allowable.
- (d) The Contractor shall immediately furnish the Contracting Officer written notice of any such claim or civil action filed against any employee of the Contractor arising out of the work under this contract together with copies of all pleadings filed. The Contractor shall furnish to the Contracting Officer a written determination by the Contractor's counsel that the defense or indemnity of the employee is required by the provisions of applicable State law, that the employee was acting within the course and scope of employment at the time of the acts or omissions which gave rise

to the claim or civil action, and that any exclusions set forth under applicable State law for fraud, corruption, malice, willful misconduct, or lack of good faith on the part of the employee does not apply. A copy of any letter asserting a reservation of rights under applicable State law with respect to the defense or indemnification of such employee shall also be provided to the Contracting Officer. The costs associated with the settlement of any such claim or civil action shall not be treated as an allowable cost unless approved in writing by the Contracting Officer.

#### **H.5 DOE-H-7005 ADVANCE UNDERSTANDINGS REGARDING ADDITIONAL ITEMS OF ALLOWABLE AND UNALLOWABLE COSTS AND OTHER MATTERS (SEP 2017)**

Allowable costs under this contract shall be determined according to the requirements of Section I Clause entitled "DEAR 970.5232-2 – Payments and Advances". For purposes of effective contract implementation, certain items of cost are being specifically identified below as allowable and/or unallowable under this contract to the extent indicated:

(a) ITEMS OF ALLOWABLE COSTS:

- (1) Cost for the defense and indemnification of employees in accordance with the provisions of Section H Clause entitled "Defense and Indemnification of Employees".
- (2) Rentals and leases of land, buildings, and equipment owned by third parties, allowances in lieu of rental, charges associated therewith and costs of alteration, remodeling and restorations where such items are used in the performance of the contract, except that such rentals and leases directly chargeable to the contract shall be subject to such approval by the Contracting Officer.
- (3) Notwithstanding the provisions of FAR 31.205-44 (e), stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this contract but are participating in research, educational or training activities under this contract to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved by the Contracting Officer.
- (4) Notwithstanding the provisions of FAR 31.205-44 (e), payments to educational institutions for tuition and fees, or institutional allowances, in connection with fellowship or other research, educational or training programs for researchers and students who are not employed under this contract.

- (5) Costs incurred or expenditures made by the Contractor, as directed, approved or ratified by the Contracting Officer and not otherwise unallowable under any other provisions of this contract.
  - (6) Subject to any other limitations on allowability contained in this contract, costs incurred and expenditures made by the Contractor's Board of Directors (or equivalent corporate oversight entity), its members, committees, panels and support personnel in connection with performance of work under this contract. The Contractor shall provide to the Contracting Officer, for an allowability determination, an annual accounting of these costs incurred and expenditures made.
  - (7) Reachback costs for individuals from the home office directly supporting transition activities.
- (b) ITEMS OF UNALLOWABLE COSTS:
- (1) Premium Pay for wearing radiation-measuring devices for Laboratory and all-tier cost-type subcontract employees.
  - (2) Salaries or other salary-like compensation of the Contractor's Board members, or that of members of subcommittees of the Board who are employees of the Contractor, or the equivalent corporate oversight entity/entities.
  - (3) Home office expenses, whether direct or indirect, relating to activities of the Contractor, except as otherwise specifically agreed to elsewhere in this contract or subsequently in writing by the Contracting Officer.
- (c) OTHER MATTER:
- Pursuant to Section I Clause entitled "DEAR 970.5208-1 – Printing", the Contractor is authorized to certify, prior to the printing of individual jobs, that the use of more than one color of ink fulfills a specific functional need in accordance with the guidance provided in the Government Printing and Binding Regulations, Title 44 of the U.S. Code and DOE directives related thereto. This authorization is subject to the Contractor providing to the Contracting Officer, on an annual basis, a report on all multicolor printing activities supported with DOE funds.

#### **H.6 DOE-H-7006 ADMINISTRATION OF SUBCONTRACTS (SEP 2017)**

- (a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE.

- (b) The 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 entitled "Description/Specs/Work Statement" to be removed (de-scoped) from the contract in order to contract directly for the specific work activities. The Department will work with the Contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses. The Contractor agrees to facilitate these actions. This facilitation will include identifying direct contracting opportunities valued at \$5 million or above for small businesses for work presently performed under subcontracts, as well as work performed by contractor employees. The Contractor shall notify the DOE one-year in advance of the expiration of any of its subcontracts valued at \$5 million or above, or if applicable, one-year prior to the exercise of an option and/or the option notification requirement, if any, contained in the subcontracts. The DOE will review this information and the requirements of the Contractor to determine the appropriateness for small business opportunities. This review may result in the DOE electing to enter in contracts directly with small businesses for these areas of work. The Contracting Officer will give notice to the Contractor not less than 120 calendar days prior to the date for exercising the option and/or the expiration of the subcontract and/or prior to entering into contract for work being performed by contractor employees. Following award of these direct federal contracts, DOE may assign administration of these contracts to the Contractor. The Contractor agrees to accept assignments from the DOE for the administration of these contracts. The parameters of the Contractor's responsibilities for the small business contracts and/or changes, if any, to this contract will be incorporated via a modification to the contract. The Contractor will accept management and administration responsibilities, if so determined.
- (d) To the extent that DOE removes (de-scopes) work from this contract, any such removed or withdrawn work shall be treated as a change in accordance with Section I Clause entitled "DEAR 970.5243-1 – Changes". A "material change" for the purpose of this clause is defined as cumulative changes during a fiscal year that result in a plus or minus 10% change to the Laboratory's budget. To the extent that DOE assigns the administration of a contract to the Contractor, or removes (de-scopes) work, the Parties reserve the right to negotiate an equitable adjustment in the Contractor's annual available performance fee. The negotiation of fee will be in accordance with the Section I Clause entitled "DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount. The Parties will also negotiate appropriate adjustments to the Contractor's Subcontracting Plan or any other applicable contract terms and conditions impacted by such withdrawal or addition of work scope to recognize the changes to the Contractor's subcontracting base and goals.

## **H.7 DOE-H-7008 PRIVACY ACT RECORDS (SEP 2017)**

In accordance with the Privacy Act of 1974, 5 U.S.C. 552a (Public Law 93-579) and implementing DOE Regulations (10 CFR 1008), the Contractor shall maintain the following "Systems of Records" on individuals in order to accomplish the United States Department of Energy functions:

- (a) “Personnel Medical Records” (DOE-33) (Excepting Contractor Employees).
- (b) "Personnel Radiation Exposure Records" (DOE-35) respecting Contractor employees, DOE employees, and visitors to the Contract site.
- (c) “Employee and Visitor Access Control Records” (DOE-51).
- (d) “Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites” (DOE-52).

The parenthetical Department of Energy number designations for each system of records refers to the official "System of Records" number published by the United States Department of Energy in the Federal Register pursuant to the Privacy Act.

If DOE requires the Contractor to design, develop, or maintain additional systems of Government-owned records on individuals to accomplish an agency function in accordance with the Privacy Act of 1974 and 10 CFR 1008, the Contracting Officer, or designee, shall so notify the Contractor, in writing, and such Privacy Act system shall be deemed added to the above list whether incorporated by formal contract modification or not. The Parties shall mutually agree to a schedule for implementation of the Privacy Act with respect to each such system.

## **H.8 DOE-H-7009 ADDITIONAL DEFINITIONS (SEP 2017)**

- (a) “Contractor” means “the Offeror” as specified in Block 15A of Standard Form 33, Section A entitled “Solicitation, Offer and Award” of the contract.
- (b) The term “DOE” means the Department of Energy, “NNSA” means the National Nuclear Security Administration.
- (c) The term "DOE Directive" means DOE Policies, Orders, Notices, Manuals, Regulations, Technical Standards and related documents, and Guides, including for purposes of this contract those portions of DOE's Accounting and Procedures Handbook applicable to integrated Contractors, issued by DOE. The term does not include temporary written instructions by the Contracting Officer for the purpose of addressing short-term or urgent DOE concerns relating to health, safety, or the environment.
- (d) “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.
- (e) “Head of Contracting Activity” - As Designated by EM
- (f) “Laboratory” means the Savannah River National Laboratory (SRNL) composed of Government-owned and leased buildings and facilities together with the necessary

utilities, now existing or hereafter to be acquired, constructed and equipped. The SRNL main technical area covers approximately 39 acres. This area includes a total of three (3) Nuclear Hazard Category II and III facilities that have over 200,000 sq. ft. of radiologically controlled laboratory and process space, with 155 laboratories and 326 offices. Total footprint of SRNL buildings, facilities, and other structures is approximately 829,800 sq. ft. with an additional 58,850 sq. ft. of leased facility space (i.e., Aiken County Savannah River Research Campus, Aiken County Technology Laboratory, Hydrogen Technology & Energy Materials Research Labs), and, when complete, the approximately 65,000 sq. ft. Advanced Manufacturing Collaborative facility.

(g) The term “non-profit organization” means:

- (1) a university or other institution of higher education,
- (2) an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 as amended and exempt from taxation under section 501(a) and the Internal Revenue Code,
- (3) any nonprofit scientific or educational organization qualified as a nonprofit by the laws of the State of its organization or incorporation, or
- (4) a combination of qualifying entities organized for a nonprofit purpose (e.g., partnership, joint venture or limited liability company) each member of which meets the requirements of (1), (2), or (3) above.

(h) The term “Senior Procurement Executive” means for:

- (1) Department of Energy – Director, Office of Acquisition and Project Management; and
- (2) National Nuclear Security Administration – Associate Administrator for Acquisition and Project Management.

## **H.9 DOE-H-7010 SERVICE CONTRACT LABOR STANDARDS (SEP 2017)**

The Service Contract Labor Standards statute (formerly known as The Service Contract Act of 1965) is not applicable to this contract. However, in accordance with Section I Clause entitled “DEAR 970.5244-1 – Contractor Purchasing System”, subcontracts awarded by the Contractor are subject to the Standards to the same extent and under the same conditions as contracts awarded by DOE. The Contractor and the Contracting Officer shall develop a procedure whereby DOE will determine if the Service Contract Labor Standards statute is applicable to particular subcontracts. In cases determined to be covered by the Service Contract Labor Standards Statute, the Contractor shall prepare SF-98 and 98A “Notice of Intention to Make a Service Contract” (or documentation

considered equivalent by the Contracting Officer) and forward it to the Contracting Officer or his designee to obtain a wage determination.

#### **H.10 DOE-H-7011 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (SEP 2017)**

Except as otherwise may be approved, in writing, by the Contracting Officer, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this contract. "If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$15,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect."

#### **H.11 DOE-H-7013 SOURCE AND SPECIAL NUCLEAR MATERIAL (SEP 2017)**

The Contractor shall comply with all applicable regulations and instructions of DOE relative to the control of and accounting for source and special nuclear material (as these terms are defined in applicable regulations). The Contractor shall make such reports and permit such inspections as DOE may require with reference to source and special 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.

#### **H.12 DOE-H-7014 STANDARDS OF CONTRACTOR PERFORMANCE EVALUATION (SEP 2017)**

- (a) Use of objective standards of performance, self-assessment and performance evaluation:
  - (1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory management. The performance-based management approach will include the use of objective performance goals and indicators, agreed to in advance of each performance evaluation period, as standards against which the Contractor's overall performance of the scientific and technical mission obligations under this contract will be assessed. The performance criteria will be limited in number and focus on results to drive improved performance and increased effective and efficient management of the Laboratory.
  - (2) The Parties agree to utilize the process described within Section J, Attachment J-2 Performance Evaluation and Measurement Plan, to evaluate the performance of the Laboratory. The Parties further agree that the evaluation process described in

Section J, Attachment J-2 Performance Evaluation and Measurement Plan will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.

- (3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as the principal means of determining its compliance with the contract Statement of Work and performance indicators identified within Section J, Attachment J-2 Performance Evaluation and Measurement Plan. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organization, as appropriate, in the self-assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.
- (4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Section J, Attachment J-2 Performance Evaluation and Measurement Plan. The Contractor shall provide a formal status briefing at mid-year and year-end. Specific due dates and formats for the above-mentioned briefings shall be agreed to by the Laboratory Director and the Manager of Savannah River Operations Office and/or Director of Savannah River Laboratory Office.
- (5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this contract. The EM Laboratory Policy Office has the lead responsibility for oversight of the programs and activities conducted by the Contractor.
- (6) The Contracting Officer shall annually provide a written assessment of the Laboratory's performance to the Contractor, which shall be based upon the process described in Section J, Attachment J-2 Performance Evaluation and Measurement Plan. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating. The Contractor's self-assessment results, to include results of any third-party reviews which may have been conducted during the evaluation period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Section J, Attachment J-2 Performance Evaluation and Measurement Plan, that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., Office of Inspector General (OIG), Government Accountability Office (GAO), Defense Contract Audit Agency (DCAA), etc.) conducted

throughout the year, annual reviews (if needed), and DOE “for cause” reviews. Contractor success or failure in meeting performance expectations in a management or operating area may affect the level and/or mix of oversight attributed to a particular functional element.

(b) Standards of performance measure review:

- (1) The Parties agree to review the PEMP elements (goals, objectives, performance indicators, and expected levels of performance) contained in Section J, Attachment J-2 Performance Evaluation and Measurement Plan annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the goals, objectives, performance indicators, and expected levels of performance for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new goals, objectives, performance indicators and expected levels of performance and/or to modify and/or delete existing goals, objectives, performance indicators, and expected levels of performance. It is expected that the goals, objectives, performance indicators, and expected levels of performance will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may agree warrant recognition in the performance-based integrated management approach.
- (2) Failure to include an objective or performance indicator in the contract Section J, Attachment J-2 Performance Evaluation and Measurement Plan does not eliminate the Contractor’s obligation to comply with all applicable terms and conditions as set forth elsewhere within the contract.
- (3) In the event the Contracting Officer decides to exercise the rights set forth in paragraphs (a)(2), (a)(6) or (b)(1) above, he/she will notify the Contractor, in writing, of the intended decision 10 days prior to issuance.

(c) DOE Quality Assurance Surveillance Plan:

DOE’s Quality Assurance Surveillance Plan (QASP) for evaluating the Contractor’s performance under the contract shall consist primarily of the PEMP as called for within the Section I Clause entitled “DEAR 970.5203-1 – Management Controls”. The QASP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations and acceptable quality levels for each task, describes how performance will be monitored and measured; describes how the results will be evaluated; and states how the results will affect contract payment.

### **H.13 DOE-H-7015 CAP ON LIABILITY (SEP 2017)**

- (a) The Parties have agreed that the Contractor's liability, for certain obligations it has assumed under this contract, shall be limited as set forth in paragraph (b) below. These limitations or caps shall only apply to obligations the Contractor has assumed pursuant to the following clauses:
- (1) The Section I Clauses entitled "FAR 52.245-1 – Government Property" and "DEAR 970.5245-1 – Property", paragraph (f)(1)(i)(C);
  - (2) The Section I Clause entitled "DEAR 970.5228-1 – Insurance--Litigation and Claims", paragraph (f); with respect to prudent business judgment only; and
  - (3) The Section I Clause entitled "DEAR 970.5228-1 – Insurance--Litigation and Claims", paragraph (g)(2); except for punitive damages resulting from the willful misconduct or lack of good faith on the part of the Contractor's managerial personnel as defined in the Section I Clauses entitled FAR 52.245-1 Government Property" and "DEAR 970.5245-1 – Property".
- (b) Unless otherwise prohibited by law or regulation, the Contractor shall be liable each fiscal year for an amount not-to-exceed 1.25 times the maximum performance fee available for that fiscal year. The annual cap which will apply shall be based on the fiscal year in which the Contractor's act or failure to act was the proximate cause of the liability assumed by the Contractor. In the event the Contractor's act or failure to act overlaps more than one (1) fiscal year, the limitation will be the annual limitation for the last fiscal year in which the Contractor's act or failure to act occurred. If the Contractor's cumulative obligations for a fiscal year equal the amount of the annual limitation of liability, the Contractor shall have no further responsibility for the costs of the liabilities it has assumed for that fiscal year pursuant to (a)(1) through (3) above.

### **H.14 DOE-H-7016 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS (SEP 2017)**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

### **H.15 DOE-H-7017 APPLICATION OF DOE CONTRACTOR REQUIREMENTS DOCUMENTS (SEP 2017)**

- (a) Performance. The Contractor will perform the work of this contract in accordance with each of the Contractor Requirements Documents (CRDs) appended to this contract as Section J, Attachment J-5 List of Applicable Laws and Regulations (List A)/DOE Directives (List B), until such time as the Contracting Officer approves the substitution of an alternative procedure,

standard, system of oversight, or assessment mechanism resulting from the process described below.

- (b) Laws and Regulations Excepted. The process described in this clause shall not affect the application of otherwise applicable laws and regulations of the United States, including regulations of the Department of Energy.
- (c) Deviation Processes in Existing Orders. This clause does not preclude the use of deviation processes provided for in existing DOE directives.
- (d) Proposal of Alternative. The Laboratory Director may, at any time during performance of this contract, propose an alternative procedure, standard, system of oversight, or assessment mechanism to the requirements in a listed CRD by submitting to the Contracting Officer a signed proposal describing the nature and scope of the alternative procedure, standard, system of oversight, or assessment mechanism (alternative), the anticipated benefits, including any cost benefits, to be realized by the Contractor in performance under the contract, and a schedule for implementation of the alternate. In addition, the Contractor shall include an assurance signed by the Laboratory Director that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Upon request, the Contractor shall promptly provide the Contracting Officer any additional information that will aid in evaluating the Contractor's proposal.
- (e) Action of the Contracting Officer. The Contracting Officer shall within 60 days:
  - (1) deny application of the proposed alternative;
  - (2) approve the proposed alternative, with conditions or revisions;
  - (3) approve the proposed alternative; or
  - (4) provide a date by which a decision will be made (not to exceed an additional 60 days).
- (f) Implementation and Evaluation of Performance. Upon approval in accordance with (e)(2) or (e)(3) above, the Contractor shall implement the alternative. In the case of a conditional approval under (e)(2) above, the Contractor shall provide the Contracting Officer with an assurance statement, signed by the Laboratory Director, that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Additionally, the statement shall describe any changes to the schedule for implementation. The Contractor shall then implement the revised alternative. DOE will evaluate performance of the approved alternative from the date scheduled by the Contractor for implementation.
- (g) Application of Additional or Modified CRDs. During performance of the contract, the Contracting Officer may notify the Contractor that he or she intends to unilaterally add CRDs not then listed in Section J, Attachment J-5 entitled "List of Applicable Laws and Regulations (List A)/DOE Directives (List B)" or modifications to listed CRDs. Upon receipt of that notice, the Contractor, within 30 calendar days, may, in accordance with paragraph (d) of this clause,

propose an alternative procedure, standard, system of oversight, or assessment mechanism. The resolution of such a proposal shall be in accordance with the process set out in paragraphs (e) and (f) of this clause. If an alternative proposal is not submitted by the Contractor within the 30 calendar day period, or, if made, is denied by the Contracting Officer under paragraph (e), the Contracting Officer may unilaterally add the CRD or modification to Section J, Attachment J- 5 entitled "DOE Directives/List B". The Contractor and the Contractor Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, resulting from the addition of the CRD or modification.

- (h) Deficiency and Remedial Action. If, during performance of this contract, the Contracting Officer determines that an alternative procedure, standard, system of oversight, or assessment mechanism adopted through the operation of this clause is not satisfactory, the Contracting Officer may, in his or her sole discretion, determine that corrective action is necessary and require the Contractor to prepare a corrective action plan for the Contracting Officer's approval. If the Contracting Officer is not satisfied with the corrective action taken, the Contracting Officer may direct corrective action to remedy the deficiency, including, if appropriate, the reinstatement of the CRD.

#### **H.16 DOE-H-7018 EXTERNAL REGULATION (SEP 2017)**

The Parties commit to full cooperation with regard to complying with any statutory mandate regarding external regulation of Laboratory facilities, whether by the Nuclear Regulatory Commission, the Occupational Safety and Health Administration, and/or state and local entities with regulatory oversight authority, and including but not limited to the conduct of pilot programs simulating external regulation, and the application for materials, facilities, or other licenses by or on behalf of the DOE.

#### **H.17 DOE-H-7019 SEPARATE ENTITY AND CORPORATE GUARANTEE (SEP 2017)**

- (a) The work performed under this contract shall be by a separate entity, either an autonomous organization or an identifiable separate operating unit of a parent organization. The separate entity, whether a new corporate or legal entity formed solely to perform this contract or as a qualifying part of an existing legal or corporate entity, must be set up solely to perform this contract.
- (1) The separate entity shall perform no other commercial work for work for other Government agencies except as may be authorized under the terms of this contract.
- (2) The contractor shall not utilize or otherwise divert contractor employees to other corporate work except as may be authorized under the terms of this contract or as otherwise authorized by the Contracting Officer.

- (b) If the Contractor forms a new separate corporate or legal entity from its parent organization(s) to perform the work under this contract, the new separate corporate or legal entity shall also be totally responsible for all contract activities.
- (1) The Contractor shall provide a guarantee of performance from its parent company in the form set forth in Section J, Attachment J-8 Performance Guarantee Agreement. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor.
- (2) In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

#### **H.18 DOE-H-7020 RESPONSIBLE CORPORATE OFFICIAL (SEP 2017) (REVISED)**

The Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor separate entity performing the contract, and who is accountable for the Contractor regarding Contractor performance issues:

Name: Dr. Ronald Townsend  
Position: Executive Vice President, Global Laboratory Operations  
Company/Organization: Battelle Memorial Institute  
Address: 505 King Ave., Columbus, OH 43201  
Phone: 614-424-5200  
Facsimile: 614-458-5201  
Email: [townsendr@battelle.org](mailto:townsendr@battelle.org)

DOE expects the Responsible Corporate Official to proactively work with the parent companies to ensure contract performance issues are prevented or identified as early as possible with appropriate notification to DOE with a mitigation strategy. Should the responsible parent corporate official change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

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

Corporate Board of Directors (or equivalent corporate oversight entity):

Name: Dr. Ronald Townsend  
Position: Executive Vice President, Global Laboratory Operations

Company/Organization: Battelle Memorial Institute  
Address: 505 King Ave., Columbus, OH 43201  
Phone: 614-424-5200  
Facsimile: 614-458-5201  
Email: [townsendr@battelle.org](mailto:townsendr@battelle.org)

Name: Aimee Kennedy  
Position: Senior Vice President, Human Resources  
Company/Organization: Battelle Memorial Institute  
Address: 505 King Ave., Columbus, OH 43201  
Phone: 614-424-4460  
Facsimile: 614-458-4460  
Email: [kennedya@battelle.org](mailto:kennedya@battelle.org)

Name: Kelly Beierschmitt  
Position: Deputy Director, Operations  
Company/Organization: Los Alamos National Laboratory (Triad National Security, LLC)  
Address: P.O. Box 1663, MS A100, Los Alamos, NM 87545  
Phone: 505-667-5101  
Facsimile: N/A  
Email: [beierschmitt@lanl.gov](mailto:beierschmitt@lanl.gov)

Scott Branham  
Position: Director, Business Services and Chief Financial Officer  
Company/Organization: Oak Ridge National Laboratory (UT-Battelle, LLC)  
Address: P.O. Box 2008 Oak Ridge, Tennessee 37831  
Phone: 865-241-7614  
Facsimile: N/A  
Email: [branhams@ornl.gov](mailto:branhams@ornl.gov)

Name: Jud Virden  
Position: Associate Laboratory Director for the Energy and Environment Directorate  
Company/Organization: Pacific Northwest National Laboratory (Battelle Memorial Institute)  
Address: 902 Battelle Boulevard, P.O. Box 999, Richland, WA 99352  
Phone: 509-375-6512  
Facsimile: N/A  
Email: [jud.virden@pnnl.gov](mailto:jud.virden@pnnl.gov)

Name: Dr. Tanju Karanfil  
Position: Vice President for Research  
Company/Organization: Clemson University  
Address: 230 Kappa Street, Suite 200, Clemson, SC 29634  
Phone: 864-656-7701  
Facsimile: 864-656-7700  
Email: [tkaranf@clemson.edu](mailto:tkaranf@clemson.edu)

Name: Dr. Chaouki Abdallah  
Position: Executive Vice President for Research  
Company/Organization: Georgia Institute of Technology on behalf of the Georgia Tech Research Corporation  
Address: Georgia Institute of Technology, North Avenue, Atlanta GA 30332  
Phone: 404-894-8805  
Facsimile: 404-894-7035  
Email: [ctabdallah@gatech.edu](mailto:ctabdallah@gatech.edu)

Name: Mr. James Clark  
Position: President  
Company/Organization: South Carolina State University  
Address: 300 College Street NE, Orangeburg, SC 29117  
Phone: 803-536-7013  
Facsimile: 803-533-3622  
Email: [jclark@scsu.edu](mailto:jclark@scsu.edu)

Name: Dr. David Lee  
Position: Vice President for Research  
Company/Organization: University of Georgia on behalf of the University of Georgia Research Foundation, Inc.  
Address: 150B Paul D. Coverdell Center, 500 D.W. Brooks Drive, Athens, GA 30602  
Phone: 706-542-5969  
Facsimile: 706-542-5946  
Email: [dclee@uga.edu](mailto:dclee@uga.edu)

Name: Dr. Prakash Nagarkatti  
Position: Vice President for Research  
Company/Organization: University of South Carolina  
Address: 202 Osborne Administrative Building, Columbia, SC 29208  
Phone: 803-777-5458  
Facsimile: 803-777-5457  
Email: [prakash@mailbox.sc.edu](mailto:prakash@mailbox.sc.edu)

Should any change occur to the Corporate Board of Directors (or equivalent corporate oversight entity), 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 (or equivalent corporate oversight entity) shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through a robust performance assurance system and support in accordance with DOE Order 226.1 *Implementation of Department of Energy Oversight Policy* and the Section H clause entitled *Contractor Assurance System*. The Contractor shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE-EM senior management review. This rigorous, risk-informed, and credible self-assessment and feedback shall include individual project performance, technical solutions, as needed, and appropriate coverage of

potentially high consequence activities under contract. The annual contractor performance assessment shall consider the execution of the requirements of this clause.

## **H.19 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS**

### **(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:

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.

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.

An Annual Compensation and Benefits Report no later than March 15<sup>th</sup> 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 of the incumbent Contractor. (Full Service, Fixed Term and those Limited Service Employees working at least 20 hours per week—see L-4 Workforce by Appointment Category).

(A) Pay. Subject to the Workforce Transition Clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by Savannah River Nuclear Solutions, LLC 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 (as defined in (d) (1) above) comparable to that provided by Savannah River Nuclear Solutions, LLC. 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) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund 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** percent in total.
    - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
    - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP 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 to 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 CIP approval 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 stated).
- (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. 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.

- (ii) Is offered employment with a successor/replacement Contractor,
  - (iii) Is offered employment with a parent or affiliated company, or
  - (iv) 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 or 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 two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the 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 the 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 defined benefit pension plan 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 (see (n) Definitions at the end of this clause) 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. All plan sponsors shall have responsibility for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). All plan sponsors will have representation on the Pension and Savings Administrative Committee. Savannah River Nuclear Solutions (or its successor) is the Plan Administrator. 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 plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the 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 no 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 than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
- (2) Contractors that sponsor multi-employer 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 November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st

of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(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:

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.

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

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

- (1) At least sixty (60) days prior to the adoption of 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.

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

- a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout,
- an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs,
- 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,
- the Summary Plan Description, and
- 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:

- demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
- provide the dollar estimate of savings or costs, and
- 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

**Commingled Plans.** Cover employees from the Contractor's private operations and its DOE contract work.

**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.

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

**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.

**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.

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.

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.

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

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

## **H.20 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS**

(a) Service Credit. The Contractor shall provide pension and other benefit plans to Incumbent Employees (as defined in H.19 (d) (1)) and all other employees hired by the Contractor and service credit for leave as set forth below:

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

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

(b) Allowable Salary for Key Personnel, if required: Within 20 days after the start of the transition period, or as identified by the CO, the Contractor shall submit EM proposed allowable base salaries to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

## **H.21 DOE-H-7021 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS (SEP 2017)**

- (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 SRNL (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 spin-off. DOE and the Contractor(s) shall establish an effective date of spin-off. On or before the same day as the Contractor notifies the IRS of the spin-off 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.22 DOE-H-7022 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATIONS OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (SEP 2017)**

- (a) The Contractor shall accept, in its own name, service of notices of violations or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this contract.
- (b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

## **H.23 DOE-H-7023 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR**

- (a) The Parties commit to full cooperation with regard to acquiring any necessary permits or licenses required by environmental, safety and health (ES&H) laws, codes, ordinances, and regulations of the United States, states or territories, municipalities or other political subdivisions, and which are applicable to the performance of work under this contract. It is recognized that certain ES&H permits will be obtained jointly as co-permittees, and other permits will be obtained by either party as the sole permittee. The Contractor, unless otherwise directed by the Contracting Officer, shall procure all necessary non-ES&H permits or licenses.
- (b) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "Parties", for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, including the Interagency Agreement (Administrative Docket No.: II-CERCLA-FFA-00202, Spring 1992), consent orders, permits, and licenses.
- (c)
  - (i) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the

violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both Parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. The allowability of the costs associated with fines and penalties assessed against the Contractor shall be subject to the other provisions of this contract.

- (ii) In the event that the Contractor is deemed to be the primary party causing the violation, and the costs of fines and penalties proposed by the regulatory agency to be assessed against the Government (or the Government and Contractor jointly) are determined by the Government to be presumptively unallowable if allocated against the Contractor, then the Contractor shall be afforded the opportunity to participate in negotiations to settle or mitigate the penalties with the regulatory authority. If the Contractor is the sole party of the enforcement action, the Contractor shall take the lead role in the negotiations and the Government shall participate and have final authority to approve or reject any settlement involving costs charged to the contract.
- (d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this contract, and the Contractor has been directed by the Contracting Officer to obtain such permits after the Contractor has notified the Contracting Officer of the costs of complying with such conditions, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with the acceptable form of financial responsibility. Under no circumstances shall the Contractor be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

#### **H.24 DOE-H-7024 WORKERS' COMPENSATION INSURANCE (SEP 2017)**

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (e.g., salary continuation and/or short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to \$25,000. Settlement claims above the \$25,000 require Contracting Officer approval.

- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

#### **H.25 DOE-H-2080 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)**

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

#### **H.26 DOE-H-7025 LABOR RELATIONS (SEP 2017) (REVISED)**

*Except for paragraphs (a) and (g), please note that the rest of this clause is not currently applicable, but will become applicable if a collective bargaining agreement is established.*

- (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) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this Contract.
- (c) The Contractor shall submit its economic bargaining parameters to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of the contract.
- (d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR 22.1 and DEAR 970.2201 and all applicable Federal and State Labor Relations laws.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such collective bargaining agreements entered into during the Contract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the collective bargaining agreement will be settled without resorting to strike, lockout, or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.
- (f) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer of labor relations issues, including, but not limited to, organizing efforts, unfair labor practice, picketing, labor arbitrations, National Labor Relations Board (NLRB) charges, legal or judicial proceedings, and settlement agreements, and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (g) The Contractor shall immediately notify the Contracting Officer of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

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

## **H.27 DOE-H-7026 ADDITIONAL LABOR REQUIREMENTS (SEP 2017) (Revised)**

The Contractor shall conduct payroll and job-site audits and conduct investigations of complaints as authorized by DOE on all Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act) activities, including any subcontracts, as may be necessary to determine compliance with the statute. The Contractor shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts. Where violations are found, the Laboratory shall report them to DOE Contracting Officer. The Contracting Officer may require that the Contractor assist in the determination of the amount of restitution and withholding of funds from a subcontractor so that sufficient funds are withheld to provide restitution for back wages due for workers inappropriately classified and paid, fringe benefits owed, overtime payments due, and liquidated damages assessed.

When performing work subject to the Wage Rate Requirements (Construction), the Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, *Notice to Employees*

*Working on Federal or Federally Assisted Construction Projects and/or WH-1313, Notice to Employees Working on Government Contracts.*

The Contractor shall notify the Contracting Officer of any complaints and significant labor standards violations whether caused by the Contractor or subcontractors. The Laboratory shall assist DOE and/or the Department of Labor in the investigation of any alleged violations or disputes involving labor standards. The Contractor shall furnish a Davis-Bacon Semi-Annual Enforcement Report, Form OMB 1910-5165, to DOE by April 21 and October 21 each year.

#### **H.28 DOE-H-7027 DOE MENTOR-PROTÉGÉ PROGRAM (SEP 2017)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Consistent with the provisions set forth in DEAR 919.70, the Contractor shall mentor at least one (1) active Protégé company at all times during the performance of this contract. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the contract.

#### **H.29 DOE-H-7028 LOBBYING RESTRICTION (SEP 2017)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 USC § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.30 DOE-H-7029 INTELLECTUAL AND SCIENTIFIC FREEDOM (SEP 2017)**

- (a) The Parties recognize the importance of fostering an atmosphere at the Laboratory conducive to scientific inquiry and the development of new knowledge and creative and innovative ideas related to national interests.
- (b) The Parties further recognize that the free exchange of ideas among scientists and engineers at the Laboratory and colleagues at universities, colleges, and other laboratories or scientific facilities is vital to the success of scientific, engineering, and technical work performed by Laboratory personnel.
- (c) The Parties also recognize that protecting proprietary and national security interest, information and assets is a paramount concern and duty of the Laboratory and its personnel.

- (d) In order to further the goals of the Laboratory and the national interest, as well as protect proprietary information and national security, it is agreed by the Parties that the scientific and engineering personnel at the Laboratory shall be accorded the rights of publication or other dissemination of research, and participation in open public debate and in scientific, educational, or professional meetings and conferences, subject to limitations included in technology transfer agreements, work for other agreements, and such other limitations as may be required by the terms of this contract. Nothing in this clause is intended to interfere with the obligations of the Parties, including all Laboratory personnel, to protect proprietary, classified, Privacy Act, or other sensitive information as provided for or required by law, regulation, Department of Energy Directive or Order, or elsewhere in this contract.

### **H.31 DOE-H-7030 CONFERENCE SPENDING (MANAGEMENT AND OPERATING CONTRACTS) (SEP 2017)**

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.32 DOE-H-7031 INFORMATION TECHNOLOGY ACQUISITIONS (SEP 2017)**

All information technology acquisitions shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> commensurate with the mission of the contract and conducive to the research and development efforts of the laboratory. This requirement shall be included in all subcontracts which are for information technology acquisitions; and the Laboratory CIO shall annually certify to the Contracting Officer that this requirement is being incorporated into information technology acquisitions.

### **H.33 DOE-H-7032 WORK PROGRAMS (SEP 2017)**

- (a) Work programs shall be developed by the Contractor and approved by DOE in accordance with applicable DOE directives, and shall constitute work to be performed under this contract during the pertinent periods involved. Such work programs may include program and project performance objectives and milestones. The Contractor shall consult with DOE, as necessary, during the process of developing work programs. Subject to the other provisions of this contract, changes in the agreed work program, not constituting major changes, may be made by the Contractor when it appears to the Contractor, to be in the best interest of the scientific and technical objectives of the agreed work program to do so. It is understood that the nature of the research and development work under this contract is of a specialized character not readily reducible to production schedules. In view of these circumstances, it is agreed that the research and development work is performed on a best effort basis.
- (b) Due to the critical character of the work from the standpoint of national significance, it is understood by the Parties hereto that very close collaboration will be required between the Contractor and DOE with respect to direction, emphasis, trends and adequacy of the total program.
- (c)
  - (1) The annual work program and budget are principal devices used by DOE in program development, integration, execution, and cost estimating. To make the work program and budget most effective in assuring comprehensive coverage of DOE missions, it is the responsibility of DOE to keep the operators of DOE's laboratories continually advised of DOE's overall program goals, scientific and technological problems, and its current long-range objectives. In light of such information, the Contractor will propose possible new objectives and present preliminary work programs in the area of its competence which, from its point of view, will either strengthen the overall DOE program or provide additional support in areas which, in

the Contractor's judgment, are being inadequately exploited, or initiate new areas of investigation which appear of potential importance.

- (2) It is the responsibility of DOE to formulate overall program budgets, taking into consideration the proposals submitted by the Contractor, consistent with funds appropriated by the Congress and all its other program needs.
  - (3) The Contractor shall prepare a final work program and budget consistent with DOE's overall program budget. Upon DOE approval, it is the Contractor's responsibility to conduct its work program within limits established by these approvals unless and until they are modified by DOE.
- (d) In accordance with the basic considerations stated in paragraph (c) above, the Contractor and DOE will utilize the Program Budget procedures on a Government fiscal year basis for the establishment of the Laboratory Program Budget. Procedures for the presentation of work programs and cost estimates shall be jointly developed. In order to meet the requirements of Government budgetary practice, the Parties agree:
- (1) As early as possible in each calendar year, DOE shall supply the Contractor with the dollar amounts for the Laboratory contained in the President's Budget, with Program assumptions and guidance which the Contractor will be expected to consider in the development of its program and budget, and with all changes to existing budget and accounting policies and procedures to be used in the current budget preparation.
  - (2) Prior to April 1 (or such other date as may be agreed upon) the Contractor shall submit to DOE for approval a comprehensive work program for the next two (2) fiscal years, together with a description of the current work program, and the Contractor shall submit a budget estimate for the next two (2) fiscal years, together with a revised budget estimate for the current fiscal year.
  - (3) As soon as possible after October 1 of each year, DOE shall issue Work Authorizations and an Approved Funding Program to the Contractor for the current fiscal year.
- (e)
- (1) DOE approved work programs, program performance expectations and milestones as appropriate, and budget estimates shall be reflected in Work Authorizations/Annual Program Letters/Activity Data Sheets/Program Baseline Summaries and Approved Funding Programs. These documents will be issued to the Contractor as soon as possible after funds become available. If, in preparing Work Authorizations/Annual Program Letters/Activity Data Sheets/Program Baseline Summaries and Approved Funding Programs, it is determined that changes are needed in the work program and budget estimates submitted by the Contractor, DOE and the Contractor shall agree upon the changes in the work before final issuance of these documents, provided, however, that nothing herein shall preclude DOE from directing a change in the work pursuant to the Section I Clause entitled

“DEAR 970.5243-1 – Changes”.

- (2) The Work Authorizations/Annual Program Letters, and with respect to any work that may be funded by the Office of Environmental Management, Program Baseline Summaries and Approved Funding Programs, specify the funds available for work under the contract for the fiscal year and, in addition, may establish limitations on costs to be incurred for individual portions of the work. The Contractor shall comply with such limitations and shall promptly notify the Contracting Officer, in writing, whenever it becomes apparent that there is likely to be an overrun with respect to any specific limitation in the Work Authorization/Annual Program Letters, and with respect to any work that may be funded by the Office of Environmental Management, Program Baseline Summaries, and Approved Funding Programs. Funds made available for work under the contract, and set forth in Approved Funding Programs or other funding documents, shall not be reduced except by written agreement of the Parties.
- (3) Additional programs and projects to be conducted at the Laboratory within the scope of the contract may be established by agreement between the DOE and the Contractor.
- (f) A contract modification shall be issued to the Contractor on or before September 30 of each year (or such other date as may be agreed upon) to provide additional funds, and further contract modifications may be issued or entered into from time to time to provide appropriate modifications in the total amount of funds made available under the contract. DOE agrees to use its best efforts to provide stable funding in support of the contract work and it is DOE's intention that there shall be so provided at all times sufficient funds to support the work program at the level authorized by DOE.
- (g) During the course of the work, DOE shall review the work program and its costs based upon information submitted by the Contractor and may, after consultation with the Contractor, revise the Work Authorizations and Approved Funding Programs established by DOE under paragraph (e) above. The Contractor shall make any necessary revisions to the documents cited in this clause consistent with DOE direction.
- (h) It is the intent of the Contractor and DOE to agree from time to time upon long-term work programs covering certain portions of the work to be performed under this contract.
- (i) The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.

#### **H.34 DOE-H-7033 SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT (SEP 2017)**

If the Contractor elects to use a Special Financial Institution Account Agreement, it shall be in accordance with DOE requirements (Financial Management Handbook, Chapter 6) and appended to the Contract in Section J, Attachment J-3 entitled “Special Financial Institution Account Agreement”.

#### **H.35 DOE-H-7035 ACTIVITIES DURING CONTRACT TRANSITION (SEP 2017) (REVISED)**

- (a) The Contractor will commence Transition Activities immediately after the Notice to Proceed is issued by the Contracting Officer and complete the following activities (to the extent identified in the Contractor’s proposal and the clause here in) within 120 days, except as otherwise authorized by the Contracting Officer. It is currently estimated that transition activities will be completed 120 days after the Notice to Proceed. After completion of these activities, and such other Transition Activities as may be authorized by the Contracting Officer, the Contractor shall advise the Contracting Officer that it is ready to assume full responsibility for the Laboratory. Upon receipt of written notification from the Contracting Officer that the Transition Activities are considered complete, the Contractor shall assume full responsibility for the Laboratory, effective 12:01 A.M., the next day.
- (1) Scientific Research. Complete the activities that will allow the Contractor to assume control of SRNL’s scientific programs and facilities.
  - (2) Management Systems. Analyze, enhance, modify or replace, if needed, the existing management systems {e.g., Finance, Property, Procurement, Human Resources, Information Management, Real Property Asset Management, Mission Computing Services, Integrated Safety Management System (including the Environmental Management System)} to assure system adequacy.
  - (3) Assignment of Existing Agreements. Initiate and complete the planning to assume the responsibility for existing regulatory (e.g., environmental permits) and commercial agreements (e.g., subcontracts, purchase orders, etc.) to be assigned to the Contractor by the Incumbent Contractor, or otherwise taken over by the Contractor.
  - (4) Joint Reconciliation Property Inventory. Initiate and complete the planning for a joint reconciliation property inventory with the Incumbent Contractor, as stated in Section I Clauses entitled “DEAR 970.5244-1(k) – Contractor Purchasing System”, “FAR 52.245-1 Government Property”, and “DEAR 970.5245-1(i)(2)(ii) – Property”, in accordance with overall guidance provided by the Contracting Officer.
  - (5) Litigation Management. Contractor shall consult with the Incumbent Contractor and DOE to determine whether the Contractor should assume some level of management

of any litigation resulting from laboratory operations predating the effective date of this contract. The decision should be based on consideration of cost efficiency, named parties and DOE litigation management regulations and guidelines.

(6) Human Resources

- (A) The Contractor will transition the workforce without break in service as operations cease under Contract No. DE-AC09-08SR22470 per Section H clause entitled, Workforce Transition and Employee Hiring Preference Including Through Period of Performance.
- (B) The Contractor will conduct work force planning, documented in the form of a plan, to be submitted to the Contracting Officer for review and approval at the end of the transition period. The Plan will identify critical-skills necessary to meet mission and contract requirements, provide a gap analysis, and outline the strategy for the recruitment and/or retention of those skills.
- (C) If the Contractor intends to utilize “Joint Appointees”, determine how said “Joint Appointees” will be utilized; terms to be utilized; and a description of the reimbursement process to be negotiated with the appointees’ home organization(s).
- (D) Review applicable collective bargaining agreements, and/or project labor agreements and initiate contact with the representatives of the various unions.
- (E) Provide to the Contracting Officer for approval, the Contractor Employee Total Compensation Plan required under the Section H Clause entitled “Employee Compensation: Pay and Benefits”, specifically addressing:
  - (i) The framework for the pension and health/welfare benefits applicable to the transferring workforce, with assessments in the form of a Benefit Value Study and Cost Comparison Survey, as described under the Section H Clause entitled “Employee Compensation: Pay and Benefits”, demonstrating comparability of value and cost relative to the pension and benefits provided by the Incumbent Contractor (SRNS). Guidance on acceptable Benefit Value and Cost Comparison tools will be provided by the Contracting Officer.
  - (ii) The framework of the total compensation package applicable to new hires under the contract.
- (F) Determine the strategy for meeting the requirements identified in Section H Clause entitled “Employee Compensation: Pay and Benefits” pertaining to pensions.

- (G) If desired, propose an incentive compensation strategy for “Key Personnel,” other management personnel, and other employees, as appropriate, that meets the criteria of the DOE Acquisition Guide, 70.3102-05-6, *Contractor Compensation - Variable Pay*, which can be located on the internet at <https://www.energy.gov/management/downloads/department-energy-acquisition-guide>.
  - (H) Initiate the change in sponsorship of benefit programs, as applicable.
  - (I) Initiate analysis of workers’ compensation program relative to SRNL liabilities.
- (7) Worker Safety and Health Program (WS&H), Environment, Safety and Health (ES&H), Safeguards and Security (S&S)
  - (A) The Contractor shall submit its strategy for blue-sheeting the current WS&H, ES&H, and S&S programs or submitting new plans as part of its transition plan.
  - (B) The Contractor shall have blue-sheeted or submitted new plans and obtained DOE approval for each of these plans (WS&H, ES&H and S&S) before the transition period ends.
- (8) Contractor’s Resources. Within 60 days after the start of the transition period, the Contractor shall submit a completed Attachment J-14 *Contractor’s Resources*, identifying and detailing the integration of resources that will be provided at no cost to the Government, as discussed in L.14 *Proposal Preparation Instructions, Volume II - Laboratory Vision*, for review and approval by the Contracting Officer. After approval, Attachment J-14 *Contractor’s Resources* will be incorporated into the Contract to codify the resource commitments.
- (b) Contractor agrees to perform the activities set forth in paragraph (a) above, including relocation of Contractor’s “Key Personnel,” as described in its Cost Proposal, at an allowable cost not to exceed \$5,898,916.00. Allowable costs included in the proposed transition ceiling amount that are incurred after the transition period ends may be reimbursed against the transition ceiling (e.g., completion of the relocation process for Key Personnel, return trip of transition team personnel after completion of transition, etc.). The Contractor’s transition costs shall be separately accounted for and maintained after the transition period. In the event the actual cost of said activities exceeds such amount, including any costs for relocation of Contractor’s “Key Personnel” incurred after the conclusion of the transition period, Contractor agrees that it will be solely responsible for costs greater than said amount.
- (c) During the Transition Period only, the Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the Contract. The Contractor shall submit vouchers electronically through the DOE Office of Finance and Accounting Payment Services Team Vendor

Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning Contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>. A paper copy of a voucher that has been submitted electronically will not be accepted. Billing procedures for the Transition Period will be finalized during the post-award conference, and will be in accordance with all applicable regulations and best practices.

- (d) Under the prior contract for the management and operation of SRNL, the Contractor performed work which was subject to indemnification under P.L. 85-804. Such work may continue under the Statement of Work for this new contract. If the awardee determines that it requires P.L. 85-804 indemnification, the awardee shall prepare and submit to the Contracting Officer, a P.L. 85-804 indemnification request as early as possible to ensure continuity of work.

Under the prior contract for the management and operation of SRNL, the previous Contractor participated in the Department's Non-Federal Agreements for Commercializing Technology (ACT). If the awardee determines that it wished to participate in the ACT Pilot program, the awardee shall prepare and submit to the Contracting Officer its request with implementing procedures as early as possible to ensure continuity of the program.

### **H.36 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES, INCLUDING THROUGH PERIOD OF PERFORMANCE**

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

- (a) The Contractor shall provide Incumbent Employees, during the transition period, preferences in hiring for vacancies at the Savannah River National Laboratory for non-managerial positions (i.e., all those below the first line of supervision) in accordance with the hiring preferences in paragraphs (1) and (2) below, in descending order of priority, any applicable collective-bargaining agreement(s), the site seniority list(s) as provided to the Contractor by the Contracting Officer, and applicable law.
  - (1) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the Notice to Proceed.
  - (2) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (1), but who meet the qualifications for another position.
- (b) The Contractor shall provide, throughout the period of performance, preferences in hiring for vacancies at the Savannah River National Laboratory for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.

- (1) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at Savannah River National Laboratory, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.
- (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (A) and (B), in descending order of priority, who are eligible for the hiring preference in the Section I clause entitled "DEAR 952.226-74, Displaced Employee Hiring Preference," consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of former employees:
  - (A) Former employees of the Incumbent Contractor or any other DOE contractor [or subcontractor of a DOE contractor] at Savannah River National Laboratory.
  - (B) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.
- (3) The Contractor shall give a preference in hiring to individuals who (A) were formerly employed at Savannah River National Laboratory; and (B) were involuntarily separated (other than for cause) from their employment at Savannah River National Laboratory; and (C) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under this Contract.
- (4) The Contractor shall give a preference in hiring to individuals (A) who have separated from employment at the Savannah River National Laboratory for any reason other than for cause; (B) who are not precluded from seeking employment with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (C) who are qualified for a particular position.

### **H.37 WORKFORCE RESTRUCTURING**

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in

accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (A) The separating employee is leaving voluntarily;
  - (B) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short term program;
  - (C) The replacement results in a net reduction in headcount and costs of regular employees; and
  - (D) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
- (d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.
- (e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 60 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans 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-assistantgeneral-counsel-labor-and-pension>.

- (f) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.
- (i) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- (j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (k) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

### **H.38 DISPLACED WORKER MEDICAL BENEFIT PROGRAM**

Contractor employees who separate from employment voluntarily or involuntarily (other than for cause) and who were eligible for medical insurance coverage under the contractor's plan at the time of separation from employment are eligible for medical coverage under the DOE Displaced Workers' Medical Benefits Program or the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), provided they are not eligible for coverage under another plan, e.g. another employer's group health plan, the contractor's Retiree Medical Plan, a spouse's medical plan, or Medicare, based on the following schedule:

- (1) First Year: The Contractor's contribution for an active employee.
- (2) Second Year: One half of the Contractor's COBRA premium.
- (3) Third and Subsequent Years: Full COBRA premium plus reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

Eligibility is determined in accordance with Departmental guidance on workforce restructuring.

### **H.39 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES**

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for Contracting Officer approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences, and Section I clause entitled, DEAR 952.226-74, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

- (1) Within 10 days after Notice to Proceed, the Contractor shall:
  - (A) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor(s) to ensure compliance with Section H clause entitled, Workforce Transition and Employee Hiring Preferences during the Contract Transition Period;
  - (B) Establish and submit to the Contracting Officer a draft communication plan detailing the communication the Contractor will engage in with the Incumbent Contractor(s), its employees, and any labor organizations representing those employees, regarding implementation of the hiring preference requirements set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences;
  - (C) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees as defined in Section H clause entitled, Definitions.
  - (D) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor(s)

regarding the Incumbent Employees throughout the Contract Transition Period.

- (2) Within 15 days after NTP, the Contractor shall:
  - (A) Submit to the Contracting Officer copies of the draft WF Transition Plan for the Contractor, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences.
  - (B) Establish a final communication plan with the Incumbent Contractor(s) regarding the implementation of the hiring preferences in Section H clause entitled, Workforce Transition and Employee Hiring Preferences and provide a copy to the Contracting Officer. The communication plan shall also include a communication process among the Contractor, the Incumbent Contractor(s), DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.
- (3) Within 30 days after NTP, the Contractor shall provide to the Contracting Officer a copy of the final WF Transition Plan described in paragraph (a) above.
- (4) Within 60 days after NTP, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(A) above.
- (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's implementation of the hiring preferences required by Section H clause entitled, Workforce Transition and Employee Hiring Preferences, including paragraph (a) regarding the right of first refusal in accordance with the timeframes set forth below. These reports shall include the following information: employees hire dates or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
  - (A) During the 120 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or
  - (B) On a less frequent basis, as requested by the Contracting Officer.
- (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer.
- (b) Benefits Transition Plan. The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 10 days after NTP, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Section

H clause entitled, Employee Compensation: Pay and Benefits, and this Paragraph (b). The Contractor shall provide a final Benefits Transition Plan to the Contracting Officer within 90 days after NTP. All transitions of the existing pension(s) plans and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the Contract Transition Period.

(1) The Contractor shall perform the following activities within the specified timeframes:

(A) Within 10 days after NTP, the Contractor shall:

- (i) Provide the Contracting Officer with a list of Contractor personnel (or advisors or representatives) who will be responsible for transitioning the existing pension plan and other existing benefit plans, and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor/participating employer of the Savannah River Nuclear Solutions Multiple Employer Pension Plan and contact information for the above personnel;
- (ii) Request the Incumbent Contractor(s) to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of current employees of Savannah River National Laboratory participating in Savannah River Nuclear Solutions Multiple Employer Pension Plan and other existing benefits plans, or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 120-day Contract Transition Period; and
- (iii) Provide estimated costs and detailed breakouts of the costs to accomplish benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

(B) Within 15 days after NTP, the Contractor shall provide to the Contracting Officer a list of the information and documents the Contractor has requested from the Incumbent Contractor(s) pertaining to the transition of the current employees of Savannah River National Laboratory participating in Savannah River Nuclear Solutions Multiple Employer Pension Plan, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems it encounters in obtaining information or documents requested from the Incumbent Contractor(s). Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the

requirements in Section H clause entitled, Workforce Transition and Employee Hiring Preferences, and Section H clause entitled, Employee Compensation: Pay and Benefits.

- (C) Within 20 days after NTP, the Contractor shall:
  - (i) Submit a detailed description of its plans (or plan segments) and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Section H clause entitled, Employee Compensation: Pay and Benefits, including requirements pertaining to the transition of employee benefit plans (or plan segments); and
  - (ii) Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans for the Savannah River Nuclear Solutions Multiple Employer Pension Plan, including the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor.
- (D) Within 30 days after NTP, and as part of the Benefits Transition Plan, the Contractor shall provide a description of how the existing pension and other benefit plans provided to employees pursuant to Section H clause entitled, Employee Compensation: Pay and Benefits, will be amended or restated on or before the last day of the 120 day Contract Transition Period. If the creation of a new benefit plan(s) is necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.
- (E) Within 45 days after NTP, the Contractor shall:
  - (i) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor(s), including but not limited to amendments effectuating the change in sponsorship/participating employer in Savannah River Nuclear Solutions Multiple Employer Pension Plan. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractor(s). Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.

- (ii) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
  - (iii) Provide draft copies of the transition agreements, which the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the pay and benefits requirements set forth in Section H clause entitled, Employee Compensation: Pay and Benefits.
- (F) No later than 60 days after NTP and prior to the adoption of the documents identified in Paragraphs (b)(1)(E)(ii) and (iii) above, the Contractor shall submit to the Contracting Officer the proposed final versions of these documents for approval.
- (G) No later than the end of the Contract Transition Period the Contractor shall submit copies of the executed transition agreements as required in subparagraphs (a)(1)(A), (a)(4), and (b)(1)(E)(iii) to the Contracting Officer.
- (H) The Contractor shall respond to any comments provided by the Contracting Officer under this subparagraph (b)(1) within two days of receipt of the comments, or the period of time specified by the Contracting Officer.
- (2) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
  - (A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to Summary Plan Descriptions, all Plan documents, applicable amendments, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
  - (B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Section H clause, Employee Compensation: Pay and Benefits.

#### **H.40 DEFINITIONS**

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

- (1) "Contract Award Date" means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33, Block 20C of the SF 26, or other authorized official written notice.

- (2) “Contract Effective Date” means the date noted in Block 3 of the SF 26, or as otherwise stated in the Contract or Contract Award Document.
- (3) “Contract Transition Period” means the 120-day period as defined in Section F of this Contract.
- (4) “Incumbent Contractor” means Savannah River Nuclear Solutions, LLC under contract DE-AC09-08SR22470. This definition is not applicable to FAR 52.222-17 and the right of first refusal for service employees under Section H clause entitled, Workforce Transition and Hiring Preferences.
- (5) “Incumbent Employees” means the Savannah River National Laboratory employees who hold regular appointments (Full Service, Fixed Term and Limited Service Employees working at least 20 hours per week) of the Incumbent Contractor as of the NTP.
- (6) “Non-Incumbent Employees” means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the NTP.
- (7) “Notice to Proceed (NTP)” means the authorization issued by the Contracting Officer to start performance on this Contract or as otherwise defined in this Contract.

#### **H.41 DOE-H-7037 MANAGEMENT AND OPERATING CONTRACTOR (M&O) SUBCONTRACT REPORTING (NOV 2017)**

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

“First-tier subcontract” means a subcontract awarded directly 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 or indirect costs.

“Management and Operating Contractor Subcontract Reporting Capability (MOSRC)” means a DOE system and associated processes to collect key information about Management and Operating Contractor first-tier subcontracts for reporting to the Small Business Administration.

“Transaction” means any contract, order, other agreement or modification thereof (other than one involving an employer-employee relationship) entered into by the Contractor acquiring supplies or services (including construction) required solely for performance of the prime contract.

- (b) Reporting. The Contractor shall collect and report data via MOSRC necessary for DOE to meet its agency reporting requirements, as determined by the Small Business Administration, in accordance with the most recent reporting instructions at <https://energy.gov/management/downloads/mosrc-reporting-instructions>. The Contractor shall

report first-tier subcontract data in MOSRC. Classified subcontracts shall not be reported. Subcontracts with Controlled Unclassified Information marking shall not be reported if restricted by its category. Contact your Contracting Officer if uncertain of information reporting requirements. The MOSRC reporting requirement does not replace any other reporting requirements (e.g. the Electronic Subcontracting Reporting System or the FFATA Subcontracting Reporting System).

#### **H.42 DOE-H-2002 NO THIRD-PARTY BENEFICIARIES (OCT 2014)**

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

#### **H.43 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)**

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress,

or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **H.44 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

#### **H.45 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

#### **H.46 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **H.47 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014) (REVISED)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned, -leased, or -controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

The Contractor shall cooperate in a timely manner with DOE and any DOE contractor performing work at the site, especially DOE prime contractors. Cooperation includes, but is not limited to, working together to resolve interface and work performance issues; establishing schedules to support accommodation of the work being performed under the other contract(s); establishing work groups; participating in meetings (including quarterly DOE/Contractor interface meetings); providing access to applicable technical and contract information and data, such as schedule and milestone data; discussing technical matters related to SRS; and, providing access to Contractor facilities or areas. The Contractor shall ensure that its activities in support of the other prime contractors are fully coordinated with DOE and the other prime contractors.

The Contractor shall work with the SRS M&O Contractor in the maintenance and execution of the SRS Interface Management Plan. The Interface Management Plan is an Interface Management tool only and does not take precedence over the requirements identified herein.

The Contractor is not authorized to direct and/or to provide oversight to any other SRS contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors, and DOE retains oversight and approval authority for all SRS contracts. This includes Service Level Agreements between SRS contractors, which are subject to written consent to subcontract by the Contracting Officer per FAR 52.244-2(d), Subcontracts, as well as FAR cost principles including but not limited to FAR 31.205-26(e), Material costs.

The Contractor shall immediately notify the CO in writing if the Contractor's activities will interfere with any DOE contractor or if there is an interference or conflict with any DOE contractor in performance of the Contractor's activities in support of DOE or another DOE contractor.

#### **H.48 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) (REVISED)**

Within 15 calendar days of the initiation of the transition period, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational

Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

#### **H.49 DOE-H-2044 SAFETY DATA SHEET AVAILABILITY (OCT 2014) (REVISED)**

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Safety Data Sheet (SDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The SDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **H.50 DOE-H-2045 CONTRACTOR COMMUNITY COMMITMENT (OCT 2014)**

- (a) The Contractor, in fulfilling its commitments pursuant to the clause at DEAR 970.5226-3, Community Commitment, shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- (b) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or

activities it determines meets the objectives of DOE's community commitment policy. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.

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

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

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

#### **H.51 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

#### **H.52 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (REVISED)**

The Contractor's Representations, Certifications, and Other Statements, dated July 30, 2020 made in response to Solicitation No. 89303320REM000063 are hereby incorporated into the Contract.

#### **H.53 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the 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, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

#### **H.54 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)**

In accordance with the clauses “FAR 52.245-1 Government Property” and “DEAR 970.5245-1 Property”, the Government will provide the property listed in Section J, Attachment J-10 List of Real Property.

#### **H.55 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014) (REVISED)**

- (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 Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

- (d) The Contractor shall implement an historic preservation program in accordance with the National Historic Preservation Act of 1996 (as amended) and the SR Cultural Resources Management Plan.

**H.56 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE II (OCT 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract Section J, Attachment J-5 List of Applicable Laws and Regulations (List A)/DOE Directives (List B).

**H.57 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM – ALTERNATE 1  
(OCT 2014)**

- (a) Pursuant to the clause at DEAR 952.204-2, Security, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

**H.58 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014) (REVISED)**

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

**Table H-1. Key Personnel**

<b>Name</b>	<b>Position</b>
Vahid Majidi, Ph.D.	Laboratory Director
Sharon Marra	Deputy Director, Operations
Sue Clark, Ph.D.	Deputy Director, Science & Technology
Connie Herman	Associate Laboratory Director, Environmental and Legacy Management
Paul Cloessner, Ph.D.	Associate Laboratory Director, Weapons Production Technology
Tammy Taylor, Ph.D.	Associate Laboratory Director, Global Security
Dave Sivils, Ph.D.	Program Director, Plutonium Processing Program

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

- (1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located at the SRNL or within the local area. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.
- (2) No key personnel position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to

reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated

- (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
  - (1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
  - (2) For the purposes of this Clause, “Changes to Key Personnel,” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.
  - (3) For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel.”
- (c) Contract fee reductions for changes to Key Personnel.

Any key person change according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.

- (1) Notwithstanding the approval by the CO, any time the Laboratory Director is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be reduced by \$500,000 for each and every such occurrence. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding the approval by the CO, any time a key person other than the Laboratory Director is removed, replaced, or diverted within two years of being placed in the position, the earned fee may be reduced by \$250,000 for each and every such occurrence. A change to a key person, other than the Laboratory Director, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

**H.59 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR  
EMPLOYEES (OCT 2014)**

- (a) The Government may provide Government-owned and/or –leased motor vehicles for the Contractor’s use in performance of this contract in accordance with the clause FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services, as applicable.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or – leased motor vehicles in a responsible and safe manner to include the following requirements:
  - (1) Use vehicles only for official purposes and solely in the performance of the contract.
  - (2) Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
  - (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.
  - (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
  - (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.
- (c) The Contractor shall -
  - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or – leased vehicles are to be provided for use by subcontractor employees.

#### **H.60 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)**

- (1) 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. The Contractor shall:
  - (a) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third- party liability insurance. Reimbursable costs include administrative charges based on utilization under the program and SRNL-specific claims. Other forms of coverage for which the Contractor seeks reimbursement must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE in advance of acquiring such insurance.
  - (b) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070 entitled, Indemnification, and DEAR 950.70 entitled, Nuclear Indemnification of DOE Contractors).
  - (c) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19 entitled, Insurance and Indemnification, DEAR 952.231-71 entitled, 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.
  - (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:
    - (i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR], such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance, and are subject to the approval and submission requirements of FAR 28.308, as applicable.

- (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
  - (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
  - (iv) Accounting of self-insurance charges.
  - (v) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
    - (a) The claims reserve shall be held in a special fund or interest-bearing account.
    - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
    - (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer review.
    - (d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
  - (h) Should the Contractor utilize a Letter of Credit or other financial instrument to guarantee self-insurance retention, any cost for interest paid by the contractor relating to the instruments will be unallowable and omitted from charges to the DOE Contract.
  - (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 (i.e. Administrative 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.61 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM  
ADMINISTRATION (OCT 2014) (REVISED)**

(a) Definitions. As used in this clause—

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

Property management system means the Contractor's system or systems for managing and controlling Government property.

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

- (b) General. The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after notice to proceed. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

- (c) System criteria. The Contractor's property management system shall be in accordance with 48 CFR 52.245-1.
- (d) Significant deficiencies.
  - (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

## **H.62 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014) (REVISED)**

- (A) Designated Federal holidays. Federal employees observe the following Federal holidays:
  - (1) New Year's Day
  - (2) Birthday of Martin Luther King, Jr.
  - (3) Washington's Birthday

- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (B) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (C) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed. If the Contractor determines it is necessary to work on a SRS non-work day, the Contractor shall obtain written approval and be responsible for the safety of its personnel including storm warning, occupational medicine, HazMat, etc., and listing work on the SRS plan of the day with Emergency Operations Center (EOC).
- (D) The Contractor shall provide the services required by the contract at Federally owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (E) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (F) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

### **H.63 DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER**

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

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

### **H.64 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)**

In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in Section J, Attachment J-4, Individual Small Business Subcontracting Plan is hereby incorporated into and made a part of this contract.

### **H.65 FACILITIES CAPITAL COST OF MONEY**

The request for proposal for this contract did not require a cost proposal in which facilities capital cost of money would apply. Therefore, the Section I clause entitled, FAR 52.215-17 “Waiver of Facilities Capital Cost of Money”, is included in the contract. However, if during the performance of the contract the Contractor elects to claim facilities capital cost of money as an allowable cost, the Contractor shall submit, for approval of the Contracting Officer, a proposal for each specific project, including Form CASB-CMF which shows the calculation of the proposed amount (see FAR 31.205-10).

### **H.66 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 cooperate 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.67 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL - ALTERNATE I (OCT 2014)**

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

#### **H.68 DOE-H-2063 – CONFIDENTIALITY OF INFORMATION (OCT 2014)**

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to –
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
  - (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.
  - (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
  - (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

#### **H.69 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) (REVISED)**

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

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

- (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
  - (iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.
- (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.
  - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
  - (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.
  - (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
  - (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

## **H.70 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.71 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.72 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATES(S)**

The Contractor, Battelle Savannah River Alliance, LLC, comprised of Battelle Memorial Institute, 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 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 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.73 REAL PROPERTY ASSET MANAGEMENT**

The Contractor shall provide services and information to DOE under this Contract related to real property asset planning, real estate maintenance, disposition planning, long-term stewardship (LTS), and value engineering (VE). The Contractor must balance acquisition, sustainment, recapitalization and disposal to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE’s missions. The Contractor is expected to tailor their business processes, management practices, and use of standard industry practices regarding real property management. 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. The Contractor is to do so in a manner that is cost effective to the government.

1. **PLANNING.** Based on DOE-furnished program planning guidance, the Contractor shall assess the current real property assets against program mission projections, (b) identify the specific real

property asset projects and activities required to meet program mission projections, and (c) propose a five-year planning horizon through the development of a Five-Year Laboratory Plan.

2. **DOCUMENTATION.** The Contractor shall document its real property management activities, including (a) the Laboratory's plan to meet program missions, (b) budgets and planning estimates, and (c) performance outcomes.
3. **FACILITIES INFORMATION MANAGEMENT SYSTEM.** The Contractor shall support the SRS M&O contractor in the maintenance of the SRS Facilities Information Management System (FIMS) data and records. (FIMS is DOE's corporate real property inventory database for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and is verified annually.)
4. **REAL ESTATE.** The Contractor shall:
  - a. Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval.
  - b. Maintain, in a complete and current condition, all real estate records identified by DOE.
  - c. Utilize the land-use planning and management process established and executed by the SRS M&O contractor.
5. **MAINTENANCE.** The Contractor shall maintain real property assets in a manner that promotes operational safety, worker health, environmental compliance, property preservation and cost-effectiveness while meeting the program missions. This requires a balanced approach that not only sustains the assets, but also provides for their recapitalization and includes the following as a minimum:
  - a. A maintenance management program that includes a condition assessment of the real property assets, a work control system, management of deferred maintenance, a method to prioritize, and systems to budget and track maintenance expenditures.
  - b. Identification of 5-year maintenance and repair requirements (sustainment) and funding for deferred maintenance reduction.
  - c. Identification of 5-year recapitalization requirements to replace or modernize existing facilities.
  - d. Condition assessments must be performed on real property assets at least once within every five-year period, and may be required more frequently for mission essential facilities and infrastructure. The condition assessment program shall utilize a tailored approach based on facility status, mission and importance and the magnitude of the hazards associated with facilities and infrastructure. Inspection methodology shall be consistent with industry practice and shall include identification of safety and health hazards. Deferred maintenance estimates will be based on nationally recognized cost estimating systems or the DOE Condition Assessment Information System (CAIS). The condition assessment program will support the reporting requirements of FIMS.
6. **DISPOSITION AND LONG-TERM STEWARDSHIP.** When DOE identifies that a program mission is no longer required, the Contractor shall initiate preparation of affected real property

assets for disposition, including potential reuse for other missions. Disposition and LTS activities must be consistent with the guiding principles and core functions of the Department's facility disposition policies. To prepare for disposition, the Contractor shall do the following:

- a. Identify real property assets that are likely to be declared as excess in a 10-year planning horizon and the anticipated year of excess and incorporate the information in the Five-Year Laboratory Plan.
  - b. Provide the information to the SRS M&O contractor, owner of site disposition responsibilities, for inclusion in disposition planning and for inclusion in FIMS. The information must include the following:
    - i. Identification and characterization of hazardous and radioactive materials, waste, and hazardous conditions of the real property asset.
    - ii. Surveillance and maintenance requirements needed to ensure the real property asset, including its systems, and stored hazardous materials and waste remain in a stable and known condition and that adequate protection is provided to the workers, the public, and the environment pending disposition.
    - iii. Assessment and adjustment of the facility Safety Basis Documents, as necessary, to reflect conditions and activities pending disposition.
7. VALUE ENGINEERING. The Contractor shall use VE techniques in a tailored manner to reduce DOE's real property asset ownership costs (e.g., acquisition, operations, maintenance, and disposal) while maintaining the necessary level of performance and safety. For real property asset acquisition, disposition, demolition, repair, and recapitalization projects where the total value for a single item of purchase or contract is expected to be greater than \$5 million, a VE assessment shall be performed. Real estate acquisitions are excluded from VE.

#### **H.74 AGREEMENTS FOR COMMERCIALIZING TECHNOLOGY**

This H-clause authorizes the use of the mechanism: Agreements for Commercializing Technology (ACT). In accordance with the requirements specified in this H-clause, the Contractor may conduct third party-sponsored research at the Contractor's risk. While the Department believes ACT has the potential to greatly assist in the commercialization of technologies, it also specifically recognizes that ACT can be used for other engagements with outside entities that are not necessarily aimed at commercialization (e.g., technical assistance, training, studies), but which facilitate access to DOE facilities. In performing ACT work, the Contractor may use staff and other resources associated with this Contract for the purposes of conducting technical services<sup>1</sup>, training, studies, performing research and development, and/or furthering the technology transfer mission of the Department, only when such work does not interfere with DOE-funded 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 the Contractor's custody or available to the Contractor under this Contract (unless specifically excluded by the Contracting Officer). For Contractor activities conducted under authority of this H-clause, the Contractor shall provide full-

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<sup>1</sup> Services that are routinely performed for DOE and multiple sponsors with little to no variance in the scope of work e.g., calibration services

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 DOE national laboratories and production plants. In exchange for accepting such risks, or for other private consideration provided by the Contractor, the Contractor is authorized to negotiate separate ACT agreements with the sponsoring third parties. Under ACT agreements, the Contractor may charge those parties additional compensation beyond the full costs of the work at the facility.

The following applies to all work conducted under the ACT mechanism regardless of the source of funding:

1. *Authority to Perform work under this H-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 H-clause.
2. *Contractor's Implementation.* For ACT work conducted under the contract, the Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this H-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 H-clause if the work does not interfere with or adversely affect projects and programs the Contractor conducts on behalf of the DOE under this contract, and complies with the terms and conditions of the prime contract. If the Government determines that an activity conducted under this H-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 DOE mission by providing a written notice excluding said property from the Contractor's activities under this H-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 H-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. Must maintain and provide when requested by the DOE Contracting Officer, a summary of project information for each active ACT project, consisting of: sponsor name; total estimated costs; project title and description; project point of contact; and estimated start and completion dates;
- e. Is responsible for addressing the following items in ACT agreements as appropriate: disposition of property acquired under the agreement; export control; notice of intellectual property infringement; and a statement that the Government and/or the 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;
- f. Must include a standard legal disclaimer notice on all publications generated under ACT activities. Each DOE M&O contractor has its own pre-approved publications statement, and this should be included; and
- g. 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 BATTELLE SAVANNAH RIVER ALLIANCE, LLC 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 hereby 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 Intellectual Property (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 SPP alternatives (see paragraph 7a) sufficiently such that the private parties are aware of the relative costs and other differences between the ACT agreement and the CRADA and SPP 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 except as authorized under the FedACT pilot (see paragraph 14 below); applicable ES&H and NEPA documentation; a statement of consideration, summarizing the risk and/or consideration offered the ACT 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 as 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, the Contractor's parent, member, subsidiary, or other entity in which the Contractor, the 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 4.b. of this H-clause 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 contract statement of work; (2) will not adversely impact programs under the contract scope of work; (3) will not place the contractor 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 contract statement of work 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 4.b. 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 H-clause.
  - ii. If the Contractor, the Contractor's parent, member, subsidiary, or other entity in which the Contractor, the 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 H-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 H-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 H-clause, the Contractor is entirely at risk and the Government shall have no risk.

6. *Costs.* All direct costs associated with the Contractor's work conducted under this H-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 H-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 H-clause by a unilateral administrative modification to the contract. In addition, all work must be performed at full costs which would include Federal Administrative Charge (FAC).
  - a. Work conducted under this H-clause shall be excluded from the Contract award fee calculations and such fee shall not be allocable to work conducted under this H-clause.
  - b. Federal funds will not be used to fund work conducted under this H-clause except as authorized under the FedACT pilot (see paragraph 14 below).
7. *Organizational Conflict of Interest.* The Contractor shall conduct work under this H-clause in a manner that minimizes the appearance of conflicts of interest and avoids or mitigates actual conflicts of interest with the Contractor's functions under this Contract. Accordingly, the Contractor shall develop an Organizational Conflict of Interest Mitigation Plan (OCI Plan). The 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. Said 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 H-clause into the Contract. Unless provided otherwise by the Contracting Officer, no work on ACT agreements may commence before Contracting Officer approval of the OCI Plan. In addition to those elements expressly stated in the OCI Plan, the Department may condition any ACT transaction on such other mitigating conditions it determines are appropriate. The 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 SPP agreements and CRADAs in addition to ACT. The certification at a minimum shall briefly describe SPP agreements, CRADAs and ACT, and will include the relative disposition of IP rights and the costs (including identification of any additional costs e.g. insurance, and other compensation to the Contractor under ACT) for each type of agreement for the scope of work being proposed.

- b. *Priority of Work.* The Contractor shall not give work under ACT any special attention or priority over other work under the contract. Work under ACT shall be approved by the Contracting Officer and assigned the same priority relative to other work under the Contract that it would normally have if performed under a non-Federal SPP 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, the Contractor's parent, member, subsidiary, or other entity in which the Contractor, the 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 OCI Plan to address special circumstances not fully anticipated in the OCI Plan.
  - d. *Right of Inquiry for ACT IP Designation.* DOE Patent Counsel may inquire into the Contractor's designation of any invention or data as arising under an ACT transaction. The Contractor is responsible for curing any defect identified in such inquiry, and if the 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 H-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 DEAR 970.5227-10 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 Protected ACT 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., if the Contractor has an authorized Private Funded Technology Transfer (PFTT) program, the Contractor may elect to retain private ownership of the ACT IP and commercialize the IP under its applicable

PFTT clause, 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. For ACT projects in which the terms of the Agreement provide that the Government reserves the right to use generated data after the particular project expires, the Contractor must provide to OSTI computer software produced under the Agreement in both source and executable object code format.
- h. 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.

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, the 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 M&O facilities as part of the Statement of Work; and (3) the specific activities performed under the ACT transaction are normally performed by the Contractor under the Contract.
- 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 Contracting Officer under the Contract. Above the applicable liability limit, the 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 Contract facilities. 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. With respect to this H-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 the Contractor assigns the responsibility for indemnifying the Government under subparagraph c(i) above to other ACT participants, the Contractor agrees to seek such indemnification from the other ACT participants.
- d. *Claims and Liabilities.* Claims and liabilities resulting from the Contractor's performance of work under an ACT transaction authorized pursuant to this H-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 H-clause.

- e. *Government Obligations.* The 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 H-clause. The Contractor agrees if the Contractor does include such a guarantee or requirement, it will have no effect on the Government, such that, the Contractor will be responsible for any costs or liability due to such a guarantee or requirement.
  - f. *Insurance.* Any cost of insurance to cover risks of the Contractor associated with ACT agreements is unallowable under this Contract.
10. *ACT Records.* All records associated with the Contractor's activities conducted under the authority of this H-clause, with the exception of information required under paragraphs 3e, 4.b.i, and 13 shall be treated as contractor-owned records under the provisions of the Access to and Ownership of Records clause of this Contract. The Government or its designees shall use such records in accordance with applicable Federal laws (including the Privacy Act), as appropriate.
11. *Termination.* The Government or the Contractor may terminate ACT authority under this contract by providing written notification of termination to the other party (Contracting Officer or the Contractor) as appropriate, no less than 60 days prior to the requested termination date. In such cases, the Contractor shall provide DOE a comprehensive list of active ACT projects. DOE anticipates work commitments under these agreements will be completed regardless of termination. All costs associated with early termination of any ACT agreements prior to the completion shall be the responsibility of the Contractor.
12. *Successor Contractor.* To minimize the potential for negative Government programmatic impact and to facilitate seamless transition of work to a successor contractor, ACT agreement(s) executed under this H-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 SPP agreement with the successor contractor that will enable completion of the statement of work. Such agreements shall be entered into pursuant to DOE SPP policies. DOE shall make good faith efforts to incorporate the terms of the applicable ACT agreement.
13. *Minimum Reporting requirements.* 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 and aggregate funding received beyond costs in the performance of ACT, the number of third party entities engaged through ACT that had not previously sponsored projects under the Contract and the number that had not previously sponsored projects under any DOE/NNSA M&O contract, 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 establish

performance metric(s) to measure the time required to negotiate ACT agreements in a manner consistent with the time required to negotiate CRADAs and SPPs. The Contractor shall obtain from each entity engaged in ACT the entity's reason(s) for selecting ACT for performance of work under the Contract. Also, the Contractor shall report the above identified data annually to the DOE Contracting Officer 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.

14. *FedACT Pilot*. Under this paragraph the DOE is authorizing a 3-year pilot program for Federally funded ACT (FedACT). FedACT contracts are ACT agreements between the Contractor and a non-Federal third party partner, where a portion of the project funding originates from a Federal agency (i.e., Federal appropriations). In most cases, the industry partner's original source of funds will have been as a result of a contract or financial assistance award from the Federal agency. Any agreement that includes Federal funds must be performed under the FedACT pilot. Federal funds used to support a FedACT project must solely be used to carry out the purposes of the Federal award. FedACT does not include agreements directly funded from another Federal agency. DOE and the Contractor recognize that FedACT is a new mechanism and subject to modifications as more data and experience are realized. During the FedACT 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 FedACT pilot at any time and that termination of the FedACT pilot by the Department will be in accordance with this paragraph. During the FedACT pilot the Contractor is permitted to negotiate and execute such agreements, subject to DOE approval, as described in paragraph 4 above and as set forth herein. The following additional requirements apply.

- a. The Contractor agrees, prior to executing such agreements, to submit to DOE for approval a modified ACT procedure for implementing the execution of FedACT.
- b. If the Contractor is charging the third party additional compensation beyond the full costs of the work performed under the contract, the ACT agreement will not be approved unless DOE or the Contractor obtains a written certification from the Federal agency funding the third party that such additional compensation using Federal funds is permissible under the Federal award. In order to maximize the transparency of the transaction to the funding agency, the written certification shall be in the form of a standard template approved by DOE. Such template shall include at a minimum:
  - i. The amount of and explanation for the cost difference between performing the work as an ACT agreement as compared with an SPP or CRADA; and
  - ii. A detailed description of the risk and/or consideration offered the participant by the Contractor in exchange for charging beyond full cost recovery. This information shall also be included in the statement of consideration

contained in the ACT proposal package submitted to the Contracting Officer.

- c. The Contractor may not agree to any terms and conditions of the Federal award that conflict with this Contract.
- d. Notwithstanding any other provision in this H-clause, rights to ACT inventions and copyrights arising from work conducted under this paragraph made by the Contractor shall be governed by the terms of the Patent and Data Rights clauses of this Contract, as well as any applicable PFTT clause. The ACT Class Waiver does not apply to any ACT agreement funded with Federal funds.
- e. DOE's approval to negotiate and execute a FedACT agreement under this paragraph is for the sole purpose of evaluating and considering the Contractor's and DOE's processes and procedures for implementing such FedACT agreements and does not in any way provide the Contractor authority beyond the scope of this paragraph or imply that permanent authority shall be forthcoming.
- f. Advance payment requirements in Section 5 equally apply to FedACT agreements.
- g. All work must be performed at full costs which includes a Federal Administrative Charge (FAC).
- h. Termination. The FedACT Pilot implemented by this H-clause will terminate three years from the date AL 2018-06 is issued, unless renewed by the Contracting Officer. The Government may provide the Contractor with written notice to terminate the Contractor's authority to conduct FedACT work under this H-clause at any time. If the Contractor's authority to conduct FedACT work under this H-clause has expired or been terminated, the Contractor will be permitted, subject to any other provisions of this H-clause, to complete any FedACT work that had been approved by DOE prior to this H-clause being terminated by the Government.

## **H.75 SUBCONTRACTED WORK**

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least \$12 million on an annual basis to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-4 entitled, *Individual Small Business Subcontracting Plan*. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after contract award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The subcontracting goals shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance

of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s). Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

## **H.76 ANNUAL MANAGEMENT CONTROLS STATEMENT**

On an annual basis, the Contractor through an officer at a level above the Laboratory Director, shall submit an assurance to the Contracting Officer that the system of management controls, including all systems revised in accordance with the clause, 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."

## **H.77 SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX**

- (a) Controls. When services between SRS prime contractors are executed, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements, (e.g., Safeguards and Security Program/Plan, Quality Assurance Program/Plan) are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor's requirements shall be documented through interface documents. At SRS, these documents consist of Memorandums of Agreement, Functional Service Agreements, Service Level Agreements, Work for Other Agreements, Interface Control Documents, Work Task Agreements and Financial Position Papers that are implemented in accordance with the "SRS Interface Management Plan".
- (b) Right of Access. SRS contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.
- (c) Nuclear Safety. The Contractor shall establish a protocol with each SRS Site prime contractor identified in Section J, Attachment J-7. entitled, *Site Services and Interface Requirements Matrix*. This protocol shall establish the basis to perform contract work scope within a nuclear facility or perform work scope that affects the safety basis of a nuclear facility that is operated by the SRS contractor who has responsibility for the nuclear facility.

The protocol shall:

- Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures prior to performing the work.
- Be signed by the SRNL Contractor and concurred with by the other affected contractor. Any new or future protocols or updates shall be processed in accordance with the “SRS Interface Management Plan”.

The SRNL Contractor shall:

- Comply with all facility safety authorization basis and nuclear safety requirements that are established by the SRS contractor responsible for the nuclear facility.
  - Flow down to each subcontractor (in accordance with the Section I clause DEAR 970.5223-1, entitled, *Integration of Environment, Safety and Health in to Work Planning and Execution*), the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.
- (d) Payment for Services: Contractors shall pay for services from other site contractors in accordance with approved financial accounting systems and the SRS Interface Management Plan.
- (e) Responsibility for Delivery of Service. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between SRS contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the DOE Contracting Officer (CO). DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.
- (f) SRS M&O contractor services provided as part of Essential Site Services, Landlord Services and Usage-Based Services are not commercial items. Likewise, services provided by other SRS contractors, including the SRNL Contractor are not commercial services. Unless specified otherwise by the CO, all “Essential Site Services”, “Landlord Services” and “Unit Billing System” services (see Section J, Attachment J-7) including all Information Technology and Management Services, are unique to SRS, and are not “commercial items” as defined by FAR 2.101. The Contractor shall not perform or arrange for the performance of these services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular service to be acquired meets the FAR 2.101 definition of a “commercial item.”

## **H.78 CONTRACTOR RESOURCES, COMMITMENTS AND AGREEMENTS**

- (a) The resources, commitments and agreements (hereafter collectively referred to as “resources”) proposed by the Contractor and accepted by the Government are incorporated into the Contract as set forth in Section J Attachment J-14 *Contractor’s Resources*.
- (b) If the Contractor fails to provide any of the resources by the date(s) specified, the Government may exercise any of its rights and remedies under the Contract, including those contained in the provision of the Section I Clause entitled “DEAR 970.5215-3 – Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts”.
- (c) Any costs incurred by the Contractor in providing these resources are expressly unallowable under the Contract. Therefore, these resources shall be provided at no cost to the Government.

**PART II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

<b>CLAUSE NUMBER</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>
I.1	FAR 52.202-1	DEFINITIONS (NOV 2013)
I.2	FAR 52.203-3	GRATUITIES (APR 1984)
I.3	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
I.4	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
I.5	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
I.6	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
I.7	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
I.8	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
I.9	FAR 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
I.10	FAR 52.203-14 Full text below	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
I.11	FAR 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
I.12	FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
I.13	FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
I.14	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
I.15	FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
I.16	FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (OCT 2018)
I.17	FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

I.18	FAR 52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) (Applies to SCLS covered subcontractors only)
I.19	FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITIY CODE MAINTENANCE (JUL 2016)
I.20	FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
I.21	FAR 52.204-21 Full text below	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
I.22	FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (AUG 2019)
I.23	FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
I.24	FAR 52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)
I.25	FAR 52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
I.26	FAR 52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
I.27	FAR 52.210-1	MARKET RESEARCH (APR 2011)
I.28	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
I.29	FAR 52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENT (APR 2008)
I.30	FAR 52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010) (Note that Alternate II [Aug 2016] applies if the Contractor is an educational institution/other non-profit organization)
I.31	FAR 52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
I.32	FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
I.33	FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS (AUG 2011)

I.34	FAR 52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
I.35	FAR 52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA— MODIFICATIONS (OCT 2010)
I.36	FAR 52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
I.37	FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
I.38	FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
I.39	FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
I.40	FAR 52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
I.41	FAR 52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
I.42	FAR 52.217-8 Full text below	OPTION TO EXTEND SERVICES (NOV 1999)
I.43	FAR 52.219-4 Full text below	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
I.44	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
I.45	FAR 52.219-9 Full text below	SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) (DEVIATION)
I.46	FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)
I.47	FAR 52.219-28 Full text below	POST AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUL 2013)
I.48	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I.49	FAR 52.222-2 Full text below	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
I.50	FAR 52.222-3	CONVICT LABOR (JUN 2003)
I.51	FAR 52.222 4	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018)
I.52	FAR52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018) (Applies to construction work only)

I.53	FAR 52.222-7	WITHHOLDING OF FUNDS (MAY 2014) (Applies to construction work only)
I.54	FAR 52.222-8	PAYROLLS AND BASIC RECORDS (AUG 2018) (Applies to construction work only)
I.55	FAR 52.222-9	APPRENTICES AND TRAINEES (JUL 2005) (Applies to construction work only)
I.56	FAR 52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) (Applies to construction work only)
I.57	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (MAY 2014) (Applies to construction work only)
I.58	FAR 52.222-12	CONTRACT TERMINATION—DEBARMENT (MAY 2014) (Applies to construction work only)
I.59	FAR 52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014) (Applies to construction work only)
I.60	FAR 52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (Applies to construction work only)
I.61	FAR 52.222-15	CERTIFICATION OF ELIGIBILITY (MAY 2014) (Applies to construction work only)
I.62	FAR 52.222-16	APPROVAL OF WAGE RATES (MAY 2014) (Applies to construction work only)
I.63		RESERVED
I.64	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
I.65	FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
I.66	FAR 52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015) (Applies to construction work only)
I.67	FAR 52.222-30	CONSTRUCTION WAGE RATE REQUIREMENTS—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018) (Applies to construction work only)
I.68	FAR 52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)
I.69	FAR 52.222-34	PROJECT LABOR AGREEMENT (MAY 2010) (Applies to construction or deactivation and decommissioning work only)

I.70	FAR 52.222-35 Full text below	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
I.71	FAR 52.222-36 Full text below	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
I.72	FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
I.73	FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
I.74	FAR 52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (Applies to SCLS covered subcontractors only)
I.75	FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (JAN 2019)
I.76	FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
I.77	FAR 52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
I.78	FAR 52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
I.79	FAR 52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
I.80	FAR 52.223-3 Full text below	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I) (JULY 1995)
I.81	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO- KNOW INFORMATION (MAY 2011) (ALTERNATE I) (MAY 2011)
I.82	FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
I.83	FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
I.84	FAR 52.223-9 Full text below	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)
I.85	FAR 52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
I.86	FAR 52.223-11	OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)
I.87	FAR 52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)

I.88	FAR 52.223-13	ACQUISITION OF EPEAT® - REGISTERED IMAGING EQUIPMENT (JUN 2014)
I.89	FAR 52.223-14	ACQUISITION OF EPEAT® -REGISTERED TELEVISIONS (JUN 2014)
I.90	FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY – CONSUMING PRODUCTS (DEC 2007)
I.91	FAR 52.223-16	ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)
I.92	FAR 52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)
I.93	FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
I.94	FAR 52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
I.95	FAR 52.223-20	AEROSOLS (JUN 2016)
I.96	FAR 52.223-21	FOAMS (JUN 2016)
I.97	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
I.98	FAR 52.224-2	PRIVACY ACT (APR 1984)
I.99	FAR 52.224-3	PRIVACY TRAINING (JAN 2017)
I.100	FAR 52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014)
I.101	FAR 52.225-8	DUTY-FREE ENTRY (OCT 2010)
I.102	FAR 52.225-9 Full text below	BUY AMERICAN – CONSTRUCTION MATERIALS (MAY 2014)
I.103	FAR 52.225-11 Full text below	BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEVIATION)
I.104	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
I.105	FAR 52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
I.106		RESERVED
I.107		RESERVED

I.108	FAR 52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007)
I.109	FAR 52.227-23 Full text below	RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
I.110	FAR 52.228-2	ADDITIONAL BOND SECURITY (OCT 1997) (Applies to construction work only)
I.111	FAR 52.228-11	PLEDGE OF ASSETS (JAN 2012) (Applies to construction work only)
I.112	FAR 52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014) (Applies to construction work only)
I.113	FAR 52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014) (Applies to construction work only)
I.114	FAR 52.228-15	PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010) (Applies to construction work only)
I.115	FAR 52.229-8	TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
I.116	FAR 52.230-2 Full text below	COST ACCOUNTING STANDARDS (MAY 2018) (DEVIATION)
I.117	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
I.118	FAR 52.232-17	INTEREST (MAY 2014)
I.119	FAR 52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
I.120	FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
I.121	FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
I.122	FAR 52.233-1	DISPUTES (MAY 2014) (ALTERNATE I) (DEC 1991)
I.123	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) (ALTERNATE I) (JUNE 1985)
I.124	FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
I.125	FAR 52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
I.126	FAR 52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)

I.127	FAR 52.236-8	OTHER CONTRACTS (APR 1984)
I.128	FAR 52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
I.129	FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I.130	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)
I.131	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
I.132	FAR 52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
I.133	FAR 52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)
I.134	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I.135	FAR 52.244-2	SUBCONTRACTS (OCT 2010)
I.136	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
I.137	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2019)
I.138	FAR 52.245-1	GOVERNMENT PROPERTY (JAN 2017)
I.139	FAR 52.246-26	REPORTING NONCONFORMING ITEMS (DEC 2019)
I.140	FAR 52.247-1 Full text below	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
I.141	FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
I.142	FAR 52.247-64	PREFERENCE FOR PRIVATELY-OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)
I.143	FAR 52.248-3 Full text below	VALUE ENGINEERING—CONSTRUCTION (OCT 2015) (Applies to construction work only)
I.144	FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004); MODIFIED BY DEAR 970.4905-1 (DEC 2000)
I.145	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)
I.146	FAR 52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)
I.147	FAR 52.251-1 Full text below	GOVERNMENT SUPPLY SOURCES (APR 2012) (DEVIATION)

I.148	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)
I.149	FAR 52.252-2 Full text below	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
I.150	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
I.151	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
I.152	DEAR 952.202-1	DEFINITIONS (FEB 2011)
I.153	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
I.154	DEAR 952.204-2	SECURITY (AUG 2016)
I.155	DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
I.156	DEAR 952.204-71	SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)
I.157	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)
I.158	DEAR 952.204-77	COMPUTER SECURITY (AUG 2006)
I.159	DEAR 952.208-7	TAGGING OF LEASED VEHICLES (APR 1984)
I.160	DEAR 952.209-72 Full text below	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (AUG 2009)
I.161	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (APR 2008)
I.162	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)
I.163	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (MAR 2011)
I.164	DEAR 952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
I.165	DEAR 952.223-78	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)
I.166	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
I.167		RESERVED
I.168	DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)
I.169	DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)
I.170	DEAR 952.247-70	FOREIGN TRAVEL (JUN 2010)

I.171	DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (AUG 2016)
I.172	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)
I.173	DEAR 970.5203-1	MANAGEMENT CONTROLS (JUN 2007)
I.174	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)
I.175	DEAR 970.5203-3 Full text below	CONTRACTOR'S ORGANIZATION (DEC 2000) (DEVIATION)
I.176	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2010)
I.177	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)
I.178	DEAR 970.5204-3 Full text below	ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)
I.179	DEAR 970.5208-1	PRINTING (DEC 2000)
I.180	DEAR 970.5211-1	WORK AUTHORIZATION (MAY 2007)
I.181	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) (ALTERNATES II AND IV) (DEC 2000)
I.182	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (AUG 2009)
I.183	DEAR 970.5217-1	STRATEGIC PARTNERSHIP PROJECTS PROGRAM (NON-DOE FUNDED WORK) (APR 2015)
I.184	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS - MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)
I.185	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)
I.186	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
I.187	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

I.188	DEAR 970.5223-7	SUSTAINABLE ACQUISITION PROGRAM (OCT 2010) (ALTERNATE I Applies to construction work only)
I.189	DEAR 970.5225-1	COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)
I.190	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)
I.191	DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)
I.192	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)
I.193	DEAR 970.5227-2 Full text below	RIGHTS IN DATA - TECHNOLOGY TRANSFER (DEC 2000) (DEVIATION)
I.194	DEAR 970.5227-3 Full text below	TECHNOLOGY TRANSFER MISSION (AUG 2019) (DEVIATION)
I.195	DEAR 970.5227-4 Full text below	AUTHORIZATION AND CONSENT (AUG 2002) (DEVIATION)
I.196	DEAR 970.5227-5 Full text below	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION)
I.197	DEAR 970.5227-6	PATENT INDEMNITY – SUBCONTRACTS (DEC 2000)
I.198	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)
I.199	DEAR 970.5227-10 Full text below	PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002) (ALTERNATES I AND II) (DEVIATION) (This clause will only be included in the contract if the awardee is a nonprofit organization or small business contractor.)
I.200	DEAR 970.5227-12 Full text below	PATENT RIGHTS—MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, ADVANCE CLASS WAIVER (DEC 2000) ALTERNATE I (This clause will only be included in the contract if the awardee is a for- profit, large business contractor.)
I.201	DEAR 970.5228-1	INSURANCE – LITIGATION AND CLAIMS (JUL 2013)
I.202	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)
I.203	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) (ALTERNATE II) (DEC 2000)

I.204	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)
I.205	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) (ALTERNATES II AND III) (DEC 2000)
I.206	DEAR 970.5232-3	ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2010)
I.207	DEAR 970.5232-4 Full text below	OBLIGATION OF FUNDS (DEC 2000)
I.208	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)
I.209	DEAR 970.5232-6	STRATEGIC PARTNERSHIP PROJECT FUNDING AUTHORIZATION (APR 2015)
I.210	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)
I.211	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)
I.212	DEAR 970.5235-1	FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2010)
I.213	DEAR 970.5236-1	GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000)
I.214	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (AUG 2009)
I.215	DEAR 970.5243-1	CHANGES (DEC 2000)
I.216	DEAR 970.5244-1 Full text below	CONTRACTOR PURCHASING SYSTEM (AUG 2016) PF 2015-17 (DEVIATION MAR 2015)
I.217	DEAR 970.5245-1	PROPERTY (AUG 2016) (ALTERNATE I) (AUG 2016) (Alternate I will only be included in the contract if the awardee is a nonprofit organization.)

**(I.10) FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) MODIFIED BY DEAR 903.1004(B)(2)(II)**

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Obtain Poster(s) from:

(i) U.S. Department of Energy Office of Inspector General

(ii) <https://www.energy.gov/sites/prod/files/2017/05/f34/HotlinePoster.pdf>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

**(I.21) FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)**

(a) Definitions. As used in this clause –

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

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information  
(44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

#### **(I.42) FAR 52.217-8 OPTION TO EXTEND SERVICES**

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 [any time prior to the expiration of the Contract].

**(I.43) FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)**

- (a) *Definitions.* See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).
- (b) Evaluation preference.
  - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
    - (ii) Otherwise successful offers from small business concerns.
  - (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
  - (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.  
*This clause is not applicable to Battelle Savannah River Alliance, LLC* [ ] Offeror elects to waive the evaluation preference.
- (d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
  - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction.
    - (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

- (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
  - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or
- (4) Construction by special trade contractors.
  - (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;
  - (ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;
  - (iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.
- (f)
  - (1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
  - (2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.
  - (3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.
- (g) *Notice.* The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

**(I.45) FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018)  
(DEVIATION)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C. 1601](#) *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Offeror, upon request by the *Contracting* Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

- (i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
- (ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—
  - (A) The subcontractor is registered in SAM; and
  - (B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

- (1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror

shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

- (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and
- (ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
  - (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
  - (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
  - (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
  - (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of—
  - (i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
  - (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;

- (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-
- (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will-
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
  - (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
  - (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
  - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$250,000, indicating-
    - (A) Whether small business concerns were solicited and, if not, why not;
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
    - (D) Whether HUBZone small business concerns were solicited and, if not, why not;

- (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (F) Whether women-owned small business concerns were solicited and, if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact-
  - (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through-
  - (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if-
  - (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
  - (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see [52.242-5](#)).

- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with [52.219-8\(d\)\(2\)](#).
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
  - (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
  - (7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
- (f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-
  - (1) The master subcontracting plan has been approved;
  - (2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

- (3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in [19.702\(a\)](#), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.
- (j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.
- (k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.
- (l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

- (1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.
  - (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.
  - (ii)
    - (A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
    - (B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.
  - (iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.
  - (iv) The authority to acknowledge receipt or reject the ISR resides—
    - (A) In the case of the prime Contractor, with the Contracting Officer; and
    - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
- (2) *SSR*.
  - (i) Reports submitted under individual contract plans—
    - (A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.
    - (B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
    - (C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.
    - (D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the

Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

- (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
- (F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.
- (ii) *Reports submitted under a commercial plan-*
  - (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.
  - (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
  - (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.
  - (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

**(I.47) FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM  
REREPRESENTATION (JUL 2013)**

- (a) *Definitions.* As used in this clause--  
*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts—
  - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
  - (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards> .
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:  
The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.  
[Contractor to sign and date and insert authorized signer's name and title].

**(I.49) FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS**

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*zero or the overtime premium is paid for work-
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-
- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- \* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

**(I.70) FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.71) FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.80) FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (ALTERNATE I) (JUL 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.

<b>Material</b> <i>(If none, insert "None")</i>	<b>Identification No.</b>
<b>None</b>	

- (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 subparagraph (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.

*Alternate I (Jul 1995)*

- (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.

- (1) 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.
- (2) 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.84) FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

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

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

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

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

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

**(I.102) FAR 52.225-9 BUY AMERICAN – CONSTRUCTION MATERIALS (MAY 2014)**

- (a) *Definitions.* As used in this clause:  
“Commercially available off-the-shelf (COTS) item”

- (1) Means any item of supply (including construction material) that is:
  - (i) A commercial item (as defined in paragraph (1) of the definition at 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 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) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if:
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

None

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
- (i) The cost of domestic construction material would be unreasonable. 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 6 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)
<b>Item 1</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2</b>			
Foreign construction material			
Domestic construction material			

**(I.103) FAR 52.225-11 BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (DEVIATION)**

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

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

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

“Cost of components” means-

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

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy,

Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

- (2) Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore); or
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

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

“Domestic construction material” means-

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

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

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

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

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

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

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

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

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

- (b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
  - (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
  - (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:  
None
  - (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
    - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
    - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
    - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Price;
      - (E) Time of delivery or availability;
      - (F) Location of the construction project;
      - (G) Name and address of the proposed supplier; and
      - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
    - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
    - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract

award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

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

[Include other applicable supporting information.]

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

#### **(I.109) FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on all pages, 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 August 5, 2020, upon which this contract is based.

**(I.116) FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2018) (DEVIATION)**

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-
- (1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.
  - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
  - (4)
    - (i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
    - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
    - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
  - (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in

any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 ([26 U.S.C. 6621\(a\)\(2\)](#)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under [41 U.S.C. chapter 71](#), Contract Disputes.
- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection [30.201-4](#) of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of [\$2,000,000], except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

#### **(I.140) FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

When 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 Department of Energy 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 Department of Energy 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. 89303321CEM000080. This may be confirmed by contacting the Contract Administration Office specified in Section G.

**(I.143) FAR 52.248-3 VALUE ENGINEERING-CONSTRUCTION (OCT 2015)**

- (a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.
- (b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.  
"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.  
"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.  
"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.  
"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).  
"Value engineering change proposal (VECP)" means a proposal that-
  - (1) Requires a change to this, the instant contract, to implement; and
  - (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change-
    - (i) In deliverable end item quantities only; or
    - (ii) To the contract type only.
- (c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.
  - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
  - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action.
- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
  - (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
  - (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing-

- (1) *Rates.* The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-
  - (i) 45 percent for fixed-price contracts; or
  - (ii) 75 percent for cost-reimbursement contracts.
- (2) *Payment.* Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-
  - (i) Accept the VECP;
  - (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
  - (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.
- (g) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.
- (h) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$70,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.
- (i) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract 89303321CEM000080, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data.

(The terms “unlimited rights” and “limited rights” are defined in [part 27](#) of the Federal Acquisition Regulation.)

**(I.147) FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012) (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. The provisions of the clauses at FAR 52.245-1, Government Property, and DEAR 970.5245-1, Property, apply to all property acquired under such authorization.

**(I.149) FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

**(I.160) DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) ALTERNATE I (AUG 2009)**

- (a) *Purpose.* The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) *Scope.* The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as “Contractor”) in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. 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.

*(1) Use of contractor's work product.*

- (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of six (6) months after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any

advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.

- (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) *Access to and use of information.*

- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
  - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
  - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) *Disclosure after award.*

- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

(d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) *Waiver.* Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

(f) *Subcontracts.*

- (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms “contract,” “Contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.
- (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

**(I.175) DEAR 970.5203-3 CONTRACTOR'S ORGANIZATION (DEC 2000)  
(DEVIATION)**

- (a) *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.
- (b) *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.178) DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)  
(DEVIATION)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, --Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  - (1) Employment-related records (such as worker's compensation files; employee relations records; records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
  - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

- (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
  - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
  - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
- (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.
  - (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

**(I.193) DEAR 970.5227-2 RIGHTS IN DATA – TECHNOLOGY TRANSFER (DEC 2000)  
(DEVIATION)**

- (a) *Definitions.*

*Assistant General Counsel for Technology Transfer and Intellectual Property* is the senior intellectual property counsel for the Department of Energy, as distinguished from the NNSA Patent Counsel, and, where used in this clause, indicates that the authority for the activity(ies) being described belongs to DOE.

*Computer databases*, 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 databases.

*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.

*Department of Energy (DOE)*, as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.

*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.

*Open source software*, as used in this clause, means computer software that is distributed under a license in which the user is granted the right 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.

*Patent Counsel* means the DOE or NNSA Patent Counsel assisting the contracting activity.

*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 paragraph (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 database.

*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.

(b) *Allocation of Rights.*

(1) The Government shall have:

- (i) Ownership of all technical data and computer software first produced in the performance of this Contract;
- (ii) Unlimited rights in technical data and computer software first produced or 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 Patent Counsel, appropriate instances of the DOE Strategic Partnership Projects (SPP) Program;
- (iii) 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;
- (iv) 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"). When delivering all contractor produced computer software to the DOE Office of Scientific and Technical Information (OSTI), the Contractor shall submit a complete package as prescribed in paragraph (e)(3) of this clause; 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:

- (i) The right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;
- (ii) 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

- (iii) The right to assert copyright subsisting in scientific and technical works, and works produced by Contractor under DEAR 952.204-75, 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 works 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.
  - (4) In the performance of DOE contracted obligations, the Contractor is required to manage scientific and technical information (STI) produced under the contract as a direct and integral part of the work and ensure its broad availability to all customer segments by making STI available to DOE's central STI coordinating office (OSTI) per DOE O 241.1B or its successor version.
- (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), (e) or (f) of this clause.
  - (2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph paragraphs (d), (e) or (f) 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.
  - (3) If the Contractor has not been granted permission to assert copyright in data or computer software first produced under the contract where such permission is necessary and if the Government desires to obtain copyright in such data or computer software, the Contracting Officer may direct the Contractor to establish claim to copyright in such data or computer software and to assign such copyright to the Government or its designated assignee.
- (d) *Copyrighted works (scientific and technical works).*
- (1) The Contractor shall have the right to assert, without prior approval of the contracting officer, copyright subsisting in scientific and technical works composed under this contract or based on or containing data first produced by the Contractor in the performance of this Contract, and published in academic, technical or professional journals, symposia, proceedings, contributions to chapters of book compilations or similar means of dissemination to make broadly available to the public or scientific

community for the purpose of scientific research, knowledge and education. Such scientific and technical works may be recorded or fixed in any medium including but not limited to print, online, web, audio, video or other medium, and released or disseminated through any communication or distribution channel including but not limited to articles, reports, books, non-architectural drawings, repositories, videos, websites, workshops, or social media.

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) For each scientific or technical work first produced or composed under this Contract and submitted for publication or similar means of dissemination, the contractor shall provide notice to the publisher of the Government's license in the copyright that is substantially similar to or otherwise references one of the notices below:

A suitable notice (long version) reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright follows;

Notice: This work was produced 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 work for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the submitted manuscript version of this work, or allow others to do so, for United States Government purposes. The Department of Energy will provide public access to these results of federally sponsored research in accordance with the DOE Public Access Plan (<http://energy.gov/downloads/doe-public-access-plan>).

(End of Notice)

A suitable notice (short version) reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright follows:

Notice: This work was produced by *[insert the name of the Contractor]* under Contract No. *[insert the contract number]* with the U.S. Department of Energy. Publisher acknowledges the U.S. Government license to provide public access under the DOE Public Access Plan (<http://energy.gov/downloads/doe-public-access-plan>).

(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 works 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, when the Contractor needs to control distribution to advance the goals of the technology transfer mission and 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) Except for scientific and technical works under (d) above 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 software) 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 funding 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 exclusively by DOE will be expressly withheld. Such excepted categories include data whose release (A) would be detrimental to national security, i.e., classified by statute or executive order or controlled 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.

- (iv) The Contractor will obtain the advanced written permission of the Patent Counsel to assert copyright where data are determined to be in the following excepted categories: (a) under export control restrictions, (b) developed with Naval Reactors' funding, and (c) subject to disposition of data rights under treaties and international agreements. 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 at DOE's Office of International Affairs (International Commitments—IEC) (<http://energy.gov/ia/iec-documents>).

- (2) Patent Counsel—Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 60 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 therefor. If Patent Counsel grants permission for the Contractor to assert copyright in computer software, the permission automatically extends to subsequent minor versions (e.g., minor revisions, patches and bug fixes) having the same funding source, same name and substantially same functionality as the original computer software, and may be extended to subsequent major versions representing significant modifications of the program with the approval of Patent Counsel.

- (3) Permission for Contractor to Assert Copyright.

- (i) For computer software, the Contractor shall furnish, or make available, to OSTI in accordance with OSTI guidelines at the time permission to assert copyright is given under paragraph (e)(2) of this clause:
- (A) announcement information/metadata contained in the Software Announcement Notice 241,
  - (B) the source code and executable file for each software program, and
  - (C) documentation, if any, which may consist of a user manual, sample test cases, or similar information, needed by a technically competent user to understand and use the software (whether included on the software media itself or provided in a separate file or in paper format)
- (ii) 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.

- (iii) Unless otherwise directed by the Patent Counsel, 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, or make available, to OSTI in accordance with OSTI guidelines, 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.
- (iv) Once the Contractor is given permission to assert copyright in data, the Contractor may begin to commercialize the copyrighted data by making copyrighted data available for licensing to third parties and by offering other types of distribution to third parties. During the period in which commercialization activities pertaining to the copyrighted data are continuing, or for a specified period of time prescribed by Patent Counsel in paragraph (e)(2) above, 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. For all previously approved and current copyrighted data that the Contractor is actively commercializing, the Contractor may continue to commercialize in accordance with this paragraph.
- (v) When the Contractor abandons commercialization activities pertaining to the copyrighted data or at the end of the specified periods as prescribed by Patent Counsel in paragraph (e)(2) above, 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.
- (vi) If at any time the Contractor abandons commercialization activities for copyrighted data, it shall notify OSTI and Patent Counsel, and upon request assign the copyright to the Government, so that the Government can distribute the data to the public. When the Contractor abandons commercialization activities, the Contractor will provide to OSTI the latest version of the copyrighted data (for example, source code, object code, minimal support documentation, drawings or updated manuals). In addition, the Contractor will provide annually to Patent Counsel, if requested, a list of all copyrighted data that the Contractor has abandoned commercial licensing activity during that year.
- (vii) 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)(iv) and (v) of this clause. Such action shall be taken when the data are delivered to the Government, licensed or deposited for registration as a published work in the U.S. Copyright Office, or when submitted for publication. The acknowledgment of Government sponsorship and license rights shall be substantially similar to the following:

Notice: These data were produced by (*insert name of Contractor*) under Contract No. [redacted] with the Department of Energy. During the period of commercialization or such other time period specified by DOE, 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. Subsequent to that period, 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)

- (viii) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the period that Contractor is commercializing the software as provided for in paragraph (e)(3)(iv) 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)(i) of this clause. Before licensing under this subparagraph (viii), 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."
  - (ix) 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.
- (4) The following notice may be included in computer software prior to any publication or release 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, prior to any publication or release and prior to Contractor's obtaining permission of DOE Patent Counsel to assert copyright.
- (f) *Open software source.* 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) *DOE Program notice for copyright assertion for OSS.*
    - (i) The Contractor shall provide written notice to each DOE Program(s) that have provided a substantial portion of the funding (funding source(s)) to develop the software that the Contractor intends to release as OSS unless the funding Program(s) have previously provided blanket approval for all software developed with funding from that Program or a specific DOE project stipulates the software to be released as OSS. Unless Program has objected to the assertion of copyright within ten working days of such written notice, the Contractor may assert copyright in the software. If notification to funding DOE Program(s) is not practicable, the Contractor shall consult with Patent Counsel, which may provide approval. For software developed under a CRADA, User Facility Agreement, or SPP Agreement, authorization from the CRADA Participant(s) or User Facility User(s), or SPP Sponsor(s), as applicable, shall be additionally obtained for OSS release unless such Agreement has a provision providing for copyright.
    - (ii) If the software is developed with funding from a federal government agency or agencies (funding source(s)) other than DOE, then authorization from all the funding agency(ies) 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(ies). 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 approval from such federal government agency(ies) is not practicable, the Patent Counsel may provide approval instead.
  - (2) *Assert copyright in the OSS.* Once the Contractor has met the Program and sponsor approval requirements set forth in paragraph (f)(1) of this clause, copyright in the software to be distributed as OSS may be asserted by the Contractor, or, for OSS developed under a CRADA, User Facility Agreement, or SPP Agreement, copyright in the software to be distributed as OSS may be asserted either by the Contractor, CRADA

Participant, User Facility User, or SPP Sponsor, as applicable, whereby such assertion precludes marking such OSS as protectable from public distribution.

- (3) *Submit Software Announcement Notice 241.4 to OSTI.* The Contractor must submit the Software Announcement Notice (AN) 241.4 (or the current notice as may be required by DOE) to DOE's OSTI, which may require the unique URL (i.e., a persistent identifier) from which the software can be obtained so that OSTI can announce the availability of the OSS and the public has access via the URL.
  - (4) *Maintain OSS record.* The Contractor must maintain adequate records of all software distributed as OSS. Upon request of the Patent Counsel, the Contractor shall provide the necessary information regarding any or all OSS.
  - (5) *Provide public access to the OSS.* The Contractor shall ensure that the OSS is publicly accessible as open source via the Contractor's website, DOE, software repositories or other industry methods.
  - (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 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) An industry standard disclaimer 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. This provision may 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 (f) and (g) of the clause within this contract entitled Technology Transfer Mission (48 CFR 970.5227-3). The requirement for the 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) *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 to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.
  - (10) *Contractor abandons OSS.* If the Contractor ceases to make OSS publicly available, then the Contractor shall submit to OSTI the object code and source code of the latest version of the OSS developed by the Contractor in addition to a revised Announcement Notice 241.4 (which includes an abstract) and the Contractor shall direct any inquiries from third parties seeking to obtain the original OSS to OSTI.
- (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 DOE policy and procedures by using "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Other modifications (e.g., Alternates II through IV of that clause or using "Special Works" at 48 CFR 52.227-17) may be made with the approval of the Patent Counsel. 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 the 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). 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, the Contractor shall instead use the "Rights in Data-Facilities" clause at 48 CFR 970.5227-1.
  - (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. [REDACTED] 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. [REDACTED]. 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. [REDACTED] 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, e.g., 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.

**(I.194) DEAR 970.5227-3 TECHNOLOGY TRANSFER MISSION (AUG 2019)  
(DEVIATION)**

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 Strategic Partnership Projects (SPP); providing information exchanges; and making available laboratory 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, SPP, science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.
- (3) *Trademarks and service marks.* The Contractor, with notification to DOE Patent Counsel, is authorized to protect goods/services resulting from work at the Laboratory through Trademark and Service Mark protection. DOE reserves the right to require the Contractor to cancel registration or cease the use of any such mark upon written notice. The Laboratory name, including nicknames, and associated logos are owned by the Department of Energy and shall be protected by DOE Patent Counsel. In furtherance of the technology transfer mission, should the Contractor want to assert trademark or service mark protection for any word, phrase, symbol, design, or combination thereof that includes or is associated with the Laboratory name, the Contractor must first notify the DOE Patent Counsel. All marks resulting from work at the Laboratory that are not owned by DOE, whether registered with the United States Patent and Trademark Office or not, are subject to paragraph (i) (*Transfer to Successor Contractor*) of this clause, below, unless an exception is allowed by the DOE Patent Counsel.

(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) *Department of Energy (DOE)*, as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.
- (10) *Patent Counsel* means the DOE or NNSA Patent counsel assisting the contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

(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, widespread notice of technology transfer opportunities, and early stage and precommercial technology demonstration to remove barriers that limit private sector

- interest and demonstrate potential commercial applications of any research and technologies arising from Laboratory activities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract.
- (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) Require employees with a substantial role in negotiation, approval and performance of the CRADA in paragraph (n) to conform with standards of conduct and integrity in connection with the 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 SPP 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; and
  - (9) Notify non-Federal sponsors of SPP activities, of any relevant Intellectual Property interest of the Contractor prior to execution of SPPs.
  - (10) Notify the Contracting Officer and the funding party or program prior to evaluating a proposal 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, the Contractor shall, in its licensing and assignments of Intellectual Property, 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 licensing and assignment decisions involving 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 the proposed licensee or 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; and
      - (B) in licensing 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 (f)(1)(ii)(B) of this clause, 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; and
      - (D) The Contractor shall 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 are 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. Except for CRADA and SPP where the guidance is already provided elsewhere, 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, 15 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. The Contractor shall notify the Contracting Officer of any changes to that policy, and such changes, shall be subject to the approval of 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 or several packages if necessary, 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 by statute or executive order or controlled under Section 148 of the Atomic Energy Act (42 U.S.C. 2168), as amended, or is subject to export control for nonproliferation and other nuclear-related national security purposes. 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 may be included in the Annual Laboratory Plan and 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. The Contractor, in considering these factors, may rely upon the following information
    - (A) U.S. Trade Representative inventory of Foreign Trade Barriers;
    - (B) U.S. Trade Representative Special 301 Report; and
    - (C) Such other relevant information available to the Contracting Officer. The Contractor shall 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.
  - (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. A final report, upon completion of a CRADA, shall be provided to DOE's Office of Scientific and Technical Information; reports marked as Protected CRADA Information will not be released to the public for a period up to five years, in accordance with the terms of the CRADA.
  - (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) *Strategic Partnership Projects and User Facility Programs.*

- (i) SPP 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.*, SPP 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 SPP 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 SPP 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 negotiation, approval or performance 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 negotiation, approval or performance of the CRADA;
    - (2) Receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the negotiation, approval or performance of the CRADA; or
  - (B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the negotiation, approval or performance 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 negotiation, approval or performance 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 negotiation,

approval or performance 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 negotiating, approving or performing 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 Contractor'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.

**(I.195) DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)  
(DEVIATION)**

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.
- (c)

- (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed the simplified acquisition threshold at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.
- (2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed the simplified acquisition threshold.
- (3) Omissions of an authorization and consent clause from any subcontract, including those valued less than the simplified acquisition threshold does not affect this authorization and consent.

**(I.196) DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION)**

- (a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed the simplified acquisition threshold.

**(I.199) DEAR 970.5227-10 PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002) ALTERNATES I AND II (DEVIATION)**

- (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 Part 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) *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 DOE's Office of International Affairs (International Commitments--IEC) (<http://energy.gov/ia/iec-documents>), 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.

- (3) *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 by statute or executive order or controlled 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); and,
  - (D) Solid State Energy Conversion Alliance (SECA) if 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, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.
- (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 or made available for publication at the time of disclosure. The disclosure shall identify if 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 notify the agency of any accepted manuscript describing the invention for publication or on sale or public use planned by the contractor that is 60 days prior to the end of the statutory period. The Contractor shall notify 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 reporting under this subparagraph.* Reporting of Subject Invention disclosures, election of title, filing of patent applications and associated activities under subparagraphs (c)(1), (2) and (3) is reported to the agency and Patent Counsel using the NIH's iEdison portal unless the Contractor receives a waiver from Patent Counsel.
  - (5) *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.
  - (6) *Publication review.* During the course of the work under this contract, the Contractor 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. Contractor's Invention Identification Procedures under paragraph (f)(5) should address timely disclosure of inventions, consider whether review is required, and if so, facilitate such review by Contractor personnel responsible for patent matters prior to disclosure of publications in order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor.
- (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 or 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 the annual data call for the Department of Commerce report that includes the number of patent applications filed, the number of patents issued, gross royalties received by the Contractor, licensing activity 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 iEdison invention portal or as otherwise directed by the Patent Counsel.

(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 under which a subject invention was reported, or a statement that no such subject inventions under subcontracts were reported 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) *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) 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.

(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) *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.

**(I.200) DEAR 970.5227-12 PATENT RIGHTS—MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, ADVANCE CLASS WAIVER (DEC 2000) 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; 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, 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 Attachment J-6 entitled Treaties and International Agreements/Waived Inventions 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 Strategic Partnership Projects 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-transferrable, 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.207) DEAR 970.5232-4 OBLIGATION OF FUNDS (DEC 2000)**

(The amount obligated will be inserted at contract award)

- (a) *Obligation of funds.* The amount presently obligated by the Government with respect to this contract is \$1,000,000.00. 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 45 day period hereinafter specified, is in the Contractor's best judgment sufficient to continue contract operations at the programmed rate for only 45 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;
  - (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.216) DEAR 970.5244-1 CONTRACTOR PURCHASING SYSTEM) (AUG 2016) PF  
2015-17 (DEVIATION MAR 2015)**

- (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).
  - (7) Service Contract Reporting clause prescribed in 48 CFR 4.1705.
  - (8) Minimum Wages under Executive Order 13658 clause prescribed in 48 CFR 22.1906.
- (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.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS**

### **SECTION J – LIST OF ATTACHMENTS**

#### **TABLE OF CONTENTS**

#### **DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)**

The following attachments constitute part of this Contract:

<b>Attachment Number</b>	<b>Title of Attachment</b>	<b>Revision Number</b>
J-1	Advance Understanding on Human Resources	
J-2	Performance Evaluation and Measurement Plan (to be incorporated into the Contract post-award)	
J-3	Special Financial Institution Account Agreement (to be incorporated into the Contract post-award, if applicable)	
J-4	Individual Small Business Subcontracting Plan	
J-5	List of Applicable Laws and Regulations (List A)/DOE Directives (List B)	
J-6	Treaties and International Agreements/Waived Inventions	
J-7	Site Services and Interface Requirements Matrix	
J-8	Performance Guarantee Agreement	
J-9	Wage Determinations	
J-10	List of Real Property	
J-11	Government Furnished Services and Information (GFS/I)	
J-12	Community Commitment Plan	
J-13	Contract Transition Deliverables	
J-14	Contractor's Resources (to be incorporated into the Contract post-award)	

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J, ATTACHMENT J-1**

**ADVANCE UNDERSTANDING ON HUMAN RESOURCES**

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## **I. INTRODUCTION**

- (a) This Advance Understanding is intended to document the principles and measures for evaluation of the Contractor's Human Resources Management (CHRM) programs and other items of allowable personnel costs and related expenses that are defined in the Contractor's Compensation Plan and/or not specifically addressed elsewhere under this contract.
- (b) The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practices insofar as they are consistent with this contract. Any changes to the personnel policies or practices in place as of the effective date of this contract which would increase costs, is subject to approval in advance by the Contracting Officer. Any programs or policies initiated for corporate application, permanently or for a finite period, that will impact staffing levels or compensation costs (i.e., furloughs or salary cuts) will not be applicable to Laboratory employees or employees otherwise funded through this contract, without prior approval of the Contracting Officer.
- (c) The Laboratory's programs will comply with the Federal Acquisition Regulation (FAR) cost principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulation (DEAR), for all Human Resources programs. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR as well as to ensure that the cost limitation set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.
- (d) This Attachment J-1 may be modified from time to time by agreement of the Parties. Either Party may, at any time, request that this Attachment J-1 be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Attachment shall be accomplished by executing modification to the prime contract.
- (e) The Laboratory Director may make exceptions to the provisions of this Attachment when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.
- (f) The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer. The Contractor recognizes that the Contracting Officer or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting requests.
- (g) It is understood that no provision of this Attachment can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.

## **II. HUMAN RESOURCES STRATEGY, BUSINESS PLANNING AND PERFORMANCE MANAGEMENT**

The Laboratory Business Plan highlights areas important to DOE and aligns with critical contract vision components. The HR Business Plan, which is subordinate to the Laboratory Business Plan, will be reviewed with DOE representatives at least annually. Contract performance metrics and measures will be developed in partnership with DOE and are detailed in the Section J Attachment entitled "Performance Evaluation and Measurement Plan".

CHRM performance objectives and targets will align with, and facilitate the achievement of the Laboratory mission; be limited in number; focus on strategic results, systems-based measures, and assessment against industry best practices; be developed annually and mutually agreed upon by the Contractor and DOE in accordance with Section J Attachment B entitled "Performance Evaluation and Measurement Plan"; be reviewed periodically to target key strategic objectives and results; and include outcomes that result in cost effective management of laboratory human resources to support accomplishment of DOE and Laboratory mission, strategy and objectives.

## **III. COMPENSATION**

### **(a) Salary increases.**

- (1) Any combination of salary increases for an individual in a single fiscal year, including merit increases and those resulting from reclassification and promotion, which result in a salary that is 25% greater than the employee's salary prior to the increase shall require prior approval by the Laboratory Director. Salary increases that exceed 15% shall be reported annually to the Contracting Officer.
- (2) An administrative stipend may be paid to an employee who is temporarily assigned responsibilities of a higher level position or other significant duties not part of the employee's regular position. The sum of stipend and base salary shall not exceed the maximum salary of the higher level position. The Laboratory Director must authorize administrative stipends that exceed 15% of the appointee's annual base salary. The entire amount of the stipend shall be removed when the employee reverts back to their original position. All stipends shall be reported annually to the Contracting Officer.
- (3) Notwithstanding any other term or condition set forth in this Contract, the Contracting Officer's approval of compensation actions pursuant to Section H Clause entitled "Employee Compensation: Pay and Benefits" will consider:
  - A. relative alignment of proposed salaries with subordinate levels;
  - B. available market data, comparing total-cash compensation; and

- C. total compensation relative to the Executive Compensation Benchmark Amount established periodically by the Office of Federal Procurement Policy (OFPP).

(b) Compensation Increase Plan (CIP).

- (1) The Contractor shall submit the CIP proposal not later than 60 days prior to the start of the new salary cycle.
- (2) In order to pay "on-market-on-average," in the calculation of market position, Laboratory salary data shall be matched to survey data as of the midpoint of the salary cycle (i.e., April 1 for a 10/1-9/30 salary cycle).
- (3) The CIP shall be expressed as a percentage of the reimbursed base payroll for the end of the preceding salary cycle (i.e., the base payroll for 9/30 for a 10/1-9/30 salary cycle)
- (4) Annual funding for promotions shall be included in the Compensation Increase Plan request as a discrete line item. The request for funding for promotions will be based upon actual use for the prior year and anticipated future use, such as classification restructuring.

(c) Payment of Joint Appointees.

Home institutions shall be reimbursed for the joint appointee's salary, fringe benefits and overhead according to the percentage of time the joint appointee works for the host institution. The Laboratory may supplement the joint appointee's salary if it is determined that the home institution's pay scale is not competitive with the Laboratory's pay scale for a comparable position. These supplements are non-base. Such payment must be made through an agreement with the home institution, and the supplemental amount will be paid directly to the home institution. In no case will the home institution be reimbursed an amount greater than what a comparable position at the Laboratory would receive. Such transactions will be approved by the Contracting Officer on a case-by-case basis and will be documented in a quarterly report provided to DOE.

#### IV. ANCILLARY PAY COMPONENTS

(a) Premium Pay.

The Contractor is authorized to provide shift differentials and other premium pay, reporting allowances, meal allowances, and hazardous duty pay, as approved by the Contracting Officer.

(b) Extended work week.

When deemed essential to the performance of work under this contract, an extended work week may be established at the Laboratory or any portion thereof.

(c) Medical evacuation services/insurance.

Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall cover evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.

(d) Foreign Travel.

Allowances payable for official travel in foreign areas will be at rates established by the Secretary of State.

**V. PAYMENTS ON TERMINATION OF EMPLOYMENT**

(a) Sick leave.

The payment of accumulated sick leave upon termination is unallowable.

(b) Vacation.

The Contractor is authorized to pay for accumulated vacation upon termination at the rate in effect as of the date of termination.

**VI. LABOR RELATIONS**

*Note that this section is not currently applicable, but will become applicable if a collective bargaining agreement is established.*

(a) Collective Bargaining.

Costs of fringe benefits and wages paid to employees under collective bargaining agreements are allowable. All other reasonable costs and expenses, such as expenses relating to the grievance process, arbitration and arbitration awards, and other costs and expenses incurred pursuant to applicable collective bargaining agreements and revisions thereto, are also allowable as approved by the Contracting Officer on a case-by-case basis and documented in a quarterly report provided to DOE.

(b) Collective Bargaining Agreements.

The Contractor shall provide copies of collective bargaining agreements to the Contracting Officer as they are ratified or modified.

(c) Bargaining Unit Activity.

Pay for absences from work by employees acting in the capacity of union officers, union stewards and committee members for time spent in handling grievances, negotiating with the Laboratory, and serving on labor management (Laboratory) committees, are allowable per the applicable Collective Bargaining Agreements and consistent with applicable law.

**VII. PROGRAMS INVOLVING EMPLOYEE ABSENCE FROM THE WORKPLACE**

(a) Paid Leave.

The Laboratory will provide a reasonable and cost effective paid leave program. Paid leave may include vacation, holiday, sick, jury, bereavement, voting and personal leave according to approved Laboratory schedules.

(b) Sabbaticals/Temporary Assignments of Laboratory Employees to Other Institutions for Teaching and Research.

The Contractor shall be reimbursed for expenditures consistent with Contracting Officer approved Laboratory policy arising out of an approved employee assignment to another institution for teaching and/or research if the assignment does not exceed one year. However, DOE requires thirty (30) calendar days prior written notice.

(c) Military Leave.

Military leave and associated pay is authorized in accordance with Contractor policies, and/or State or Federal law.

(d) Administrative Leave.

Administrative leave serves as an immediate, temporary solution and is intended to be used for brief periods of time, without charge to leave or loss of pay, to permit the Laboratory to deal with special employment situations regarding an employee who should be kept away from the worksite. This determination is based on a bona fide assessment or belief that the employee poses imminent danger or threat to themselves, to others, or to property, and no other alternative is more appropriate.

Approval of placing an employee on Administrative Leave shall reside with the Laboratory Director. Such approval shall be in writing and fully documented. Written notification along with the approval documentation shall be provided to the Contracting Officer within forty-eight (48) business hours of approval of placing an employee on Administrative Leave.

For a given instance, Administrative Leave for an individual employee shall not exceed fifteen (15) business days.

The Administrative Leave reimbursement may not be extended beyond the fifteen (15) business days unless prior approval to extend charging the Contract is provided by the Contracting Officer due to extenuating circumstances.

In such cases, the Contracting Officer shall be provided a minimum of five (5) business days to consider such a request.

(e) Temporary Domestic Assignment Allowances.

Temporary domestic assignment allowances shall be consistent with Acquisition Letter 2018-08 dated May 3, 2018 entitled "Contractor Domestic Extended Personnel Assignments," which may be revised from time to time, and Contractor policy consistent with the aforementioned AL.

### **VIII. EMPLOYEE TRAINING, EDUCATION AND DEVELOPMENT**

(a) The Laboratory Director or designee shall send an annual report to the Contracting Officer providing the number of employees participating in training, education and development programs and the dollars spent.

(b) The Laboratory shall establish training, education and development programs that are consistent with DOE requirements and guidance, industry standards, and other Federal, State and local regulations. These programs shall ensure that employees are well-qualified and competent to manage facilities and meet mission requirements through administrative, professional and technical excellence.

(1) Training.

The Laboratory may permit selected employees to attend training classes while receiving full pay in order to enable them to acquire the needed skills to qualify them for more responsible jobs and maintain competence in their field.

(2) Education.

(A) The Laboratory may approve and support educational courses taken by employees which serve to improve efficiency and productivity of Laboratory operations, increase needed skills, or prepare employees for increased responsibilities.

(B) An employee or third party on behalf of an employee may be paid for tuition, required textbooks and fees for courses approved in advance by the Laboratory.

(3) Development.

The Contractor shall be reimbursed for the cost of development programs, including but not limited to, apprenticeship training, supervisory training, management development, career updating and redirection, and work-study and other programs supporting the development of staff in fields of interest to the Laboratory.

## **IX. EMPLOYEE PROGRAMS**

### **(a) Awards.**

Annually the Contractor shall provide the Contracting Officer with reports on the individual award program expenditures to include the Salary-Wage Expenditure Report. The Contractor may only expend up to an amount previously approved by the Contracting Officer and per available funding.

#### **(1) Service/Retirement/Non-Performance awards.**

The Contractor is authorized to provide monetary or non-monetary recognition for achievements not based on performance. Awards may include, for example, Length of Service/Retirement Recognition; Safety Awards; Patent Awards; Suggestion Program.

#### **(2) Performance award programs.**

The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.

### **(b) Non-Base Cash Compensation.**

The Contractor may expend non-base cash compensation amounts in payments to employees in accord with programs submitted to and approved by DOE Contracting Officer, including, but not limited to, project incentives, strategic skill stipends, and lump sum amounts in lieu of salary increases. The Contractor will submit their variable pay program for DOE approval. Funding for such program(s) will be subject to annual approval based on available funding. The Contractor will include the amounts expended on an annual basis as part of the Salary-Wage Expenditure Report.

### **(c) Cost of Health Services.**

The Contractor shall be reimbursed for the reasonable costs of operating a Health Unit for Laboratory employees, including but not limited to the following: Pre-employment physicals and other medical examinations required to meet Laboratory employment requirements, medical care for occupational injuries and to provide relief for minor physical complaints of employees while at the Laboratory, and health examinations provided as a health service for employees.

(d) Other.

- (1) The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Profits from group buying services operated for the benefit of all employees may be used to assist in the support of the recreation program. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. Entertainment costs, including costs of amusement, diversions, and social activities are unallowable, as well as directly related costs such as tickets, meals, alcohol, lodging, rentals, transportation and gratuities.
- (2) Wellness program. Costs of a Wellness Program to promote employee health and fitness are allowable. This program shall be limited to activities related to stress management, smoking cessation, exercise, nutrition, and weight loss.
- (3) Employee Assistance Program. The Contractor shall (1) maintain a program of preventive services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training; (2) Submit for approval by the Contracting Officer any changes to the employee assistance program implementation plan; (3) Prepare and submit information to DOE concerning Employee Assistance Program services as requested by the Contracting Officer. Such reports shall not include individual identifiers
- (4) Employee Communications. The costs incurred in the publication, printing and distribution of a newsletter, handbooks and other employee communication media designed to effectuate better employee relations and understanding of this Section J Attachment J-1 and current employment regulations shall be reimbursed.

**X. COSTS OF RECRUITING PERSONNEL**

- (a) On an annual basis, the Laboratory will conduct workforce planning, documented in the form of a plan, and submit it to the Contracting Officer for review and approval. The Plan will identify critical skills necessary to meet mission and contract requirements, provide an updated gap analysis, and outline that year's strategy for

the recruitment and retention of those skills, as well as for any necessary restructuring.

(b) The Contractor may incur costs for the recruitment of personnel except as expressly prohibited in FAR Part 31, as follows:

- (1) Costs of advertising and agency and consultant fees.
- (2) Recruiting Expenses - The Laboratory may reimburse, consistent with other provisions of this contract, employees traveling for recruiting purposes, the actual cost incurred for the following expenses: transportation, lodging, and meals for prospective employees and, when approved, for spouses or representatives of academic institutions, professional societies and other scientific organizations and incidental expenses incurred in recruiting.

- (3) Costs associated with pre-employment screening.

(c) Recruitment/Retention Tools.

In accordance with procedures approved by the Contracting Officer:

- (1) The Contractor may pay a sign-on bonus to recruit employees with critical skills.
- (2) An annual retention bonus is authorized to retain employees with critical skills.
- (3) The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits (*i.e.*, vacation accruals or severance – unless severance has been paid for prior service as indicated in Section H Clause entitled “Employee Compensation: Pay and Benefits”), in accordance with the Contractor’s policies.

## **XI. EMPLOYEE BENEFITS**

(a) Energy Employees’ Occupational Illness Compensation Program Act (EEOICPA).

The Laboratory agrees to comply with requests for information, records, and other program requirements to ensure the orderly administration and adjudication of claims under the EEOICPA.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J, ATTACHMENT J-2**

#### **PERFORMANCE EVALUATION AND MEASUREMENT PLAN**

*Note: An example of the current SRNL Performance Evaluation and Measurement Plan (PEMP) approach has been provided in the procurement website's Documents Library. It is DOE's expectation that future PEMP's will be prepared based on the DOE Guidance for Fiscal Year PEMP's, and incorporated into the Contract as this Attachment J-2.*

*This document is currently being developed and will be added to the contract once completed*

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J, ATTACHMENT J-3**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT  
AGREEMENT FOR USE WITH THE PAYMENTS CLEARED  
FINANCING ARRANGEMENT**

The agreement is entered into this, 30 day of April, 2021, between the UNITED STATES OF AMERICA (the Government), represented by the Department of Energy (DOE) Contracting Officer executing the agreement, Battelle Savannah River Alliance, LLC, a limited liability company existing under the laws of the State of Delaware (hereinafter referred to as the Contractor) and Wells Fargo Bank N.A., a national banking association existing under the laws of the State of Delaware with offices located at 1750 H Street, NW, Suite 200; Attn: Government and Institutional Banking Group; Washington, DC 20005 (hereinafter referred to as the Financial Institution).

**RECITALS**

1. Under date of December 22, 2020, the Government and the Contractor entered into Contract No. 89303321CEM000080 (hereinafter referred to as the "Contract"), or a related supplemental, providing for advance payments to the Contractor. The financial services for the referenced agreement will be provided by the Financial Institution in accordance with the provisions of the Statement of Work G-SOW-B-00122, Rev. 2.
2. The contract or supplemental agreement requires amounts advanced to the Contractor be deposited separate from the Contractor's general or other funds, in a Special Account at a member bank of the Federal Reserve System, any "insured" bank within the meaning of the Act creating the Federal Deposit Insurance Corporation (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration. The parties agree to deposit the amounts with the Financial Institution, which meets the requirement.
3. The special demand deposit account shall be designated "Battelle Savannah River Alliance, LLC Master Account." All ancillary accounts shall be designated the same, but having separate sub-title denoting its specific purpose as in: "Battelle Savannah River Alliance, LLC Payroll Account.", etc.

**COVENANTS**

In consideration of the foregoing, and for other good and valuable considerations, the parties agree to the following conditions:

1. The Government has a lien on the credit balance in the account to secure the repayment of every advance payment made to the Contractor. The lien is paramount to any lien or claim of the Financial Institution regarding the account.
2. The Financial Institution is bound by the terms of the contract relating to the deposit and withdrawal of funds in the Special Account and is unaccountable for the application of funds withdrawn from the account. The Financial Institution acts on written directions from the Contracting Officer, the administering office, or a duly authorized representative of either. The Financial Institution is unaccountable to any party to the Agreement for any actions complying with the written directions. Any written directions received by the Financial Institution through the Contracting Officer on DOE stationery and purporting to be signed by, or by the direction of DOE or duly authorized representative, may be, as far

as the rights, duties, and liabilities of the Financial Institution are concerned, considered as being properly issued and filed with the Financial Institution by DOE.

3. The Government, or the Government's authorized representatives, has access to the books and records maintained by the Financial Institution regarding the Special account at reasonable times and for reasonable purposes, including, the inspection or copying of the books and records and any and all pertinent memoranda, checks, correspondence, or documents. The Financial Institution preserves the books and records for a period of six (6) years after the closing of the Special Account.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings regarding the special account, the Financial Institution will promptly notify DOE at:

Marie Garvin, Contracting Officer  
U.S. Department of Energy  
Savannah River Operations Office  
Office of Contracts Management  
P.O. Box A  
Aiken, SC 29802  
Phone: (803) 952-8238  
Fax: (803) 952-9452

5. DOE authorizes funds to the extent obligations have been incurred in good faith thereunder by the Contractor to the Financial Institution for the benefit of the special demand deposit account. The Financial Institution agrees to honor upon presentation for payment any payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible. In the event the balance remaining in the Letter of Credit limitation is not sufficient to cover the checks presented, the Department of Treasury will, at the specific authorization of the Contractor and the DOE, instruct the Federal Reserve Bank to immediately wire a transfer of funds from the Department of Treasury account to the Performing Party's account, for the benefit of the Contractor's Special Bank Account, in an amount sufficient to cover the check presented in excess of the available Letter of Credit balance.
6. The Financial Institution agrees to service the account based on the requirements and specifications contained in Statement of Work G-SOW-B-00122, Rev. 2 and in accordance with the provisions of the existing agreement with DOE and Savannah River Nuclear Solutions. The Financial Institution agrees per-item costs, detailed in the Schedule of Services and Fixed Unit Charges, as addressed in SRNS Amendment 8, will remain constant during the term of the Agreement. The Financial Institution calculates the monthly fees based on services rendered and invoices the contractor. Payments under this Agreement shall be by Electronic Funds Transfer (EFT). The Financial Institution agrees that for any inconsistencies between this Agreement and the incorporated documents, this Agreement will control the addressing of that matter.

7. The Financial Institution posts collateral in accordance with 31 CFR 202 with the Federal Reserve bank in an amount equal to the net balances in any of the accounts included in the Agreement, less the Treasury-approved deposit insurance.
8. This Agreement, with all its provisions and covenants, shall be in effect for a term of five months, beginning on the 30 day of April 2021, and ending on the 30 day of September 2021.
9. DOE, the Contractor, or the Financial Institution may terminate the Agreement at any time within the agreement period upon providing written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during the 90-day period are contained in Covenant 12.
10. DOE or the Contractor may terminate the Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find the Financial Institution has failed to substantially perform its obligations under the Agreement or the Financial Institution is performing obligations in a manner which precludes administering the program in an effective and efficient manner or precludes the effective utilization of the Government's cash resources.
11. Notwithstanding the provisions of Covenants 9 and 10, in the event the Agreement, referenced in Recital (1), between DOE and the Contractor is not renewed or is terminated, the Agreement between DOE, the Contractor, and the Financial Institution terminates automatically upon the delivery of written notice to the Financial Institution. Therefore, a subsequent agreement based upon this Agreement, may be entered into between DOE, the new "replacement" contractor, and the Financial Institution to continue the original term of this Agreement if all parties to this Agreement, including the "terminating" contractor, agree.
12. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

#### TERMS

The Agreement continues to be in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 8)
2. Termination of Agreement (Covenant 9 and 10)

All terms and conditions of the aforesaid bid submitted by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

13. The following documents are incorporated into and made part of this Agreement, subject to the following condition:

Condition:

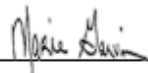
Any requirement and/or language requiring the indemnification of Wells Fargo Bank N.A., wherever found the documents below, is hereby deleted in its entirety and rendered not applicable to this Agreement, even if an authorized representative of the Contractor were to execute any of the documents contained therein.

The terms "Supplier", "Seller" and "Subcontractor", wherever found in the below documents, shall for the purposes of this Agreement, mean the Financial Institution.

1. Statement of Work G-SOW-B-00122, Rev. 2
2. Schedule of Services and Fixed Unit Charges
3. SRNS Amendment 8
4. Commercial Account Agreement effective March 1, 2013
5. Acceptance of Services - ACH, Wires and Stagecoach Sweep (TM-1521 dated 11/14/12)
6. Master Agreement for Treasury Management Services (TM-1450 dated 9/2/10)
7. Commercial Account Authorization & Agreement - Signature Card
8. Commercial Checking Account Authorization & Agreement - Signature Card
9. Addendum To Commercial Account Authorization & Agreement (Signature Card) For Authorized Signers
10. Funds Availability Policy (TM-2548 dated 8/15/11)
11. Commercial Depository Service Description (TM-1416 dated 1/31/10)
12. Wells Fargo Returned Item Services Service Description (TM-2163 dated 1/31/10)
13. Returned Item Decisioning Service Description
14. Wholesale Lockbox Service Description (TM-1527 dated 10/17/11)
15. Commercial Electronic Office (CEO) Service Description (TM-1426 dated 1/31/10)
16. Wells Fargo Remote Deposit Capture Service Description (TM-1864 dated 3/16/11)
17. ACH Origination Service Description (TM-1423 dated 6/8/11)
18. WellsTAX Service Description (TM-1520 dated 4/18/12)
19. Wire Transfer Service Description (TM-1440 dated 11/3/11)
20. Wire Transfer Services Security Procedure Agreement
21. CEO Wire Transfer User ID Authorization Form -No Self Administration
22. Information Reporting Service Description (TM-1431 dated 1/31/10)
23. Stops-Images-Search Service Description (TM-1434 dated 4/20/06)
24. Account Reconciliation Plan Service -Service Description (TM-1408 dated 1/31/10)
25. CheXstor ® Service Description (TM-1410 dated 1/31/10)
26. Controlled Disbursement Service Description (TM-1429 dated 11/8/10)
27. Image Positive Pay Service Description (TM-1418 dated 7 /19/11)
28. Wells Fargo Paycard Service Description and Terms of Service (TM-1417 dated 7/18/11)
29. Payment Authorization Service Description (TM-1420 dated 1/31/10)

IN WITNESS WHEREOF the parties hereto have caused this Agreement, which consists of 6 pages, including the signature pages, to be executed as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: 

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

Date: 5/28/2021

BATTELLE SAVANNAH RIVER  
ALLIANCE, LLC

By: 

Deborah U. Mann, Chief Financial Officer  
Battelle Savannah River Alliance  
Savannah River Site  
Building 730-2B  
Aiken, SC 29802-0900

Date: 05/07/2021

WELLS FARGO BANK N.A.

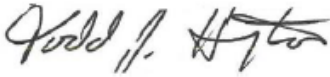
By: David N. Ryder Digitally signed by David N. Ryder  
Date: 2021.05.05 08:24:20 -0400

Mr. David Ryder, Senior Vice President  
Well Fargo Bank, N.A.  
1750 H Street, NW, Suite 200  
Attn: Government and Institutional Banking  
Washington, DC 20005

Date: \_\_\_\_\_

CERTIFICATE

I, Todd J. Harrington, certify that I am the Secretary of the limited liability company named as Contractor herein; that Deborah U. Mann, who signed this Agreement on behalf of the Contractor, was then the Chief Financial Officer of said company and that said Agreement was duly signed for the and in behalf of said company by authority of its governing body and is within the scope of its corporate powers.



Todd J. Harrington

CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Financial Institution; that \_\_\_\_\_, who signed this Agreement on behalf of the Financial Institution, was then \_\_\_\_\_ of said corporation and that said Agreement was duly signed for the and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_

**SECRETARY'S CERTIFICATE**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

I, Beverly W. Jackson, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

\*\*\*

**B. Vice Presidents and Above**

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance,

improvement and/or operation of any real or personal property owned, held or leased by the Bank for its own account; *provided, however*, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided, however*, that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

#### C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

\*\*\*

15. Agreements (including any amendments, terminations and any other documents or ancillary agreements related thereto) and proposals to provide services to or receive services from third parties.

\*\*\*

#### D. Designated Signers; Other Officers; Certification; Effect of Previous Resolutions

RESOLVED, that any Senior Executive Officer, any Senior Vice President, and any Vice President, acting alone, by filing a written authorization with the Secretary of the Bank, may authorize other persons ("Designated Signers") to execute any of the agreements, instruments, or other documents contemplated in the preceding resolutions, but only to the extent of the authorizing officer's own authority thereunder, which Designated Signer shall retain such authority until such authorization expires pursuant to the terms set forth therein, or until relieved of such authority in a written instrument filed with the Secretary of the Bank by the authorizing officer, another officer of equal or greater authority, the Board of Directors or any committee thereof, or until termination of the Designated Signer's employment with the Bank or any of its affiliates;

RESOLVED, that for purposes of the foregoing resolutions, the signing authority of a Senior Managing Director shall be equivalent to that of an Executive Vice President, the signing authority of a Managing Director shall be equivalent to that of a Senior Vice President, the signing authority of a Director shall be equivalent to that of a Vice

President, and the signing authority of an Associate shall be equivalent to that of an Assistant Vice President;

RESOLVED, that the signature of the Secretary or of any Assistant Secretary of the Bank shall be required to certify any resolution adopted by the Board of Directors of the Bank or any committee thereof, the incumbency, title or signature of any officer of the Bank and any designation of authority under these resolutions or otherwise, and the Secretary or any Assistant Secretary of the Bank may also certify any records or other documents created in the ordinary course of the business of the Bank; and

RESOLVED, that these resolutions shall supersede any resolution previously adopted by the Board of Directors of the Bank or any committee thereof to the extent that such previous resolution is inconsistent herewith.

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that his correct title appears beside his name, and that on said date he was duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:

Name	Title
David Ryder	Senior Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 17th day of March, 2021.



*Beverly W. Jackson*  
Assistant Secretary

\*\*\* Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**ATTACHMENT J-4**

**INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN**

**SMALL BUSINESS INDIVIDUAL SUBCONTRACTING  
PLAN**

**DEPARTMENT OF ENERGY**

**BATTELLE SAVANNAH RIVER ALLIANCE, LLC**

**SAVANNAH RIVER NATIONAL LABORATORY  
MANAGEMENT AND OPERATING CONTRACT**

Contract No.  
89303321CEM000080  
Attachment No. J-4

## **1.1 CORPORATE COMMITMENT**

For Battelle Savannah River Alliance, LLC (BSRA), supporting small business (SB) is an integral part of our organization, culture, and business philosophy. We will work together with our SBs to achieve success through workshops, training, financial stewardship, and mentoring. Our SB approach is highly structured and organized, combining best practices and successes from other national laboratories operated and managed by our parent company, Battelle. We will maintain a dynamic Small Business Outreach Program, continually augmenting our supplier and subcontractor sources and databases, and managing relationships with SBs, small disadvantaged businesses [including Alaska Native Corporations/Native American concerns] (SDB), women-owned small businesses (WOSB), historically underutilized business zone small businesses (HUBZone), veteran-owned small businesses (VOSB), and service-disabled veteran-owned small businesses (SDVOSB) concerns. All references to SBs in this document are intended to be inclusive of overall SB and each of the socioeconomic categories as defined by the Small Business Administration (SBA) and the Federal Acquisition Regulation (FAR).

In support of the U.S. Department of Energy's (DOE's) ongoing commitment to SB and in accordance with FAR 52.219-9, BSRA submits this Small Business Individual Subcontracting Plan for management and operation of the Savannah River National Laboratory (SRNL).

## **1.2 SUBCONTRACTING GOAL SUMMARY**

BSRA has prepared the SRNL subcontracting goals with the commitment to incorporate SBs to the maximum extent possible within efficient contract performance. We acknowledge that SRNL may have existing SB subcontracts that SRNL may continue to execute after award. BSRA commits to following SRNL lead and engaging only at SRNL's request. SB subcontracts will be identified based on needs as requested by SRNL, and will be managed as a direct function with respect to SRNL scopes and terms.

This Plan establishes annual SB subcontracting goals for the five-year Base Period (Figure 1.1). The Plan was developed through study of SRNL and in consideration of the assignment of existing SB subcontracts upon award. We studied various sources, including the funding values found in the RFP Attachment L-6 and the Management & Operating Subcontract Reporting Capability (MOSRC), to examine current SB trends at the Laboratory. Any revision to the goals or any other section of the Plan shall be in writing, approved by the Contracting Officer, and incorporated as an attachment in Section J-4.

In accordance with RFP Section H.75 entitled "Subcontracted Work", BSRA will subcontract at least \$12M to SBs on an annual basis.

## ANNUAL FIVE-YEAR BASE PERIOD SMALL BUSINESS SUBCONTRACTING GOALS

ANNUAL FIVE-YEAR BASE PERIOD SUBCONTRACTING GOALS		
Business Type	Anticipated Dollars Subcontracted	Percent Subcontracted Dollars
Total Subcontracted Dollars	\$33,765,400	100%
To Large Business	\$16,204,320	48%
To Small Business	\$17,561,080	52%
To SDB	\$1,688,270	5%
To WOSB	\$1,688,270	5%
To HUBZone	\$1,012,962	3%
To VOSB	\$1,012,962	3%
To SDVOSB	\$1,012,962	3%

**Figure 1.1** Annual Five-Year Base Period Small Business Subcontracting Goals for DOE's SRNL Contract.

## PRINCIPAL SUPPLIES AND SERVICES TO BE SUBCONTRACTED

The principal categories to be subcontracted are identified in Figure 1.2. Following award, the anticipated supplies and services to be subcontracted will be revised annually when revised funding levels are determined.

The following is an estimate of the principal types of supplies and services to be subcontracted under this contract, and an indication of the supplies and services planned for subcontracting to the six categories of SB.

SUPPLIES AND SERVICES TO BE SUBCONTRACTED						
Supplies and Services	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB
Analytical Laboratory Equipment & Supplies	X	X				
Electronic and Precision Equipment Repair & Maintenance	X	X			X	
Laboratory Machinery & Equipment Purchase/Lease	X					
Laboratory Machinery & Equipment Repair and Maintenance	X				X	X
Facilities Maintenance & Repair Services	X	X			X	X
Computers, Peripherals & Software	X	X	X	X		
Computers Systems Programming & Design Services	X	X	X		X	X

SUPPLIES AND SERVICES TO BE SUBCONTRACTED						
Supplies and Services	SB	SDB	WOSB	HUBZone	VOSB	SDVOSB
IT and Communications Equipment Maintenance & Service	X	X		X	X	X
Safeguards and Securities	X	X	X			
Professional Services	X	X	X			
Administrative and Support Services	X	X	X	X	X	X
Maintenance, Repair and Operation Equipment & Supplies	X	X			X	X
Electrical Equipment & Supplies	X	X		X	X	X
Office Equipment & Supplies	X	X	X	X		

**Figure 1.2** *Supplies and Services Anticipated to Support the SRNL Contract.*

### 1.3 METHOD USED TO DEVELOP SUBCONTRACTING GOALS

Our SB strategy and SB subcontracting goals for the SRNL contract were developed through detailed study of SRNL and in consideration of the possible assignment of existing SB subcontracts upon award. With limited knowledge of existing subcontractors, we studied various sources, including the Management Operating Subcontract Reporting Capability (MOSRC), to examine current SB trends at the Laboratory.

### 1.4 METHOD USED TO IDENTIFY POTENTIAL SOURCES

BSRA employs various methods for identifying potential SB offerors, including company source lists; attendance at conferences and networking events; working with local SBA and Procurement Technical Assistance Centers; and searching in internal and external databases. This ensures a maximum number of SB firms capable of providing the required supplies/services are considered. Specific methods used to identify potential sources include:

- ▶ Conducting acquisition planning that includes identification of SB subcontracting opportunities.
- ▶ Maintaining company lists to include an internal vendor database.
- ▶ Contacting sources from external databases such as System for Award Management (SAM) and SBA Dynamic Small Business Search (DSBS) as well as other appropriate websites.
- ▶ Interacting as appropriate with the DOE Small Business offices, SBA district offices, Small Business Development Centers, Procurement Technical Assistance Centers, and other organizations in the region that support SBs and diverse businesses.
- ▶ Establishing, maintaining, and using SB source lists, guides, and other data for soliciting sources.

- ▶ Executing a robust outreach program to effectively implement the subcontracting plan.
- ▶ Executing a “*Small Business First*” philosophy: Any new subcontract or material procurement is first sourced through the SB community. If it is determined that the service or material cannot be procured through an SB and meet efficient contract execution, only then is it acquired from a large business.

## 1.5 INDIRECT AND OVERHEAD CHARGES

Indirect and overhead costs have not been included in the goals specified in this subcontracting plan.

## 1.6 SMALL BUSINESS PROGRAM ADMINISTRATOR

Name: Sharon Marra

Title: Deputy Laboratory Director, Operations

Address: Savannah River National Laboratory, Savannah River Site, Aiken, SC 29808

BSRA’s Small Business Liaison Officer is responsible for monitoring performance relative to contractual subcontracting requirements contained in this plan. The following responsibilities will be augmented by a Small Business Program Administrator assigned specifically to this contract.

- ▶ Maintaining a capabilities database of SB concerns for compiling bidders lists.
- ▶ Ensuring procurement and contracting policies and procedures are structured to permit all SB concerns to participate to the maximum extent possible.
- ▶ Promoting inclusion of SB concerns in all solicitations for products or services for which they are capable of providing.
- ▶ Monitoring solicitations to ensure statements, clauses, etc. that may tend to restrict or prohibit SB participation are not included.
- ▶ Ensuring periodic rotation of potential suppliers and subcontractors in the internal capabilities database.
- ▶ Conducting or arranging for the training of Procurement and Contracts personnel regarding the requirements of the subcontracting plan.
- ▶ Attending or arranging for attendance of company counselors at SB outreach and networking events.
- ▶ Monitoring attainment of proposed goals and recommending corrective action as necessary.
- ▶ Preparing and submitting required subcontracting reports.
- ▶ Coordinating BSRA’s activities during the conducting of SB compliance reviews; if BSRA decides to change the person in this position, we will notify the Contracting Officer.
- ▶ Establishing and implementing an official “Mentor-Protégé” program in accordance with Department of Energy Acquisition Regulation (DEAR) 919.70.

## 1.7 EQUAL OPPORTUNITY STATEMENT

It is BSRA’s policy to comply with all Government regulations and public law, including those concerning SB concerns. It is an established BSRA policy that SBs have an equitable

- i. Source lists, guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- ii. Organizations contacted to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- iii. On a contract-by-contract basis, records for all subcontract solicitations over \$150,000 which indicate for each solicitation (A) whether small business concerns were solicited, and if not, why not; (B) whether veteran-owned small business concerns were solicited, and if not, why not; (C) whether service-disabled veteran-owned business concerns were solicited, and if not, why not; (D) whether HUBZone small business concerns were solicited, and if not, why not; (E) whether small disadvantaged business concerns were solicited, and if not, why not; (F) whether women-owned small business concerns were solicited, and if not, why not; and, (G) reasons for the failure of solicited concerns to receive the award, if applicable.
- iv. Records of other outreach efforts, e.g., contacts with minority and small business trade associations, business development organizations, veterans services organizations, attendance at small, minority, and women-owned small business procurement conferences and trade fairs.
- v. Records of internal activities to (A) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (B) monitor activities to evaluate compliance.
- vi. On a contract-by-contract basis, records to support subcontract award data submitted to the Government including the name, address, and business size of each subcontractor.

## **1.11 ASSURANCES IN USE OF SMALL BUSINESSES**

BSRA used a WOSB in the preparation of this proposal and will make a good faith effort consistent with efficient contract execution to acquire those goods and services from the SB used in the preparation of our proposals in the same or greater scope, amount, and quantity used in preparing the proposal. This includes SBs listed in the proposal and/or Subcontracting Plan, and when the SB's pricing, cost information, or technical expertise was used in the preparation of the proposal.

## **1.12 WRITTEN EXPLANATIONS**

BSRA provides the DOE assurance that a written explanation will be submitted to the Contracting Officer if we are unable to fulfill the requirements of paragraph 1.11 above during execution of those contracts in which SBs were used in the preparation of the proposal. The explanation, if required, will be submitted within 30 days of contract completion.

## **1.13 SUBCONTRACTOR COMMUNICATION ASSURANCES**

opportunity to compete for BSRA purchases consistent with the efficient performance of BSRA's business as detailed in our standard practices.

Other efforts to assure that SB concerns will have an equitable opportunity to compete for subcontracts include, but are not limited to:

- ▶ Viable programs established to effectively implement the Small Business Subcontracting Plan, with project managers and supply chain personnel kept informed and current through department reviews and ongoing training programs.
- ▶ Access to databases and source lists of SBs available to procurement and contracting personnel.
- ▶ Explanation of the absence of SB sources on any award over \$150,000 that must be noted in the award file.
- ▶ BSRA staff who are available to assist SB concerns.
- ▶ Special payment terms that may be arranged if necessary for SB concerns.

## **1.8 SUBCONTRACTOR FLOW-DOWN REQUIREMENTS**

Clause 52.219-8, Utilization of Small Business Concerns, will be inserted in RFPs and subcontracts offering further subcontracting opportunities when the amount is expected to exceed the simplified acquisition threshold, unless it is a personal services subcontract or is being performed entirely outside of the United States and its outlying areas.

Clause 52.219-9, Small Business Subcontracting Plan, will be inserted in solicitations and contracts that offer further subcontracting opportunities when the contract amount is expected to exceed \$700,000 or \$1,500,000 for construction unless (a) the contract is for personal services; or (b) the contract is issued to an SB.

## **1.9 REPORTS AND SURVEYS**

BSRA will provide periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or other Federal Government agency in order to determine the extent of compliance with the subcontracting plan or SB requirements in general.

- ▶ BSRA will submit the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS), per the requirements set forth in FAR 52.219-9(l) and in accordance with the instructions provided in eSRS.
- ▶ BSRA will ensure that its subcontractors, which are subject to Section 1.8 above, agree to submit the ISR and the SSR using eSRS. Additionally, BSRA will provide to those subcontractors its prime contract number, DUNS number, and email address of the official responsible for acknowledging the reports.

## **1.10 RECORDS MAINTENANCE**

During the progress of the contract, BSRA assures that a continuous documentation effort will be conducted to measure SB participation. BSRA will maintain all records per FAR 52.219-9(d)(11) including the following:

BSRA does not prohibit subcontractors from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

#### **1.14 SMALL BUSINESS PAYMENT FOR WORK PERFORMED**

It is BSRA policy to pay our SB subcontractors on time and in accordance with the terms and conditions of the underlying subcontract. The Contracting Officer will be notified if we make either a reduced or an untimely payment to a SB subcontractor.

#### **1.15 SMALL BUSINESS COMMITMENT SUMMARY**

BSRA is committed to meeting or exceeding, whenever possible, the SB goals established in the contract, especially the goals for WOSB, VOSB, and SDVOSB. The Small Business Program staff will prepare regular summary reports for the management team detailing SB performance. This includes cumulative and period of performance evaluations, thereby ensuring that management remains cognizant of SB activities.

Drawing on our past performance executing subcontracting plans for projects of similar size, scope and complexity, BSRA is confident that opportunities exist to meet or exceed the subcontracting goals established.

#### **SOLICITATION 89303320REM000063 -- SAVANNAH RIVER NATIONAL LABORATORY MANAGEMENT AND OPERATING CONTRACT**

##### **Subcontracting Plan Submitted By:**

Signed:  Date: 11-20-2020

Printed Name: Dr. Ronald Townsend

Title: Chair of the Board of the Directors, Battelle Savannah River Alliance, LLC

##### **Subcontracting Plan Approved By:**

Signed: Travis D. Marshall Digitally signed by Travis D. Marshall  
Date: 2020.12.18 15:13:44 -05'00' Date: 12/18/2020

Printed Name: Travis Marshall

Title: DOE Procuring Contracting Officer

## PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### SECTION J, ATTACHMENT J-5

#### LIST OF APPLICABLE LAWS AND REGULATIONS (LIST A)/DOE DIRECTIVES (LIST B)

The federal, state, and local regulations found in the Contract constitute List A *Applicable Federal, State, and Local Regulations* referenced in the Section H clause entitled, DOE-H-7017 Application of DOE Contractor Requirements Documents, and Section I clause entitled, DEAR 970.5204-2 Laws, Regulations, and DOE directives. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation.

List B below contains a list of applicable DOE directives, followed by a list of implementing documents, that are required for this Contract. The DOE directives contain requirements relevant to the scope of work under this Contract. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

The Contracting Officer may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise List B.

**Table J-5.1. List B - DOE Directives**

Directive	Title	Date Issued
DOE O 140.1	Interface with the Defense Nuclear Facilities Safety Board	5/14/2018
DOE P 141.1	Department of Energy Management of Cultural Resources	5/2/2001
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	6/27/2013
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	6/27/2013
DOE O 142.3A Chg 2 (LtdChg)	Unclassified Foreign Visits And Assignments Program	12/13/2019
DOE O 144.1 Admin Chg 1	Department of Energy American Indian Tribal Government Interactions and Policy	11/6/2009
DOE O 150.1A	Continuity Programs	3/31/2014
DOE O 151.1D Chg 1 (MinChg)	Comprehensive Emergency Management System	10/4/2019
DOE O 153.1	Departmental Radiological Emergency Response Assets	6/27/2007
DOE O 200.1A Chg 1 (MinChg)	Information Technology Management	1/13/2017
DOE O 203.1	Limited Personal Use of Government Office Equipment including Information Technology	1/7/2005
DOE P 205.1	Departmental Cyber Security Management Policy	5/8/2001
DOE O 205.1C	Department of Energy Cyber Security Program	5/15/2019

DOE O 206.1 Chg 1 (MinChg)	Department of Energy Privacy Program	11/1/2018
DOE O 206.2	Identity, Credential, and Access Management (ICAM)	2/19/2013
DOE O 210.2A	DOE Corporate Operating Experience Program	4/8/2011
DOE O 221.1B	Reporting Fraud, Waste, And Abuse To The Office Of Inspector General	9/27/2016
DOE O 221.2A	Cooperation With The Office Of Inspector General	2/25/2008
DOE O 225.1B	Accident Investigations	3/4/2011
DOE O 226.1B	Implementation of Department of Energy Oversight Policy	4/25/2011
DOE P 226.2	Policy For Federal Oversight And Contractor Assurance Systems	8/9/2016
DOE O 227.1A Chg 1 (AdminChg)	Independent Oversight Program	1/21/2020
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting	11/28/2012
DOE O 232.2A Chg 1 (MinChg)	Occurrence Reporting and Processing of Operations Information	10/4/2019
DOE O 241.1B Chg 1 (Admin Chg)	Scientific and Technical Information Management	4/26/2016
DOE O 243.1B Chg 1 (Admin Chg)	Records Management Program	7/8/2013
DOE O 252.1A Admin Chg 1	Technical Standards Program	3/12/2013
DOE O 313.1	Management and Funding of the Department's Overseas Presence	11/19/2009
DOE O 350.1 Chg 7 (LtdChg)	Contractor Human Resource Management Programs	2/19/2020
DOE P 364.1	Health And Safety Training Reciprocity	4/14/2014
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials	4/10/2014
DOE O 411.2	Scientific Integrity	1/4/2017
DOE P 411.2A	DOE Scientific Integrity Policy	1/4/2017
DOE O 413.1B	Internal Control Program	10/28/2008
DOE O 413.2C Chg 1 (MinChg)	Laboratory Directed Research and Development,	8/2/2018
DOE O 413.3B Chg 5 (MinChg)	Program and Project Management for the Acquisition of Capital Assets	4/12/2018
DOE O 414.1D Chg 1 (Admin Chg)	Quality Assurance	5/8/2013
DOE O 415.1 Chg 2 (MinChg)	Information Technology Project Management	1/17/2017
DOE P 420.1	Department Of Energy Nuclear Safety Policy	2/8/2011
DOE O 420.1C Chg 3 (LtdChg)	Facility Safety	11/14/2019
DOE O 422.1 Chg 3 (MinChg)	Conduct of Operations	10/4/2019
DOE O 425.1D Chg. 2 (MinChg)	Verification Of Readiness to Start Up or Restart Nuclear Facilities	10/4/2019

DOE O 426.2 Chg 1 (Admin Chg)	Personnel Selection, Training, Qualification, And Certification Requirements For DOE Nuclear Facilities	7/29/2013
DOE O 430.1C Chg 1 (MinChg)	Real Property Asset Management (in accordance with Section H clause entitled, Real Property Asset Management)	10/4/2019
DOE O 433.1B Chg 1 (Admin Chg)	Maintenance Management Program for DOE Nuclear Facilities	3/12/2013
DOE P 434.1B	Conduct And Approval Of Select Agent And Toxin Work At Department Of Energy Sites	11/25/2016
DOE O 435.1 Chg 1 (PgChg)	Radioactive Waste Management	8/28/2001
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging	8/9/2011
DOE M 435.1-1 Chg 2 (Admin Chg)	Radioactive Waste Management Manual	6/8/2011
DOE O 436.1	Departmental Sustainability	5/2/2011
DOE M 441.1-1 Chg 1 (Admin Chg)	Nuclear Material Packaging	2/24/2016
DOE O 442.1B	Department of Energy Employee Concerns Program	1/31/2019
DOE O 442.2 Chg 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns	10/5/2016
DOE O 443.1C	Protection of Human Research Subjects	11/26/2019
DOE P 444.1	Preventing and Responding to all Forms of Violence in the Workplace	11/6/2014
DOE P 450.4A Chg 1 (MinChg)	Integrated Safety Management Policy	1/18/2018
DOE P 451.1	National Environmental Policy Act Compliance Program	12/21/2017
DOE O 452.3	Management of the Department of Energy Nuclear Weapons Complex	6/8/2005
DOE O 452.7 Chg 1 (AdminChg)	Protection of Use Control Vulnerabilities and Designs	5/29/2020
DOE O 452.8	Control of Nuclear Weapon Data	7/21/2011
DOE P 454.1 Chg 1 (AdminChg)	Use Of Institutional Controls	12/7/2015
DOE P 456.1 Chg 1 (AdminChg)	Secretarial Policy Statement on Nanoscale Safety	11/20/2019
DOE O 456.1A	The Safe Handling of Unbound Engineered Nanoparticles	7/15/2016
DOE O 457.1A	Nuclear Counterterrorism	8/26/2013
DOE O 458.1 Chg 3 (AdminChg)	Radiation Protection of the Public and the Environment	1/15/2013
DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety	12/20/2016
DOE O 460.2A	Departmental Materials Transportation and Packaging Management	12/22/2004
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual	6/4/2008
DOE P 470.1B	Safeguards and Security Program	2/10/2016
DOE O 470.3C	Design Basis Threat (DBT) Policy	11/23/2016
DOE O 470.4B Chg 2 (MinChg)	Safeguards and Security Program	1/17/2017

DOE O 470.5	Insider Threat Program	6/2/2014
DOE O 470.6 Chg 1 (MinChg)	Technical Security Program	1/11/2017
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	3/1/2010
DOE O 471.3 Chg 1 (Admin Chg)	Identifying And Protecting Official Use Only Information	1/13/2011
DOE M 471.3-1 Chg 1 (Admin Chg)	Manual For Identifying And Protecting Official Use Only Information	1/13/2011
DOE O 471.6 Chg 3 (Admin Chg)	Information Security	9/12/2019
DOE O 472.2 Chg 2 (PgChg)	Personnel Security	7/9/2014
DOE O 473.3A Chg 1 (MinChg)	Protection Program Operations	1/2/2018
DOE O 474.2 Chg 4 (PgChg)	Nuclear Material Control and Accountability	9/13/2016
DOE O 475.1	Counterintelligence Program	12/10/2004
DOE O 475.2B	Identifying Classified Information	10/3/2014
DOE P 481.1	DOE's Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with Other Federal Agencies, Independent Organizations, and the Private Sector	12/17/2014
DOE O 483.1B Chg 2 (MinChg)	DOE Cooperative Research and Development Agreements	12/13/2019
DOE O 484.1 Chg 2 (Admin Chg)	Reimbursable Work For Department Of Homeland Security	6/30/2014
DOE P 485.1A	Foreign Engagements with DOE National Laboratories	12/13/2019
DOE O 486.1	Department of Energy Foreign Government Talent Recruitment Programs	6/7/2019
DOE O 522.1A	Pricing of Departmental Materials and Services	8/2/2018
DOE O 534.1B	Accounting	1/6/2003
DOE P 547.1A	Small Business First Policy	3/30/2018
DOE O 550.1 Chg 1 (LtdChg)	Official Travel	12/13/2019
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities	7/23/1993
DOE O 5670.1A	Management and Control of Foreign Intelligence	1/15/1992

**Table J-5.2. Implementing Documents**

Document Number	Title	Date
F-ESR-A-00075	National Fire Protection Association Exemption	4/22/2004
F-ESR-A-00080	National Fire Protection Association Exemption	7/31/2000
F-ESR-A-00081	National Fire Protection Association Exemption	7/31/2000

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J, ATTACHMENT J-6**

**TREATIES AND INTERNATIONAL AGREEMENTS/WAIVED INVENTIONS**

A link of International Agreements of the United States and Implementing Agreements executed by the U.S. Department of Energy, applicable to this contract, can be accessed through the U.S. State Department's website at [www.state.gov](http://www.state.gov) using this search term "Treaties in Force" or use the Department of Energy's website at <http://www.energy.gov/ia/iec-documents>.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J, ATTACHMENT J-7**

#### **SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX**

The services listed in this Section J, Attachment J-7, Site Services and Interface Requirements Matrix (hereinafter the J-7 Matrix) shall be performed in accordance with the Section H Clause entitled, Site Services and Interface Requirements Matrix, and Section C.3.4 entitled, Interface Management.

Use of other Site contractor services, mandated or optional, shall not negate the receiving contractor's responsibility to comply with applicable laws and regulations. If the receiving contractor believes that the use of any of a service provider's mandated or optional services would potentially result in non-compliance, the receiving contractor is responsible to resolve area(s) of potential non-compliance with the service provider contractor through inter-contractor interface management. Potential non-compliance issues that cannot be resolved through the inter-contractor interface management shall be promptly communicated to DOE.

The purpose of the J-7 Matrix is to:

- Identify the required process for implementing service agreements between Site contractors;
- Identify the SRS services available from the SRS M&O contractor;
- Identify the required services that will be provided by the Contractor to other site contractors; and
- Identify the SRS M&O contractor services the Department of Energy has determined are required for the Contractor.

#### **Savannah River Site Required Process for Implementing Interface Agreements**

The service provider (e.g., SRS M&O contractor, SRNL Contractor) shall provide services to other SRS contractors (see Attachment J-7, Appendix A, *Other Savannah River Site Prime Contracts*) in accordance with the processes described in the "SRS Interface Management Plan". Types of agreements include:

1. Memoranda of Agreement
2. Functional Service Agreements
3. Service Level Agreements
4. Work for Other Agreements
5. Interface Control Documents
6. Work Task Agreements
7. Financial Position Papers

The Contractor shall assign a senior Laboratory manager to participate on the Interface Management Team.

### **Services Available from the SRS M&O Contractor**

SRS M&O contractor services generally fall into the following categories for billing purposes:

**Landlord Services (LLS)** – SRS M&O contractor services required for the safety & security of SRS personnel, to manage and maintain Site common infrastructure and other SRS-wide services. Examples: Fire Department, Emergency Services, Savannah River Site Operations Center, Site Environmental Monitoring, Roads & Bridges, Site common facilities, Site Geotechnical Engineering and SRS Communications (utilized by all tenants).

**Essential Site Services (ESS)** – SRS M&O contractor services provided by support divisions that benefit the operating facilities at SRS. Primarily those services unique to nuclear facility operations. Examples: Site Laboratory Operations, Site Engineering Standards, Quality Services, Purchasing & Receiving and Medical (not utilized by all tenants).

**Unit Billing System (UBS)** – UBS is a system designed to distribute the cost of a product to those customers who use the product. This refocuses costs to those business functions where services are actually utilized for Site Tenants. Examples: Information Technology (IT) Services, Telephones, Radios, Pagers, Site Training, Dosimeters.

**Direct Services** - Those services provided to the Service Requester that are charged to the Service Requesters contract via a Service Level Agreement (SLA), Strategic Partnership Project (SPP) Agreement or Subcontract. These services are billed to the Service Requester monthly.

#### **Service Level Agreement (SLA) –**

- The agreement that authorizes exchange of specific, direct services between the SRS M&O contractor and a Site Tenant per the provisions of the MOA previously established between the two parties. These services are invoiced monthly to the requesting tenant. Development of an SLA involves two steps: a request for information, and a request for proposal.
- A type of work plan used in conjunction with an SPP agreement. This allows the SRS M&O contractor and tenant to agree on specific work scope execution requirements and the tracking of costs at a level below the SPP to ensure SPP authorized funding limits are not exceeded.

Note:

Direct funded Services are also available to site contractors. They are services that are the responsibility of specific site programs and are funded by those programs.

Scheduling and coordination in advance of those direct funded services is required for budgetary planning (e.g. Deactivation and Decommissioning).

### **Required Services to be Provided by SRNL**

SRNL provides services to other Site contractors that are key to Environment, Safety, Health, Emergency Response and mission accomplishment at SRS. The Contractor shall continue to provide the services utilizing the mechanisms of the SRS Interface Management Plan by engaging with Site contractors during transition and establishing appropriate interface agreements prior to completing transition. Broad services provided by SRNL to other Site contractors include those described in Attachment J-7, Appendix B *SRNL Services Provided to Other Site Contractors*.

### **Required Services Provided by the SRS M&O Contractor**

Initially, the Contractor is expected to utilize all current SRS M&O contractor-provided services as described generally in this section and in the detailed description of services in Attachment J-7, Appendix C *Site Services Available from the SRS M&O Contractor* with the potential exceptions for categories described in the Section C Statement of Work entitled *Interface Management* and those clearly not applicable. These services generally fall into the categories listed above. The Contractor will engage with the SRS M&O contractor during transition and shall establish interface agreements per the SRS Interface Management Plan prior to completing transition. Following transition, the Contractor may engage with DOE and the SRS M&O contractor regarding exceptions/changes to the services.

**Attachment J-7**  
**Appendix A**  
**Other Savannah River Site Prime Contracts**

SRS M&O Contract

Waste Disposition Contract

Site Security Contract

Salt Waste Processing Facility Contract

## Attachment J-7 Appendix B - SRNL Services Provided to Other Site Contractors

The following is a listing of the services provided by SRNL to other Site contractors. Not all services are necessarily utilized by other Site contractors. Other Site contractors may avail themselves of services from the SRNL by entering into the appropriate interface agreement. The list represents the Department of Energy's best attempt to provide a comprehensive listing of services but may not be an all-inclusive listing of services. Any services provided shall fall within the scope of the provider's contract.

1	Savannah River National Laboratory Services	
1-1	Research & Development	Conduct research and technology development studies to address needs of SRS contractors, other DOE sites and Federal Agencies, and some commercial entities. Provide facilities/services in robotics, atmospheric technology, materials science, computational science, and various analytical techniques. Develop and perform unique research and development activities over a wide range of scientific disciplines with both radioactive and non-radioactive materials, as needed.
1-2	Process & Equipment Development	Build and test lab- through full-scale equipment and processes, with simulated and actual materials. Build and provide equipment and tools or develop vendor specifications and instructions. Provide systems testing, including acceptance tests. Provide computer modeling of processes, systems and components.
1-3	Analytical Instrument & Sampling Services	Analyze samples for radioactive and non-radioactive components. Design, procure, and test installed analytical instruments and detectors; develop operation and calibration procedures; establish instrument limitations. Provide analytical instrument development research as needed. Support development of methods and confirmation of results for SRS labs and others. Develop and provide customized samplers for remote and/or unique sample retrieval.
1-4	Process Support	SRNL offers process support through a wide range of techniques and capabilities, e.g., qualify feed batches for processing (any scale), analysis of samples, computer modeling, statistical data analysis and planning. Provide complete meteorological support for relevant processes, including consequence assessments for timely response to site emergencies or scenarios in emergency planning; create and manage meteorological databases for use in Environmental Protection Agency (EPA) models and provide meteorological data required for compliance and safe site operations.
1-5	Flow-sheet Development	Develop waste forms and formulations to meet disposal criteria. Provide needed materials or formulation for vendors, e.g., grouts and fill materials. Develop/provide reagents, simulants, and tracer fluids for testing or process control.
1-6	Environmental Services	Develop technical basis for performance assessments supporting closure of and disposal authorization for facilities – includes original development work, periodic revisions and ongoing maintenance of baseline documents. Services include development of conceptual models and input data (lab and field work); material property testing and material degradation testing and modeling; development/ testing of computer models; atmospheric release models; aqueous release models; testing/analysis of waste forms and treatment and cleaning technologies. Also provide direct support for treatment/remediation of contaminated soil and groundwater - includes development of methods to remediate waste sites in-situ and ex-situ, sampling, monitoring, modeling, and regulator interface support. Expertise is available in dealing with contamination of radionuclides, organics, and heavy metals.

1-7	Project Support	Participate in systems engineering evaluations, provide input to hazard analyses, design document reviews, design and construction plan reviews, technology reviews, downstream impact assessments, out-year planning for feed batch preparations, reviews by external panels, and participate in Operational Readiness Review. Includes general technical support such as technology development input, consultation, literature reviews, etc.
1-8	Safety Documentation & Program Support	Perform testing to support safety documentation or analysis for facilities. Includes sample analysis and process testing/evaluation in support of Documented Safety Analysis (DSA)/Technical Safety Requirements (TSR) issues (e.g. tank flammable gas control program). Provide technical support for Waste Acceptance Criteria, Waste Compliance Plans, Waste Form Compliance Plan/Waste Form Qualification Reports, Quality Assurance audits and similar documents.
1-9	Vendor & External Interactions	Initiate and maintain vendor subcontracts. Act as Subcontract Technical Representative (STR) for selected vendor/provider contracts, review vendor documents and bids, perform quality assurance (QA) audits of vendors/suppliers, and generate or prepare samples for off-site analysis. Subcontract services to vendors, universities, or other laboratories to meet project objectives, depending on circumstances.
1-10	Materials, Welding & Non-Destructive Evaluation (NDE) Support	Maintain welding technology development program, administer site welding procedures, and continue support of site welding program. Maintain activities related to materials support and NDE techniques. Perform tasks such as essential technical corrosion support, inspection programs, modeling, and experiments to support the operation of facilities. Includes such items as: welding consultation – failures, material issues, metallurgy, etc.; welding work package implementation; oversight of subcontractor welding; NDE examinations; structural reviews - failure analysis; corrosion evaluation testing; cathodic protection analysis; service life estimates and modeling; structural integrity calculations; radiation degradation studies; etc.
1-11	Packaging Support	Provide the services necessary to support on-site and off-site packaging and transportation of radioactive materials. Provide technical guidance and support to develop/ maintain On-site Safety Assessments for radioactive packaging and Safety Analysis Reports for Packaging (SARP) for off-site shipments. Includes support for radioactive packaging, fabrication, testing and modification; preparation of safety documentation for alternative packaging; determination of Type A/B fissile packaging design criteria; support of non-routine radioactive material shipment and transfer; preparation/maintenance of SARP for certified packaging designs, etc.
1-12	Indirect & Miscellaneous Support	Collaborate with site contractors at SRS and other DOE sites to promote DOE objectives and maximize resources. Arrange and manage meetings and workshops, support Cooperative Research and Development Agreements, provide personnel for temporary assignment, part-time or co-location assignment, and for back-up subject matter expert (SME) support – as requested and funded by contractors. This support includes SMEs for tasks such as in-service inspections or the Corrosion Control Program.
1-13	Engineering Programs Support	Provide Engineering support to SRNL facilities along with site and off-site initiatives and missions. Support Solid Waste and Infrastructure 2004-2 evaluations. Develop Table 5.1, Ventilation System Performance Criteria for SRNL BC, EF, & AD Wings per System Evaluation Guidance.

1-14	Mechanical Systems & Custom Equipment	Provide design and fabrication, installation testing assistance, and field operation of unique equipment systems for use in radioactive, hazardous, or inaccessible environments. Includes development and mechanical design of robotics and remote handling systems for new capital projects and work for others; development, design and deployment of robotic or remote devices into existing facilities for sampling or inspection purposes; mechanical design and modification to existing on-site process equipment or systems; and providing remote and mechanical equipment to facilitate quick response to emergent SRS issues and situations.
1-15	Environmental Management	Provide EM support that includes technical integration, process flow-sheet development, regulatory compliance studies, technical strategic and program planning, and technology development, assessment and deployment at this and other DOE sites and external entities.
1-16	Energy Security and Engineering	Assess/develop applications for hydrogen storage, biomass and wind energy, battery technology, fuel cells, next generation nuclear plants, etc. Provide destructive and nondestructive evaluations, packaging technology, robotics and remote systems for specialized application.
1-17	National and Homeland Security	Provide expertise in hydrogen and actinide technology to support National Nuclear Security Administration programs (Tritium, actinide storage and shipment, spent fuel management, etc.) at this and other DOE Sites.
1-18	Environmental Science and Biotechnology	Provide technical support for biological/ ecological sciences, geosciences, biotechnology/ microbiology and regulatory response. Services include site selection, environmental dosimetry, biohazard assessments, wetlands delineation, water and sediment quality/toxicity/treatment, geological core facility, and environmental compliance strategies and mitigation measures.

1-19	SRNL Facilities available for use by other Site contractors	<p>Provide Operations, Safety, Industrial Hygiene, and Radiological Control support services, materials, and equipment associated with SRNL facilities.</p> <p>Ultra low-level underground counting facility –located 50 feet below ground level with 4” thick walls of pre-nuclear weapons era steel to allow measurement of ultra-low amounts of environmental radioactivity, free from interference by background radiation.</p> <p>Remote systems laboratory –design, develop, fabricate, and test unique equipment systems for use in radioactive, hazardous, or inaccessible environments.</p> <p>Radiochemistry and analytical laboratories - feature contained instruments for analysis of radioactive and non-radioactive samples for many species.</p> <p>Engineering development laboratory – innovative tests/demonstrations of equipment and designs.</p> <p>Glovebox facilities – sealed, protectively-lined compartments with attached gloves that allow workers to safely handle dangerous materials.</p> <p>High-pressure test facility – steel-walled cells for high-pressure hydrogen exposure, fatigue and fracture toughness testing of metal specimens.</p> <p>Metal hydride laboratories –research and develop metal hydride absorption and desorption performance.</p> <p>Primary standards laboratory –calibration services compliant with American national standard.</p> <p>Atmospheric Technologies Center – feature extensive capabilities for world-wide meteorological forecasts and real-time atmospheric transport modeling and assessment. Gamma Irradiation Facility – equipped with devices for irradiating solid and liquid samples, allowing a wide range of tests to determine effects of radiation on materials (life expectancy and/or materials performance under a variety of conditions).</p> <p>Environmental Sciences Research and Development (R&amp;D) Laboratory – environmental analyses of soil and water; workshops for assembly and deployment of innovative technologies in field applications.</p> <p>Biotechnology Laboratories – bio-analytical, microbiological and molecular biology instrumentation to support R&amp;D in environmental and energy technology development and demonstration.</p> <p>Glass Blowing Facility – design and fabrication of specialized glassware and glass equipment.</p>
1-20	Technical Library	Provide the essential information services and commercially available resources (e.g., print, electronic, and media sources) required to support the SRNL.
1-21	Other Analytical Lab Services	Perform chemical and radiological analyses on a wide range of materials including liquid and solid process, environmental, industrial hygiene and highly radioactive samples.
1-22	Analytical Integrated Planning	Provide integrated site-wide analysis plans, data quality objectives, and process and analytical technology support. Develop sample analysis rates and waste generation estimates. Use integrated planning products to plan sample analysis expenditures.
1-23	Non-Destructive Evaluation	Provide various special requests for research/develop (Mix Designs) including various grouts, soils and concrete. Maintain activities related to materials support and NDE techniques. Perform tasks such as essential technical corrosion support, inspection programs, modeling, and experiments to support the operation of facilities.

## Attachment J-7 Appendix C - Site Services Available from the SRS M&O Contractor

The following is a listing of the services available to other Site contractors from the SRS M&O contractor. Not all services are necessarily utilized by other Site contractors. Site contractors may avail themselves of services from the SRS M&O contractor by entering into the appropriate Interface Agreements. The list represents the Department of Energy's best attempt to provide a comprehensive listing of available services but may not be an all-inclusive listing of services. Any services provided by SRS contractors shall fall within the scope of the provider's contract. Note that some services may fall into more than one category and categories may change from time to time.

	SERVICE	DESCRIPTION	CATEGORY
1	Business Services		
1-1	Finance & Benefits Accounting	Support for Benefits Accounting Payroll, Business Systems, Pension and Post-Retirement Benefits accounting and administration services.	Direct Billed
1-2	Services & Infrastructure Forecasts	Annual projection of needed utilities, services, and infrastructure which includes quantities and costs for each on an annual basis. SRS M&O will develop, maintain and update a system that annually forecasts services and infrastructure requirements with associated costs.	ESS (Utilities)
1-3	Long-Term Stewardship (LTS)	Integrated planning of LTS for entirety of SRS and interim execution of LTS for portions of the site assigned to the SRS M&O; includes SRS-wide assessments of institutional controls.	LLS / Direct Funded
1-4	Planning & Budgets	Site-level budget system development and maintenance; budget formulation and execution guidance including site-level overhead rate development, financial management of site overhead organizations, site staffing reporting, overtime reporting, financial analysis, and functional cost reporting. Also includes site financial and workforce analysis, funds management, National Defense Authorization Act language comparisons, make-or-buy analysis, Baseline Change Proposal processing, performance metric reporting and estimate at completion reviews.	ESS / Direct Billed
1-5	Estimating	Site-wide business strategies, baseline integration, performance reporting, planning integration, budgeting project controls, annual Work Authorization Planning.	ESS
1-6	Program/Project Integration & Planning	Site-level issue management including strategic direction; scope definition and budgeting; manpower development, infrastructure, and resource analysis; EM earned value management system fee processing and performance-based incentives support; Management Control System policies, procedures and process guidance; site-level integrated schedules and baselines; Site Change Control process; Site Work Breakdown Structure, EM Integrated Planning, Accountability and Budgeting System, Annual Site Planning, Out-year Budget, and Life Cycle Change Control management; contract performance agreements support, metrics for Key Site-wide Performance Indicators, EM performance policies and procedures.	ESS / Direct Billed

2	Environment, Safety and Health (ES&H): Program Services		
2-1	Site Safety Standards & Programs	Provide guidance to ensure that SRS is a place of employment free from recognized hazards that cause or have the potential to cause death or serious harm to workers. Support services to other Site contractors include Worker Safety and Health Integrated Safety Management Chronic Beryllium Disease Prevention, Illness Reporting and other Site documents as listed in the Standards/Requirements Identification Document (S/RID). Function as the integrator for health and safety with all DOE-SR prime contractors at SRS. Note: Each contractor is responsible for implementing approved Site level procedures internally and participating in site-wide safety activities/initiatives as required	ESS
2-2	Industrial Hygiene (IH) Programs	Provides other Site contractors with reliable, calibrated IH instruments for field use to measure chemical exposure, air quality, noise levels, etc.	UBS
2-3	Industrial Hygiene Instruments	Maintain a pool of instruments for replacement and/or lease.	UBS
2-4	Subcontractor Safety Programs	Supports other Site contractors with review of subcontractor Worker Protection Plans (WPP) and Task Specific Plans including support for field oversight of subcontractors, review of subcontractor safety submittals, maintenance of WPP files, Occupational Safety and Health Administration Category A, B, C subcontractor program guidance, and independent Safety Engineer and Subcontractor Technical Representative reviews of plans for feedback to the requesting organization.	ESS / Direct Funded
2-5	Radiological Assistance Program (RAP)	Management of RAP aimed at providing radiological first-responder capabilities 24/7 for SRS and Region 3 (NC, SC, FL, GA, AL) in support of the DOE Regional Response Coordinator. All SRS contractors provide qualified personnel, technical expertise, equipment and support to the DOE Region 3 RAP.	Direct Billed
2-6	Environmental Management System (EMS)	Maintain site-wide EMS and manage SRS Environmental Checklist program and database as part of the Site Use Planning process. Other SRS contractors provide appropriate environmental data to support the siting process.	LLS / Direct Funded
2-7	Environmental Monitoring Program	Includes soil, water, air environmental monitoring to measure the concentration of radio-nuclides and chemicals in environmental media across the Site and assess the integrated effects of these materials on the environment and the public. SRS M&O prepares annual SRS Environmental Report.	LLS
2-8	Environmental Data Integration	Provides for maintenance, configuration control and upgrade of key site-wide environmental assessment databases. SRS M&O serves as data administrator and is responsible for site-wide reporting databases.	LLS / Direct Funded
2-9	Groundwater Monitoring	Implementation of SRS groundwater strategy via maintenance and control of site-wide data and models used for groundwater/vadose zone analysis.	LLS / Direct Funded
2-10	Radiation Protection Program	Provides support to other Site contractors for respiratory protection and requisite respiratory protection devices in compliance with American National Standards Institute Z88.2. Supports other Site contractors with As Low As Reasonably Achievable (ALARA) and radiological engineering including radiological design analyses. Provides technical support for all radiological design aspects for new and modified facilities.	UBS / Direct Billed
2-11	External Dosimeter Services	Provides Dosimeter services using DOE Laboratory Accreditation Program accredited external Dosimetry processing capabilities for onsite processing of routine/special dosimeters.	UBS

2-12	Internal Monitoring/Bioassay Services	Regulatory Monitoring and Bioassay Laboratory provides Dosimetry service, including processing capabilities for personnel, environmental and nuclear accident dosimeters. Other processing includes analysis of biological samples and assessment of personnel dose in the event of a nuclear criticality.	UBS
2-13	Health Physics Technical Services	Provides technical support as requested for all radiological design aspects for new and modified facilities. Provides support for other Site contractor's ALARA programs and manages SRS ALARA Center. Activities include deploying dose reduction equipment to the field, arranging for new equipment to be displayed at the ALARA Center, and arranging vendor visits to demonstrate new technologies.	UBS / Direct Billed
2-14	Health Physics Instrument Calibration & Distribution	Maintain a Radiological Monitoring Equipment Program for use by other Site contractors that is compliant with 10 CFR 835 and the National Voluntary Laboratory Accreditation Program. Includes the Health Physics Instrument Calibration Facility as well as the SRS Radioactive Source Control and Radiation Generating Device programs.	UBS
2-15	Respiratory Protection Program	Supports other Site contractors with administration and oversight of their respiratory protection programs to ensure regulations are met in a cost-effective manner. Activities include providing oversight of the Respiratory Equipment Facility.	UBS
2-16	Facility Airborne Radioactivity Measurement Services	Supports other Site contractors with maintenance of their Air Sampling and Monitoring Programs compliant with 10 CFR 835.	UBS
3	<b>ES&amp;H: Environmental Compliance &amp; Area Completion</b>		
3-1	Environmental Regulatory Compliance	Site-wide processes to manage SRS environmental activities, including a site-wide strategic approach to life-cycle environmental management; generating and maintaining site-wide permits, permit applications and reports, site-wide National Environmental Policy Act (NEPA) documents and reports; and monitoring regulatory compliance status, coordinating with DOE on all regulatory interactions. Manage Environmental Compliance Authority qualification, curriculum, and training requirements.	LLS / Direct Billed
3-2	Waste Sample Management	Supports waste sampling programs of other Site contractors including the, planning, and execution of waste characterization. Total scope includes support negotiating and overseeing off-site analytical contracts, the design and preparation of sample plans, and sample collection and shipping.	LLS / Direct Funded
3-3	SRS Policy & Site Strategy for South Carolina Department of Health and Environmental Control Permit & EPA Closure Actions	Supports other Site contractors and integrates Site policies and strategies for activities and initiatives designed to ensure compliance with DOE directives (orders, policies, and guidelines) and other federal and state environmental regulations. Includes environmental permitting, emergency preparedness, emergency response, environmental training, environmental technical assistance, and facility walk-downs.	LLS

3-4	National Environmental Policy Act Analysis & Documentation	Supports other Site contractors with Environmental Regulatory Management (Site-wide permits, permit applications, and reports; Site-wide NEPA documents; Site-wide environmental reports): The SRS M&O contractor establishes SRS-wide processes to manage Site-wide environmental activities, including a Site-wide strategic approach to life-cycle environmental management; coordinating and integrating with other Site contractors to generate and maintain Site-wide permits; permit applications; NEPA documents and reports; monitoring regulatory compliance status; and coordinates with DOE for all regulatory interactions. Other Site contractors provide required environmental information to support regulatory compliance and are responsible for compliance in areas under their cognizance. Other Site contractors provide required air and liquid effluents and near facility environmental monitoring; collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. Other Site contractors provide environmental data and operable units to support SRS assessments and preparation of the annual SRS Environmental Report. Other Site contractors integrate their environmental permitting and regulatory compliance activities with the SRS-wide permitting and compliance framework. All regulatory interactions must be coordinated with DOE.	LLS
3-5	Environmental Data Collection & Reporting	Other site contractors collect, compile and/or integrate air and liquid effluent monitoring data from operations and activities under their control and provide environmental data for their facilities and operable units to support SRS M&O assessments and preparation of annual SRS Environmental Report.	LLS / Direct Funded
3-6	Deactivation & Decommissioning (D&D) Services	Provide project management oversight support and/or assistance for planning/execution of excess facilities disposition and/or associated equipment	Direct Funded
3-7	Federal Facility Agreement (FFA) Regulatory Support	Provide overall management of FFA commitments. Ensure FFA annual updates and project- specific requirements are achieved on time. Includes support for project deliverables, regulatory meetings and records management.	LLS
3-8	Environmental Bioassay Laboratory Services	Support other Site contractors in the performance of chemical and radiological analyses on low level radioactive, Environmental, Bioassay and Industrial Hygiene samples.	Direct Billed
4	<b>ES&amp;H: Medical Operations &amp; Service</b>		
4-1	Occupational Medicine	Provide occupational health services including health risk management and medical services to personnel at SRS. Support other Site contractors with the identification and analysis of hazards that SRS personnel face in the work environment and bring an awareness of health and safety issues to SRS employees. Services include thorough medical history, blood-work, urinalysis, vision testing, electrocardiogram, pulmonary function testing, audiometry (hearing tests) and physical examinations.	ESS
4-2	Workplace Substance Abuse Program	Administer the Workplace Substance Abuse Program and establish testing procedures. Program applies to DOE contractors and their subcontractors in testing-designated positions and is designed to maintain a workplace free from use of illegal drugs.	LLS
4-3	Safety Eyeglass Service	Onsite optometry services for/ provision of safety glasses to employees. Site personal protective equipment requirements determine need for safety glasses which are company-paid. Employees may also purchase safety glasses for personal use.	Direct Billed

4-4	Wellness Program Services	Wellness is about reaching the optimal state of health by making healthy lifestyle choices, thereby minimizing those health risk factors that can be controlled. Services offered through this program include access to the Mayo Clinic's website and employee newsletter, brown bag luncheons, walking programs, health screening and immunization guidelines, and coordination support with other medical programs offered on site and in the local community.	LLS
5	<b>Technical Services: Quality &amp; Operational Excellence</b>		
5-1	Quality Assurance Program Support	Provide support to other Site contractors for the implementation and management of QA function in compliance with applicable laws, regulations, DOE Directives, and Site level requirements.	ESS / Direct Billed
5-2	Contractor Assurance	Provide management guidance and support to other site contractors for Contractor Assurance System related activities. For example, Site Tracking Analysis and Reporting (STAR), SRS S/RID, and Performance Analysis.	ESS
5-3	Corrective Action Program Process	Supports other Site contractors by assimilating various data and conducting Performance Analysis for overall site activities in accordance with DOE Order 232.2.	ESS / Direct Billed
5-4	Receiving Inspection	Provide support to other Site contractors for receipt, inspection and quality engineering functions associated with procured materials and components. Supports inspection of procured materials and components for other Site contractors. Supplier QA supports other Site contractors with Supplier Evaluation and Supplier Surveillance services and maintains the SRS M&O Qualified Supplier List.	ESS / Direct Billed
5-5	Supplier QA	Supplier QA provides support to other Site contractors with Supplier Evaluation and Supplier Surveillance services and maintains the SRS M&O Qualified Supplier List.	ESS / Direct Billed
5-6	Independent Evaluation Board Programs	Provide site-wide leadership in promotion and attainment of safety and operational excellence in operating facilities, site programs and projects Supports other Site contractors with independent, performance-based oversight.	ESS
5-7	Occurrence Reporting Processing System (ORPS)	Supports other Site contractors with Occurrence Reporting (including ORPS/Site Item Reportability and Issue Management web-page and database) provides routine assistance/ guidance to other Site contractors with development/maintenance of a variety of ORPS indicators to assist in performance analysis.	ESS / Direct Billed
5-8	Lessons Learned Program	Supports other Site contractors with Site Operating Experience (Lessons Learned) Program per DOE Order 210.2; screen and research a variety of sources for potential Lessons Learned; prepare and issue site Lessons Learned communications; provide timely "for information" distribution of complex/industry matters; coordinate product recall/suspect part activities; and coordinate response to DOE Headquarters (DOE-HQ) operating experience requests.	ESS / Direct Billed
5-9	Site Training	Provides site-wide training programs, training delivery services and individual and program training records for Federal, contractor and subcontractor employees in support of SRS missions. This includes broad support to site projects and functional organizations in the area of training. Responsible for strategic direction and establishing the standards for site level training programs to ensure worker safety and health and the safety and formality of operations. Note: Contract specific training is the responsibility of each SRS contractor.	UBS

5-10	Site-wide Procedures	Provide support and resources to other Site contractors necessary to administer the Site, Program-specific and Facility- specific procedure programs, including Forms, Electronic Round sheets and Site Ops Standardized Tool programs.	ESS / Direct Billed
5-11	Emergency Response Training and Evaluation Group	Schedule, plan, develop and perform multi-facility drills and annual exercises. Support other Site contractors with performance of facility level drills and emergency response personnel in accordance with DOE directives. Provide feedback and assessment reports to program and facility managers.	ESS / Direct Funded
6	<b>Work Force Services: Human Resources</b>		
6-1	Employee Assistance Program (EAP)	Support other Site contractors with an EAP that consists of personal and confidential counseling and referral service to assist employees and their family members in addressing problems which may adversely affect their job performance and overall quality of life. Active support of the site substance abuse Rehabilitation Program. Providing information/training on a variety of topics and on community resources and benefits coverage. The Site EAP is staffed by a Licensed Clinical Social Worker and the Off Site EAP utilizes professional counselors with backgrounds in social work, psychology, and counseling.	Direct Billed
6-2	Benefits Administration	Support other Site contractors with Benefit Plan administration, Plan design and interpretation, active employee and retiree/ Pensioner point of contact (POC), vendor interface and contracts management, Summary Plan Descriptions, systems support, and records management for all personnel, benefits and payrolls related data, customer support, and management of employee/pensioner files. Wellness Programs that are integrated with employee benefits.	Direct billed
6-3	Education Outreach Programs	Support and team with other Site contractors regarding education outreach initiatives with an emphasis on Science, Technology, Engineering and Mathematics (STEM) using the unique resources available at the site. Facilitate partnerships with regional educational community at all levels to provide innovative programs including but not limited to Traveling Science Demonstrations, DOE Regional Science Bowl, and the Regional Future City Competition. Participate on state, regional and local communities/boards to provide assistance and input on various education initiatives/issues. Leverage SRS resources to improve teachers' and students' knowledge and skills in STEM. Assist education community by enhancing curricula for students in preparation for highly skilled workforce ensuring employee sustainability and retention. Create educational partnerships and conduct recruitment and marketing activities to support Education Outreach Programs. Work with DOE-SR/HQ and community leaders to implement Executive Order 128898.	Direct Billed
6-4	EEO & Diversity	Support other Site contractors with Equal Employment Opportunity and Diversity Programs which includes the development, implementation and monitoring of the Affirmative Action Programs Assist in the identification of problem areas and working collaboratively with other Site contractors to develop strategies to attain established goals.	Direct Billed

7	Public Affairs Services		
7-1	Community Relations	Support other Site contractors by facilitating a comprehensive community relations program to promote public understanding and acceptance of SRS as a responsible neighbor and as a positive asset to the community and the nation. Ensure key SRS stakeholders, community leaders and elected officials are informed and apprised of SRS missions and operations. Serve as the primary interface with agencies seeking opportunities to utilize site assets for business expansion and other needs of community stakeholders. Manage a Philanthropic Giving Program that funds needs throughout the Central Savannah River Area and support the Mobile Mammography, United Way and United Way Loaned Executives programs. Plan, schedule, and implement the SRS Tours Program; provide guidance, planning and implementation of site events and conferences; develop and implement the SRS Historic Preservation Program and ensure all legally mandated public involvement requirements for NEPA, Comprehensive Environmental Response, Compensation, and Liability Act, and Research Conservation and Recovery Act are adhered to through public notifications and public meetings.	Direct Billed
7-2	Public Relations and Media Communications	Proactively place news, specific to SRS, in local, regional and national media, including trade publications that cover issues pertaining to DOE facilities. The Program also serves as the primary point of contact for all external media inquiries; the creation and distribution point for DOE and corporate publications; and, the content management authority for the SRS external web.	Direct Billed
7-3	Business Executive and Employee Communications	Provides support to other Site contractors regarding site-wide communications Areas of possible support include presentation and speech writing, several weekly and monthly publications for use by management, employees and key stakeholders; external publications, marketing, outreach materials and corporate services; maintaining InSite and site overview presentations; biographies and executive organization charts; success sheets; fact sheets, white papers, video scripts and production support internal and external website maintenance.	Direct Billed
7-4	Communications & Media Services	Support site-wide visual-based communications providing media rich photography, video and multimedia products and services for other Site contractors throughout the site. Support internal and external communications, consult and develop strategic visual media communications, negotiate communication concepts and design strategies with all levels of other Site contractor management and DOE; provide visual documentation of site activities; produce live video- stream (internal broadcasts) programs; 360°/virtual reality products and services. Operate and maintain fully equipped photographic and video studios; various high-end photo and video workstations; live video-streaming capabilities. Support other Site contractors by administering the internal and external video and photo electronic distribution. Specifically, InSite Video-On-Demand, Media Grid (internal photo library), SRS Social Media accounts: YouTube channel; Vimeo; and Flickr. Store, maintain and administer digitizing the legacy/historical photography and video collections. Provide physical media replication/duplication (CDs, DVDs, photographs).	Direct Billed
8	Engineering Services		
8-1	Geotechnical Engineering	Provide seismological, geological, and geotechnical engineering services. Conduct SRS seismic monitoring program and SRS settlement monitoring program; manage SRS subsurface database; as well as perform seismological, geological, and geotechnical activities for SRS site-wide applications and specific projects.	ESS / LLS / Direct Billed
8-2	Nuclear & Criticality Safety Program	Provide support and resources to other Site contractors necessary to establish and maintain excellence in the functional areas of nuclear and criticality safety for the nuclear facilities on site	ESS / Direct Billed

8-3	Process Control & Automation Engineering	Support other Site contractors with maintenance and support of Distributed Control Systems, Programmable Logic Controllers and Supervisory Control & Data Acquisition (SCADA) systems, Safeguards & Security (S&S), Facility software systems and Laboratory & Analytical Systems. Typical systems utilized are Emerson DeltaV DCS, Novatech D/3 DCS, Modicon PLCs, Allen Bradley PLCs, ICS Triplex Triple Modular Redundant PLCs, etc.	Direct Billed
8-4	Site Maintenance Engineering	Provide maintenance and reliability engineering services to support the SRS mission. Services include causal and failure modes and effects analyses and reliability engineering.	Direct Billed
8-5	Engineering Standards	Provide support to other Site contractors with services for developing and maintaining a program of Engineering Standards and Guides to support engineering and operations.	ESS
8-6	Engineering Development Program	Provide support to other Site contractors with technology services and R&D support to advance the SRS mission with solutions to complex process problems via demonstration and analysis. Services range from short- term consultation to large scale experimental design and testing.	Direct Billed
8-7	Fire Protection Engineering	Provide Fire Protection programmatic and engineering support to other Site contractors in implementing the Savannah River Site's Fire Protection program by solving problems efficiently, providing training and professional development for Fire Protection personnel, and managing the Fire Protection program to meet DOE and National Fire Protection Association requirements.	LLS / Direct Billed
8-8	Engineering Technical & Systems Support	Provide support to other Site contractors with Configuration Management services for facilities, including Configuration Management Implementation Plans (CMIPs). Support other Site contractors with procurement engineering services, including Commercial Grade Dedications (CGDs) and preparation/ review of specifications for systems and components.	Direct Billed
8-9	Design Engineering	Provide support to other Site contractors with traditional and specialty design services including project planning design development, calculation and analyses, and procurement support of process and support systems for new facilities as well as modifications to existing facilities. Support to other Site contractors with specialty design in the areas of Fire Protection, Safeguards and Security, Dynamic analysis of structures, Pressure Protection, and Soil Structure Interaction analysis.	Direct Billed
8-10	Commission & Test Services/Startup Support	Provide support to other Site contractors with Startup and Restart testing, commissioning and air balance support for nuclear and non-nuclear facilities and projects at SRS.	Direct Billed
8-11	Infrastructure/Utilities Engineering Support	Provide Infrastructure/Utilities Engineering support which includes electrical and piped utility, rigging and traffic/transportation engineering services.	ESS / LLS / Direct Billed
9	<b>Construction Services</b>		
9-1	Construction Management	Provide support to other Site contractors with overall management, leadership, and control for the execution of field level work activities in support of facilities and projects to include support of scheduling, estimating, procurement, testing, and turnover.	Direct Billed
9-2	Construction Field Engineering	Provide support to other Site contractors with planning and engineering services for the execution of field level work activities in support of facilities and projects to include procurement support, design interface, work package development, field coordination & oversight, and acceptance inspections.	Direct Billed

9-3	Craft Management, Supervision & Resources	Provide support to other Site contractors with Labor Relations expertise for Construction to support the safe and productive execution of work, while creating an optimal Labor Relations environment with our craft employees.	Direct Billed
9-4	Construction Measuring and Test Equipment (M&TE) Program	Provide support to other Site contractors with an effective M&TE control program while supporting the field working environment. Includes Control & Issue Facilities for storage, issuance, tracking and retrieval of assigned M&TE. Manage all records associated with the Site M&TE program.	Direct Billed
9-5	Fabrication Support	Provide support to other Site contractors with services in support of facility and project work activities to include material procurement, precision fabrication and functional/acceptance testing of fabricated components and equipment.	Direct Billed
9-6	Survey & GPR Services	Support to other Site contractors with planning, coordination and execution of field surveys in support of facility and project work activities (e.g., Layout/grade for installation of commodities and structures; Reference drawing research and review; Penetrating Radar Surveys (Soils & Wall/Floor/Ceiling); Preparation of field excavation sketches; Installation As built Surveys; Topographic Surveys; Boundary Surveys; Interference Research; Subsidence Surveys; and Dimensional Record Surveys).	Direct Billed
9-7	Welding Services	Provide support to other Site contractors with receipt, control and distribution of welding filler materials including storage and management of warehouse and daily operation of rod disbursal rooms. Maintain and operate Site Weld Test Facility. Maintain site databases for Welder Performance Qualifications, welds requiring radiography for Construction and Operations, identification codes for filler material traceability and associated Material Safety Data Sheets and all automatic welding equipment (Arc Machines) and inventory of associated parts for Construction.	Direct Billed
9-8	Ready-Mix Concrete	Support to other Site contractors with procurements and placement of ready-mix concrete. Activities include maintaining contractor and vendor personnel qualifications, maintaining the ready-mix concrete Procurement Specification and Concrete Mix Design Control, administering the Concrete Procurement Contract and procuring all ready-mix concrete product for the site, coordinating annual process assessments and conducting all Batch Plant Inspections.	Direct Billed
9-9	Hazardous Waste Disposal Program	Site-wide procedure support to ensure consistency and compliance with South Carolina Hazardous Waste Management (SCHWM). The tasks that fall under this scope include the responsibilities and requirements applied to the accumulation of all hazardous waste generated by Construction Management (CM) and Construction Subcontractors under CM jurisdiction at SRS.	ESS
9-10	Burma Road Borrow Pit Maintenance	Operation of Burma Road Borrow Pit #2. Provide oversight, tracking and monitoring of outgoing material, grading, surveying, erosion control grading, weekly/quarterly inspections, regulatory reports, and compliance notifications. Also operate a site-wide program for environmental recycling, chemical redistribution and hazardous waste processing involving recycling of the site's spent photographic fixative, antifreeze, used oil, solvents, fluorescent bulbs, Ni-Cad batteries, Freon and lead, processing the site's used aerosol cans, and managing associated hazardous wastes.	LLS
9-11	Recycle Program	Support to other Site contractors with a Recycle Program ensures that procedures, practices and resources are in place for compliance with specific regulatory requirements for waste minimization. This task includes the responsibilities and requirements for operating and maintaining the Construction Waste Minimization Program at SRS.	ESS

10	<b>Site Services: Utilities Services</b>		
10-1	Electrical Transmission & Distribution	Management of high-voltage electrical distribution system providing power to facilities on SRS. Includes quarterly updating of EMS4 database and generation of Energy Management Annual Report. Note: SRS contractors will pay for their electricity consumption.	ESS (Utilities)
10-2	Energy Management Program	Provide oversight of site-wide program requirements for DOE Order 430.2 – “Departmental Energy, Renewable Energy, and Transportation Management.”	ESS (Utilities)
10-3	Water Systems	Operation and maintenance of site-wide water systems to include river, fire-protection, domestic, process and de-ionized water. Note: Water systems within facilities are the responsibility of each SRS contractor.	ESS (Utilities)
10-4	Sanitary Wastewater Treatment	Operation and maintenance of wastewater systems on SRS in accordance with all applicable State and Federal codes and regulations. Note: Wastewater systems within facilities are the responsibility of each SRS contractor.	ESS (Utilities)
10-5	Steam	Management of intra-area and inter-area steam distribution systems. Includes operation and management of power facilities in A and D areas. Note: SRS contractors operate and maintain the steam systems within their area and facilities.	ESS (Utilities)
11	<b>Site Services: Infrastructure &amp; Support Services</b>		
11-1	Biological Controls	Control of noxious weeds, other vegetation and animal pests. Provide site-wide biological control program in conjunction with United States Forestry Service (USFS).	LLS
11-2	Facility Services	Support to other Site contractors with central maintenance functions for non-radiological facilities: facility/sign painting, carpentry, refrigerated equipment services, heating, ventilation and air conditioning (HVAC), insulation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, locksmith, movers and equipment calibration.	LLS / Direct Billed
11-3	Site Housing	Provide support to other Site contractors with planning and oversight of site housing space consistent with site/area missions, strategies, and contract principles; optimize space utilization to reduce both operating costs and site footprint; manage personnel/furniture relocations; oversee Trailer Commodity Management Center.	LLS
11-4	Fire Testing & Maintenance	Provide support to other Site contractors with periodic testing and maintenance of fire protection systems by National Institute for Certification in Engineering Technologies qualified personnel. Services that can be requested include miscellaneous tests, detector sensitivity, full flow, post indicator and internal pipe inspection. Schedule and coordinate activities with affected facility and review test results with same. Provide support to other Site contractors with acceptance testing of new and modified systems and provide recovery/recycling of Halon gas.	LLS / ESS / Direct Billed

11-5	Fuel Management	Provide support to other Site contractors with site fuel supplies (gasoline, diesel, and ethanol) and management programs for site specification, supply arrangements, purchases, delivery, bulk tank storage, testing, and self-dispensing gas stations. Oversees the Sites' seven fuel stations and bulk fuel station and delivers fuel to equipment, tanks and vehicles at area locations. Provide support to other Site contractors with required diesel fuel testing, controls, and supply and delivery capability for Safety Significant/Safety Class emergency diesel generators to support facility operations and emergency response. Also provide monthly and annual fuel usage reporting to process billings and monitor usage.	LLS
11-6	Government Services Administration (GSA) Fleet Management	Manage the Site's fleet of GSA leased vehicles. Track and report usage data for motorized vehicle fleet; perform repairs; provide record-keeping, assignment, utilization and excess/ disposal duties for vehicles/parts.	LLS
11-7	Hoisting & Rigging Commodity Center	Provide support to other Site contractors with commodity management center functions related to the acquisition, testing, inspection and allocation of Hoisting and Rigging equipment used at SRS.	ESS / Direct Billed
11-8	Site Development Control	Provide real property management for SRS land through administration of the following programs: Site Clearance Program – coordinate site clearance request approvals to ensure proposed construction does not encroach upon existing or planned facilities. Site Use Program – document formal approvals of SR Land Use Committee regarding use of SRS property. Common Facilities As-Built Program – document as-built configurations of all site utilities, commodities and systems; mapping updates and services to correct legacy as-built discrepancies. Site Boundary Program – oversee site boundary technical data, including inspection of physical site boundaries for maintenance issues.	LLS
11-9	Site Infrastructure Shop Services	Provide support to other Site contractors with machining and fabrication of engineered components, testing and repair of pressure relief valves and custom fabrication of mechanical and electrical Jumpers. Electrical Shop services include calibration and repair of electrical breakers, motors, Portal Monitors, Nuclear Incident Monitors, Measuring & Test Equipment, In Process Instrumentation, Industrial Hygiene and Radiation Monitoring Equipment. Radiological Shops services include custom design and fabrication of radiological containments/ installations and assembly/ testing of Respirators, Plastic Suits and Fresh Air Hoods. Manage the Savannah River Standards Laboratory providing calibration services and calibration standards in compliance with International Organization for Standardization/International Electrotechnical Commission 17025 and National Institute of Standards and Technology (NIST). Maintain system to preclude use of M&TE for which calibration is out or expired. Confirm acceptance criteria for procurement of special items.	UBS
11-10	Site Radio Services	Coordinate and support site radio system and trunking infrastructure.	UBS
11-11	Site Pager Services	Coordinate and support site pager system infrastructure.	UBS
11-12	Railroad Services	Operate and maintain the rail system at SRS. Determine future use requirements and coordinate with other contractors/projects prior to and during any on-site rail movements, taking proper security actions and making notifications.	Direct Billed

11-13	Real Property Management (includes 5-yr site plan, FIMS)	Support to other Site contractors with compliance with Real Property Asset Management. Administer DOE-HQ, Facility Management System and Condition Assessment Information System databases Support to other Site contractors with conduct of Condition Assessments survey inspections Oversee planning and administration of Site Housing structures (administrative, warehouse, shop, laboratory) to ensure maximum utilization of assets; manage the SRS Trailer Commodity Management Center. Administer Site Use/ Clearance Permit land use planning and control; maintain As-built configuration of all systems/commodities/utilities; maintain Site Boundary configuration control.	LLS
11-14	Respirator Equipment Facility (REF)	Support to other Site contractors with supply of respiratory protection equipment to protect employees from airborne/ skin exposures to radioactive and chemical health hazards. The REF processes (assembles, tests, maintains, packages) a variety of negative pressure respirators, respirator cartridges, vortex tubes, air supplied respirators and plastic suits and hoods, and administers respirator fit testing.	UBS
11-15	Roads & Grounds	Includes road and grounds maintenance for support organizations and projects that support primary site roads (traffic lights, and surface maintenance), bridges, road sign maintenance and facility grounds, streets, and parking lots within general and administrative/ESS areas, snow removal/ adverse weather response, spill recovery/ accident/ abandoned waste site clean- up, traffic engineering, pest control, Railroad and Landfill operations, and management of Site High/Low Hazards Dams.	LLS
11-16	Transportation Operations	Includes central trucking waste hauling services that provide qualified drivers and necessary equipment to transport equipment and materials on and off Site; Roads and grounds support including primary site road maintenance (traffic light repair, crack sealing, striping, patching, paving, sweeping, shoulder maintenance and herbicides), bridge and road sign maintenance; Grounds maintenance (signage on grounds, side walk maintenance, crosswalks, and drainage), street and parking lot maintenance, snow removal/adverse weather response, spill/ accident /abandoned waste site clean-up, traffic engineering and pest control.	ESS
11-17	Transportation Services	Provide the services necessary to plan and implement on-site and off-site packaging and transportation of radioactive and other hazardous materials. Includes Hazardous Material Transportation guidance and oversight; Department of Transportation (DOT) oversight and administration of DOT drivers and vehicles; Traffic Services processes freight billings, schedules out-bound trucking shipments for major projects and coordinates household goods moves for new hires.	ESS
11-18	Rigging & Cranes	Provide Rigging services to all areas and other Site contractors on SRS as requested. Includes normal, complex, and critical lifts. Also provide crane inspections (conventional & overhead), rigging hardware inspection, fall protection applications, lift truck operations, scaffold erections/inspections to meet site standards. Provide rigging oversight for subcontractors.	ESS / Direct Billed
11-19	Portable Equipment Commodity Management Center	Centralized pool of portable equipment and manpower for SRS. Includes coordination of rental, repair and maintenance of equipment such as cranes, air compressors and generators.	Direct Billed
11-20	Subcontract Management & Technical Representatives	Provide management and planning services for the execution of subcontracted work activities in support of facilities and projects to include procurement support, design interface, facility interface, specification development, field coordination & oversight, and acceptance inspections.	ESS / Direct Billed

11-21	Facility Information Management System (FIMS)	Manage FIMS database to provide inventory and decision-making tool for managing real property assets. Generate all required reporting.	LLS
11-22	Janitorial Services	Basic janitorial services for SRS on-site buildings.	LLS
11-23	Laundry Services	Commercial laundry and decontamination services for government-owned protective clothing, non-regulated items, and regulated face pieces. Includes periodic batch pick-up and drop-off at site locations.	Direct Billed
11-24	Food Services	Manage vendors providing food services at SRS. Includes four cafeterias and three food courts in SRS facilities using SRS owned equipment.	ESS
12	<b>Site Services: Site Maintenance</b>		
12-1	Site Maintenance Program	Site-wide support to other Site contractors with maintenance programs (SRS M&O, other Site contractors and subcontractors performing work for the Performing Entities) and compliance evaluation of Federal regulations, DOE Orders and Site policies/procedures.	ESS / Direct Billed
12-2	Reliability Centered Maintenance Program	Support to other Site contractors with strategies to help determine what must be done to assets in order to increase reliability, availability and reduce maintenance cost.	ESS / Direct Billed
12-3	Predictive Maintenance Program	Provides support to other Site contractors with predictive maintenance technology testing to improve equipment reliability and availability and provide early warning of equipment degradation to aid in outage planning.	ESS / Direct Billed
13	<b>Interface Management Services</b>		
13-1	SRS Interface Management Plan	Define processes and agreements to ensure effective control of technical, administrative and regulatory interfaces among all SRS tenants. Develop all interface agreements and documents needed for exchange of services.	LLS
13-2	SRS Interface Management Team	Oversee development and maintenance of effective interfaces among SRS tenants (other Site contractors). Foster effective collaboration and cooperation among site tenants; oversee development and approval of interface management processes, plans and procedures, and facilitate issue resolution per established procedure.	LLS
13-3	SRS Site Interface Communications	Establish processes and systems for interface management at SRS between tenants (other Site contractors). Utilizing the Integrated Management Team, publish DOE site policy and/or site-level procedure manuals. Communicate site employee communications, interface issues, Lessons Learned, Internal Memo process and procedure changes to all site tenants.	LLS
13-4	SRS Interface Issue Resolution	Facilitate issue resolution between SRS M&O and other site Contractors using a process that is based on problem resolution at the lowest level possible: inter-Tenants to Interface Management Office to company Presidents to DOE arbitration.	LLS
14	<b>Supply Chain Management (Procurement &amp; Asset Management)</b>		
14-1	Procurement Services	Support to other Site contractors with purchasing function in conformance with DOE Acquisition Regulations (DEAR) Subpart 970.44.	ESS
14-2	Acquisition Support	Support to other Site contractors with purchasing function in conformance with DEAR Subpart 970.44.	ESS

14-3	Small Business Program & Supply Partner	Support to other Site contractors with purchasing function in conformance with DEAR Subpart 970.44	ESS
14-4	Technical Services	Support to other Site contractors with purchasing function in conformance with DEAR Subpart 970.44. Provide systems support and reporting for the acquisition process.	ESS
14-5	Compliance & Policy	Support to other Site contractors with purchasing function in conformance with DEAR Subpart 970.44. Support to other Site contractors with independent review of procurement operations, development and administration of procurement policy/ procedures, audit; review procurement packages for compliance.	ESS
14-6	Business Engagement & Support	Support to other Site contractors with purchasing function in conformance with DEAR Subpart 970.44, and in accordance with terms and conditions of prime contract. Support to other Site contractor's maintenance and storage of procurement-related files and documentation.	ESS
14-7	Property Systems/Acquisitions & Materials Management	Support to other Site contractors with site-wide processes/ procedures for centralized personal property management: recycling, asset tracking and database reporting, excess disposition, equipment transfers and loans and management of on- site inventories/warehousing operations.	ESS
14-8	Chemical Commodity Management	Support to other Site contractors with an integrated approach to safe acquisition, utilization, storage, and disposition of chemicals and chemical products. The Chemical Management Center (CMC) develops and implements the Chemical Management Program at SRS that can be used by other Site contractors. The CMC is the Single Point of Contact for chemicals at SRS.	ESS
14-9	Central Warehouse Operations – Receiving	Provide support to other Site contractors for material receipts and acceptance for materials needed by the SRS M&O contractor and other site contractor areas, facilities and projects. Includes unloading/handling of all freight and package deliveries from common carrier and supplier delivery trucks, verifying materials are received in accordance with purchase order documentation and entering receipt information into the Field Materials Tracking System, accounting for/authorizing payment for materials received.	ESS
14-10	Central Warehouse Operations – Warehousing/Storage	Support to other Site contractors with all aspects of Site warehousing. Includes stocking, storage and order fulfillment of stocked “Stores” inventory, storage of project materials, large equipment, compressed gas cylinder storage, bulk liquid nitrogen storage and flammable material storage. Also includes periodic inventory validation documentation and QA storage program management (Shelf Life and In-Storage Maintenance) for associated items.	ESS
14-11	Central Warehouse Operations – Delivery/Distribution	Deliver all Material Receipts, Stores Order items, stored equipment to SRS M&O contractor programs and projects, as well as to other site contractors. Includes site-wide pick- up/delivery of empty/full compressed gas cylinders. Provide material packaging, palletization, rigging and stabilization of materials in preparation for safe transportation and coordinate with cranes and rigging to load, transport and offload items, as needed.	ESS
14-12	Central Warehouse Operations – Shipping	Provide off-site shipping of SRS materials, return of materials to suppliers, and radioactive shipments for the SRS M&O contractor and other site contractors. Services include bill of lading preparation, material packaging, loading, blocking and bracing as required.	ESS
14-13	Central Warehouse Operations –Mail Services	Mail Services provides intra and inter-area mail drop distribution and pickup, as well as incoming and outgoing mail sorting and processing for SRS M&O contractor projects and programs, as well as DOE-SR and multiple other site contractors. Mail Services include morning pick up from two local area post offices and evening drop-off to one local post office daily.	ESS

14-14	Material Access Centers	Provide support to other Site contractors with programs to manage, control, and issue facility- owned materials including facility warehousing, laydown yards, tool control, bulk materials, spare equipment and “dedicated” items. Provide intra-area receipts, materials delivery, and mail delivery.	ESS
15	<b>Safeguards, Security &amp; Emergency Services</b>		
15-1	Physical Security Programs – Government Property	Security Representatives are assigned to security areas at the SRS to support facility/area implementation of site level S&S Policy and Procedures for the protection of government property (includes security plans, barriers, access control, lock and key control, etc.) except those areas maintained by the USFS (SRS boundary maintenance).	Direct Funded
15-2	Physical Security Programs – Nuclear Material, Special Nuclear Material (SNM), & Classified Matter	Security Representatives assigned to all security areas at the SRS to support facility/area implementation of site level S&S Policy and Procedures for the protection of Nuclear Material, SNM and Classified Matter.	Direct Funded
15-3	Vulnerability Assessment & Physical Security Analysis	Conduct systematic evaluations of targets to identify weaknesses in facility operations, physical security systems, material control & accountability, protective force, response plans, physical structures, emergency operations, processes and procedures. Develop cost-effective counter measures and prioritize program investments focused on reducing or mitigating risk. Prepare Safeguards & Security Authorization Basis documents including Vulnerability Analysis Reports, Site Safeguards & Security Management Reports, and technical risk assessment reports. Provide physical security expertise for Readiness Assessments, Facility Surveys, Operational Readiness Reviews, and Facility Evaluation Board. Support, coordinate and participate in large-scale force-on-force exercises. Provide S&S Performance Assurance Program planning and testing.	Direct Funded
15-4	Information Security Program	Control and accountability requirements for classified matter including marking, reproduction, receipt and transmission, and destruction; physical protection requirements for classified matter.	Direct Funded
15-5	Personnel Security Program – Badging	Access control, badging, visitor control, and subcontractor badging administration including manufacture, issuance, destruction, control of and accountability for DOE Standard, SR Specific, Temporary, and Personal ID Verification badges.	Direct Funded
15-6	Personnel Security Program – Human Reliability Program (HRP)	Administration of HRP to ensure that employees with access to certain materials, nuclear explosive devices and programs meet highest standards of reliability and physical/mental suitability. Includes initial and refresher training.	Direct Funded
15-7	Nuclear Materials Control & Accountability (NMC&A) Program	Supports the nuclear materials control and accountability responsibilities of other site contractors with programs, policy oversight and accountability of all reportable nuclear materials in the custody of the SRS M&O contractor and other site contractors. Provides support to other Site contractors with NMC&A staff for monitoring access controls, surveillance, containment, and protection of nuclear materials. Material Accountability staff supports other Site contractors with physical inventory of SNM, maintains central accounting records, accounting software - LANMAS/ SRSMAS, administers tamper-indicating device (TID) program, monitors material control indicators, and evaluates measurements and measurement control. Additionally, provides DOE-HQ/ SR data, investigates anomalies, responds to emergencies, performs internal assessments, and supports International Atomic Energy Agency inspections.	Direct Funded
15-8	S&S Program Management – Safeguards & Security Awareness	Provide S&S Awareness training for Federal and contractor employees, subcontractors, and visitors at SRS; conduct security training for all permanently badged employees initially and on an annual basis thereafter.	Direct Funded

15-9	S&S Program Management	Provide S&S policy/ processes for planning, performing, assessing and improving the secure conduct of work in accordance with risk-based protection strategies. Manage S&S program elements and Site S&S Planning. Provide S&S Self- Assessment Program, S&S Performance Assurance Program, S&S Training Program and administer S&S Findings Program. Act as primary SRS M&O contractor POC for Site Security Contractor-SRS Team.	Direct Funded
15-10	S&S Contractor Assurance and Training	Provide S&S Self-Assessment Program, S&S Training Program and S&S Issue Management Program. Maintain site security metrics and provide information in support of the site's Operational Experience (lessons learned) program.	Direct Funded
15-11	Security Systems Maintenance	Provide security system maintenance for all facilities with significant S&S assets, design or assist in design of security systems for new facilities or system upgrades for facilities with new or changing requirements.	Direct Funded
15-12	Locksmith Support	Provide locksmith support for installation, replacement, and maintenance of locks, keys, and access control systems to protect Government property and nuclear materials, classified matter, etc.	Direct Funded
15-13	Fire & Emergency Response	Provide fire prevention, fire suppression, fire investigations; technical rescue; emergency medical service and patient transport; incident command; and hazardous material and chemical/biological/radiological emergency response for the SRS. Support to other Site contractors for routine inspection, testing and maintenance of standpipes, fire doors, fire extinguishers, hydrants, gaseous barriers, hoses, self-contained breathing apparatus; monthly sprinkler inspections; fire control preplan walk-downs and validation; performance of emergency preparedness facility drills; tree removal; breath alcohol testing.	LLS
15-14	Emergency Operations	The SRS Emergency Operations Organization is the first point of notification for any emergency on site. All emergency responders can be requested and dispatched by calling the SRS Operations Center at 3-3911 from any site telephone or (803) 725-3911 from any cellular phone.	LLS
15-15	Emergency Management	Site-wide Emergency Preparedness Program including operation of the Emergency Operations Center (EOC), hazard surveys and emergency planning hazards assessments, interface with offsite agencies, EOC staff training, site-wide emergency drills and exercises, and facility-specific plans and procedures for emergency preparedness.	LLS
16	<b>Solid Waste Management Services</b>		
16-1	Waste Forecast & Tracking System	In conjunction with the Solid Waste Integrated Forecasting Tool, identify future quantities of hazardous/ radioactive/ sanitary waste generation for SRS and off-site generators.	Direct Funded
16-2	Waste Storage, Treatment & Disposal (Low Level Waste [LLW], Mixed Low Level Waste [MLLW], Hazardous Waste [HW], Sanitary, Transuranic Waste [TRU])	Support to other Site contractors with treatment, storage, and disposal of LLW, Mixed, HW and Sanitary Waste. (Other contractors characterize, package, interim store and prepare waste for transport to SRS M&O.) Also includes support for TRU and Mixed-TRU certification, interim storage and loading of shipments for transport to the Waste Isolation Pilot Plant. (Other contractors characterize, package and transport waste to the SRS M&O contractor.)	Direct Funded

16-3	Waste Generator Certification Support & Oversight	<p>Provide support to other Site contractors for required waste generator programs that ship waste to on-site and off-site treatment storage and disposal facilities to include 1) support for initial generator certification process and periodic follow-up surveillances/audits; 2) support for waste acceptance procedure maintenance, performance indicators, and document control; and 3) support for review/ approval of waste stream characterization forms and certification plans, dose-to-curie calculation assistance, and periodic waste stream characterization re-validation. Provide waste avoidance program support in accordance with the site-wide Pollution Prevention Program. Oversee the Solid Waste Management Committee. Provide support for Generator Certification Official qualifications, curriculum and training including support for Environmental Compliance Authorities and waste Cognizant Technical Functions. Provide support for generator waste management operations required to meet site-wide waste acceptance criteria.</p> <p>Provide support to other Site contractors with certification for off-site waste shipments. Provide DOE-required forecasting and reporting of newly-generated waste. Support to other Site contractors with site procurement specs for the procurement and inventory of radioactive solid waste packaging, bags, and required packaging filter vents.</p>	Direct Funded
16-4	Pollution Prevention (P2) Program	<p>Provide support to other Site contractors with site-level pollution prevention program compliant with regulations and directives. Services include: 1) manage and integrate the P2 Program with the SRS Environmental Management System (EMS) and associated Integrated Safety Management System (ISMS); 2) provide data collection and associated reporting to meet annual DOE requirements; 3) provide support and database maintenance to help identify and document waste avoidance opportunities; 4) support employee P2 awareness with training programs/events and community outreach to promote P2 concepts.</p>	Direct Funded
17	Information Services: Communications Infrastructure		
17-1	Voice Communication Services	<p>Provide operational planning, management, Telecom Facilities management and Operation &amp; Maintenance support of SRS voice switching configuration to maintain adequate capacity and high reliability. This includes: voice mail, audio conferencing, contracts and licensing, engineering, data backup, storage, performance and availability, special circuits, trunk service, 24x7 support, telephone line and circuit management, fiber, copper and facilities maintenance.</p>	UBS
18	Information Services: Consolidated IT Services		
18-1	Central Computing Services	<p>Provide oversight, management, operations and maintenance for all IT computing facilities (Central and Back-up Computing Facility and the Network Operations Center) including: electrical, HVAC, uninterruptable power supply, facility and system monitoring equipment, access control, licensing and application maintenance, 24x7 management and operations of IT systems and data centers, system or facility failure response, administration and infrastructure program management and acquisition coordination.</p>	UBS
18-2	Desktop Computing Services	<p>Provide and manage the standard SRS desktop software environment including: Microsoft Windows and Office Enterprise Software Licensing, server engineering, processing, storage hardware and software for server infrastructure, day-to-day support/maintenance for the software infrastructure for Structured Query Language (SQL) Server environments, administer end user and nonperson Computer Accounts Management (CAM) for centrally supported systems.</p>	UBS

18-3	Intra/Internet Services	Support and maintain SRS web environment (InSite) and related applications including InSite Messaging, Dynamic Organization Trees, Password Checker, Phonebook, Personal Information Editor, Quick Search, Shift Calendar, Homepage, and SRS Phone on Disk. Provide server/storage infrastructure and related systems engineering to support the site intranet environment. Provide software database administration and infrastructure associated with the IT managed applications, including: 24x7 applications support. Develop, maintain, and operate a Service-Oriented Architecture infrastructure that allows developers to develop applications quickly and easily, enabling them to maximize re-use of core low-level services and the authentication/authorization layer. Provide Legacy Enterprise Web Content Management solution.	UBS
18-4	Network Communications Services	Provide comprehensive site unclassified computer network for SRS and the associated network connections to other external facilities and organizations. Network equipment maintenance contracts, software license maintenance agreements, and service agreements, including Internet connectivity and on-site services contract.	UBS
18-5	Video Services	Provide Operational and Maintenance support for the site video distribution network and satellite receiver field. Support and maintain the SRS M&O contractor's Video Teleconferencing infrastructure, does not include maintenance of individual room equipment and excludes DOE rooms or systems.	UBS
18-6	Geospatial Information Systems (GIS)	Maintain Site GIS Infrastructure. Provide support for GIS Infrastructure through the policies, standards, oversight and recommended practices for site use. Configure, maintain and support the infrastructure to provide accurate and centralized spatial data to the site. This includes day-to-day operations, maintenance, security and strategic planning. Functions include managing the data, data structures, software, Spatial Data Engine, licensing, application servers and much more for the site. Examples of services/data provided include: area maps, onsite barriers, remote workers, emergency response, site hunts, nearest available WiFi, H-Canyon Scrolls, SRS Explorer, Geospatial Coordinate Locator, Site Structure Locator, GIS Web Statistics, SRSCON, SRS Label and GIS System Health, building layout and space usage. Support and maintain Site-wide GIS Applications. Developers support web-based applications expanding the use of ArcGIS software.	UBS
18-7	E-mail / Groupware Services	Operate and maintain the Office 365/Lotus Notes environments including: Software licensing; performance monitoring and system integrity assurance; providing hardware, software, operations, monitoring, and management support for the site email backbone; ensuring compliance with policies and procedures for Notes application deployments; providing support to Notes Application maintainers (as required); Providing off-site E-mail connectivity; spam and antivirus filtering of E-mail; providing the facility for sending Employee Communications; support for Mobility infrastructure, including mobile device security policy and provide end user troubleshooting and problem resolution associated with Office 365 email and calendaring.	UBS
18-8	Application Infrastructure & Strategic Technology	Provide Oracle/SQL Server software database administration and infrastructure associated with the IT managed applications. Provide administration of Middleware infrastructure (IIS, Apache/Tomcat) environments. Provide day-to-day support/maintenance of IT Internal Tool/Data Integration Administration and Support, to manage monitoring, scheduling, and integration of data between enterprise applications for the following: Autosys, Netcool, TFS, and Shareplex products. Develop and maintain controls methodology, processes, and procedures. Coordinate planning and execution of formal project management for major IT initiatives. Evaluate emerging IT technologies and assess their applicability in SRS operations. Evaluate and pilot those technologies that have a high potential of providing payback.	UBS

18-9	Engineering, Plant and Facility Management (EPFM)	Maintenance of the EPFM and dependency system(s) including; Software & Infrastructure Maintenance for EPFM, Documentum and Webtop licenses, continued support for development, upgrades, printing support, Adlib Software, Database Administrators and System Engineering Support, Storage, Backup incl. Disaster Recovery.	UBS
18-10	Help Desk	Provide Help Desk Support to site end users. This includes all aspects of assisting users with applications, operating system reloads and upgrades, passwords, troubleshooting, self- help solutions and IT field support for the end user. Provide mobile device management, device distribution, user training, and support for smart phones (iPads, iPhones), and cell phones. Track inventory of devices under the Wireless subcontract. Provide support for site-vended printing, reproduction and duplication.	UBS
18-11	Servers / Storage	Provide system engineering server and storage support for IT Windows, UNIX and LINUX servers. Ensure adequate and reliable storage for all IT systems, systems engineering, Software licensing for the operating system and system administration tools and monitoring software. Server leases and storage costs associated with the IT servers. Maintaining the cyber security posture of the Windows environment. Maintaining and assure adequate storage capacity, performance and availability for all major site business systems managed by the IT department within the Data Centers. Offsite backups of certain data.	UBS
18-12	Microsoft Office 365 (O365)	Provide Microsoft O365 license subscription for all O365 users.	UBS
19	Information Services: Cyber Security		
19-1	Cyber Security Services, Compliance Coordination & Administration	Support to other Site contractors with classified and unclassified cyber security programs per DOE directives and federal law. Includes security architecture development and oversight, system and network security; intrusion detection monitoring and response; certification and accreditation; auditing and assessments; incident handling; encryption programs; media sanitization and destruction oversight; virus and malware detection and eradication; configuration management oversight; vulnerability scanning systems; and forensics, training and awareness. Includes coordination, implementation, and liaison within Cyber Security; coordination and enforcement of the Site Vulnerability and Patch Management Process; management of approved desktop and server Security Baselines; management of Secure Desktop program; coordination of Certification and Accreditation Program for IT managed boundaries for both unclassified and classified systems; management of domain name system appliances, proxy server configurations, Bomgar appliance and SecurID configurations, firewall and Bluecoat proxy filters; maintenance of Homeland Security Presidential Directives (HSPD- 12); and identification/protection of classified, unclassified and sensitive information generated, processed and stored by IT for the SRS.	Direct Funded

20	Information Services: Personal Computer (PC) Acquisition		
20-1	PC Program Administration and Technical Oversight	Provide coordination and management of the site PC program activities including technical administration for PC acquisition; assistance in PC ordering; and reviewing warranty work requests and resolving billing managing issues across site tenants. This task also includes coordinating the activities of the Business Unit POC Group; and developing and maintaining programmatic and technical specifications including hardware, software, and services for the PC acquisition program. Provide standard value computer hardware to end users on a 60-month refresh cycle. Provide premium value computer hardware to end users on a 60-month refresh cycle. Provide the equipment and staff necessary to maintain and refresh computers for the site.	UBS
21	Information Services: Documentation & Records Management		
21-1	Records Management	Support to other Site contractors with Electronic and Hardcopy Records Program: Electronic Records feeds and desktop submissions. Retrieval of records for Legal, Freedom of Information Act, Energy Employees Occupational Illness Compensation Program Act, Audits, etc. Electronic and hardcopy storage and record tracking. Expired retention for approval and destruction/disposition. Tagging and monitoring QA records, legal moratoriums and hardcopy holds. Electronic Document Workflow System - Records Management IT support. Dispositioning of boxed records as retentions have expired per DOE Order 243.1. Support to other Site contractors with Classified Records: Classified Operations including classified records and document processing. CARDS IT Support (Developers, DBA, SE, Computer Security, Server Leases, Storage/Backup). Perform Classified Media Destruction.	ESS
22	Information Services: Direct Services		
22-1	Software Development & Maintenance Services	Develop software to meet business requirements for on-site business processes and productivity needs and maintain software once in a production environment. Includes application support to existing tenant portfolios as well as commercial off the shelf product support for on-site use. Also includes certification and accreditation support in compliance with DOE Cyber requirements, as well as implementation of IT projects developed to DOE System Development Methodology and mobile deployments.	Direct Billed
22-2	Server Provisioning, Licensing & Management Services	Acquisition and management of additional, specifically-negotiated servers (outside of those provided as part of IT Consolidated Services and Email Services). Note: Services provided on an ad hoc basis and subject to management approval.	Direct Billed
22-3	Database License Provisioning & Database Management Services	Support to other Site contractors with acquisition and management of additional and specifically-negotiated database licensing and maintenance services (outside of those provided as part of IT Consolidated Services and Email Services.) Note: Services subject to SRS M&O contractor management approval.	Direct Billed
22-4	Storage Services	Support to other Site contractors with acquisition and management of additional and specifically-negotiated storage services (outside of those provided as part of IT Consolidated Services and Email Services.) Note: Services provided in response to requests for storage on the SRS M&O contractor's Storage Area Network are subject to SRS M&O contractor management approval.	Direct Billed
22-5	End User Hardware Provisioning	Acquire and manage phones and iDevices for SRS personnel.	Direct Billed

22-6	Engineering & Operations Document Control	Disseminate the latest configuration of common site facility documentations such as Drawings, Procedures, Calculations, Vendor documentation etc. Maintain technical baseline documentation and manage associated change documents for common facilities. Provide control and maintenance of essential documentation to EOC and other Facility Control Room locations. Provide Controlled, Information Only and Working copies.	Direct Billed
22-7	Printing & Reproduction Services	Provide state-of-the-art, color/font managed reproduction products/services including copying, banners and pamphlets, and poster production, etc. Perform subcontracted printing process for SRS including specifying job requirements and ensuring requirements are met, in compliance with Federal regulations. A portion of printing is also offered as part of Help Desk.	Direct Billed
22-8	Non-Standard Telecom Circuit Requests	Process requests for non-standard telecom circuits	Direct Billed
22-9	Data Center Housing Space	Process requests for physical storage space within an IT managed computing facility.	Direct Billed
23	Employee Concerns Program		
23-1	Employee Concerns Program	Support to other Site contractors with programs through which employees can express their concerns related to environmental, safety, health, safeguards and security, quality assurance, waste, fraud and abuse, mismanagement and other matters. Conduct investigations as needed/requested and coordinate with other offices as needed (Human Resources, Equal Employment Opportunity) to provide timely responses to issues raised.	Direct Billed

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**ATTACHMENT J-8**

**PERFORMANCE GUARANTEE AGREEMENT**

### **Attachment L-3: Performance Guarantee Agreement**

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract [Contract Number to be specified in Block 2 of the SF33 for Solicitation Number 89303320REM000063] for the management and operation of Savannah River National Laboratory (Contract) dated [Award date to be specified in Block 28 of the SF33 for Solicitation Number 89303320REM000063], by and between the Government and Battelle Savannah River Alliance, LLC (Contractor), the undersigned, Battelle Memorial Institute (Guarantor), a corporation incorporated in the State of Ohio with its principal place of business at 505 King Avenue, Columbus, Ohio 43201 hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be

required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on July 30, 2020.

BATTELLE MEMORIAL INSTITUTE



Ronald D. Townsend  
Executive Vice President  
Executing Performance Guarantee Agreement on Behalf of  
Guarantor

I, Russell P. Austin, Senior Vice President, General Counsel and Secretary, hereby attest that Ronald D. Townsend, who signed this Performance Guarantee Agreement on behalf of Battelle Memorial Institute, was then Executive Vice President of said Corporation.



Russell P. Austin



**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J, ATTACHMENT J-9**

**WAGE DETERMINATIONS:  
SERVICE CONTRACT LABOR STANDARDS  
(FORMERLY KNOWN AS THE SERVICE CONTRACT ACT [SCA]) AND  
CONSTRUCTION WAGE RATE REQUIREMENTS  
(FORMERLY KNOWN AS THE DAVIS-BACON LABOR ACT [DBA])**

**Service Contract Labor Standards (i.e., SCA) Wage Determination**

**Wage Determination 2015-4465, Rev. 11**

**Dated 12/23/2019**

**Note – As stated in Section I for clause FAR 52.204-14 Service Contract Labor Standards, this Service Contract Act Labor Standard applies to SCA-covered subcontractors only**

1/3/2020

beta.SAM.gov

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2015-4465

Daniel W. Simms Division of | Revision No.: 11

Director Wage Determinations | Date Of Last Revision: 12/23/2019

Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Georgia South Carolina

Area: Georgia Counties of Burke Columbia Lincoln McDuffie Richmond

South Carolina Counties of Aiken Edgefield

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

<https://beta.sam.gov/wage-determination/2015-4465/11/document>

1/18

1/3/2020

beta.SAM.gov

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.21
01012 - Accounting Clerk II		15.95
01013 - Accounting Clerk III		17.85
01020 - Administrative Assistant		23.53
01035 - Court Reporter		17.75
01041 - Customer Service Representative I		11.12
01042 - Customer Service Representative II		12.50
01043 - Customer Service Representative III		13.64
01051 - Data Entry Operator I		13.68
01052 - Data Entry Operator II		14.92
01060 - Dispatcher Motor Vehicle		20.04
01070 - Document Preparation Clerk		14.13
01090 - Duplicating Machine Operator		14.13
01111 - General Clerk I		13.39
01112 - General Clerk II		14.49
01113 - General Clerk III		16.21
01120 - Housing Referral Assistant		19.79
01141 - Messenger Courier		11.15
01191 - Order Clerk I		15.08
01192 - Order Clerk II		17.16
01261 - Personnel Assistant (Employment) I		15.83
01262 - Personnel Assistant (Employment) II		17.71
01263 - Personnel Assistant (Employment) III		19.73
01270 - Production Control Clerk		24.21
01290 - Rental Clerk		14.10
01300 - Scheduler Maintenance		15.86
01311 - Secretary I		15.86
01312 - Secretary II		17.75
01313 - Secretary III		19.79
01320 - Service Order Dispatcher		17.91
01410 - Supply Technician		23.53
01420 - Survey Worker		15.35
01460 - Switchboard Operator/Receptionist		12.44
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.59
01533 - Travel Clerk III		14.67
01611 - Word Processor I		14.13

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01612 - Word Processor II	15.86
01613 - Word Processor III	17.75
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.57
05010 - Automotive Electrician	18.01
05040 - Automotive Glass Installer	16.71
05070 - Automotive Worker	17.03
05110 - Mobile Equipment Servicer	14.48
05130 - Motor Equipment Metal Mechanic	19.16
05160 - Motor Equipment Metal Worker	17.03
05190 - Motor Vehicle Mechanic	18.87
05220 - Motor Vehicle Mechanic Helper	13.98
05250 - Motor Vehicle Upholstery Worker	15.90
05280 - Motor Vehicle Wrecker	17.03
05310 - Painter Automotive	17.73
05340 - Radiator Repair Specialist	17.03
05370 - Tire Repairer	13.18
05400 - Transmission Repair Specialist	19.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.13
07041 - Cook I	12.25
07042 - Cook II	14.14
07070 - Dishwasher	9.07
07130 - Food Service Worker	9.43
07210 - Meat Cutter	16.05
07260 - Waiter/Waitress	9.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.84
09040 - Furniture Handler	12.10
09080 - Furniture Refinisher	17.84
09090 - Furniture Refinisher Helper	13.88
09110 - Furniture Repairer Minor	15.74
09130 - Upholsterer	17.84
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.14
11060 - Elevator Operator	10.43
11090 - Gardener	15.50
11122 - Housekeeping Aide	10.43
11150 - Janitor	10.43
11210 - Laborer Grounds Maintenance	11.74
11240 - Maid or Houseman	9.22

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11260 - Pruner	10.41
11270 - Tractor Operator	14.28
11330 - Trail Maintenance Worker	11.74
11360 - Window Cleaner	11.77
12000 - Health Occupations	
12010 - Ambulance Driver	15.97
12011 - Breath Alcohol Technician	17.19
12012 - Certified Occupational Therapist Assistant	23.58
12015 - Certified Physical Therapist Assistant	25.95
12020 - Dental Assistant	18.35
12025 - Dental Hygienist	29.39
12030 - EKG Technician	30.20
12035 - Electroneurodiagnostic Technologist	30.20
12040 - Emergency Medical Technician	15.97
12071 - Licensed Practical Nurse I	15.79
12072 - Licensed Practical Nurse II	17.67
12073 - Licensed Practical Nurse III	19.69
12100 - Medical Assistant	14.53
12130 - Medical Laboratory Technician	20.78
12160 - Medical Record Clerk	19.54
12190 - Medical Record Technician	21.86
12195 - Medical Transcriptionist	17.30
12210 - Nuclear Medicine Technologist	34.15
12221 - Nursing Assistant I	11.55
12222 - Nursing Assistant II	12.98
12223 - Nursing Assistant III	14.16
12224 - Nursing Assistant IV	15.90
12235 - Optical Dispenser	14.73
12236 - Optical Technician	13.57
12250 - Pharmacy Technician	14.38
12280 - Phlebotomist	14.86
12305 - Radiologic Technologist	28.16
12311 - Registered Nurse I	25.86
12312 - Registered Nurse II	29.44
12313 - Registered Nurse II Specialist	29.44
12314 - Registered Nurse III	35.62
12315 - Registered Nurse III Anesthetist	35.62
12316 - Registered Nurse IV	42.69
12317 - Scheduler (Drug and Alcohol Testing)	21.88
12320 - Substance Abuse Treatment Counselor	21.29
13000 - Information And Arts Occupations	

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13011 - Exhibits Specialist I		22.54
13012 - Exhibits Specialist II		27.91
13013 - Exhibits Specialist III		34.15
13041 - Illustrator I		22.54
13042 - Illustrator II		27.91
13043 - Illustrator III		34.15
13047 - Librarian		30.92
13050 - Library Aide/Clerk		11.48
13054 - Library Information Technology Systems Administrator		27.91
13058 - Library Technician		16.35
13061 - Media Specialist I		20.14
13062 - Media Specialist II		22.54
13063 - Media Specialist III		25.12
13071 - Photographer I		18.07
13072 - Photographer II		20.24
13073 - Photographer III		25.09
13074 - Photographer IV		30.71
13075 - Photographer V		37.04
13090 - Technical Order Library Clerk		15.74
13110 - Video Teleconference Technician		18.84
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.75
14042 - Computer Operator II		17.82
14043 - Computer Operator III		21.95
14044 - Computer Operator IV		22.87
14045 - Computer Operator V		26.99
14071 - Computer Programmer I	(see 1)	24.88
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.75
14160 - Personal Computer Support Technician		22.87
14170 - System Support Specialist		25.62
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.76
15020 - Aircrew Training Devices Instructor (Rated)		36.00
15030 - Air Crew Training Devices Instructor (Pilot)		43.15

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15050 - Computer Based Training Specialist / Instructor	29.76
15060 - Educational Technologist	33.86
15070 - Flight Instructor (Pilot)	43.15
15080 - Graphic Artist	22.19
15085 - Maintenance Test Pilot Fixed Jet/Prop	38.98
15086 - Maintenance Test Pilot Rotary Wing	38.98
15088 - Non-Maintenance Test/Co-Pilot	38.98
15090 - Technical Instructor	22.59
15095 - Technical Instructor/Course Developer	27.64
15110 - Test Proctor	18.24
15120 - Tutor	18.24
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	11.33
16070 - Finisher Flatwork Machine	9.40
16090 - Presser Hand	9.40
16110 - Presser Machine Drycleaning	9.40
16130 - Presser Machine Shirts	9.40
16160 - Presser Machine Wearing Apparel Laundry	9.40
16190 - Sewing Machine Operator	11.97
16220 - Tailor	12.63
16250 - Washer Machine	10.03
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.72
19040 - Tool And Die Maker	24.65
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.58
21030 - Material Coordinator	24.15
21040 - Material Expediter	24.15
21050 - Material Handling Laborer	11.58
21071 - Order Filler	11.54
21080 - Production Line Worker (Food Processing)	17.58
21110 - Shipping Packer	16.61
21130 - Shipping/Receiving Clerk	16.61
21140 - Store Worker I	11.30
21150 - Stock Clerk	16.02
21210 - Tools And Parts Attendant	17.58
21410 - Warehouse Specialist	17.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.50

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23019 - Aircraft Logs and Records Technician	22.48
23021 - Aircraft Mechanic I	26.98
23022 - Aircraft Mechanic II	28.50
23023 - Aircraft Mechanic III	30.00
23040 - Aircraft Mechanic Helper	19.50
23050 - Aircraft Painter	25.37
23060 - Aircraft Servicer	22.48
23070 - Aircraft Survival Flight Equipment Technician	25.37
23080 - Aircraft Worker	23.58
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.58
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	26.98
23110 - Appliance Mechanic	18.60
23120 - Bicycle Repairer	15.03
23125 - Cable Splicer	33.44
23130 - Carpenter Maintenance	18.99
23140 - Carpet Layer	18.78
23160 - Electrician Maintenance	21.71
23181 - Electronics Technician Maintenance I	25.02
23182 - Electronics Technician Maintenance II	26.56
23183 - Electronics Technician Maintenance III	28.25
23260 - Fabric Worker	18.72
23290 - Fire Alarm System Mechanic	18.00
23310 - Fire Extinguisher Repairer	17.33
23311 - Fuel Distribution System Mechanic	22.18
23312 - Fuel Distribution System Operator	17.29
23370 - General Maintenance Worker	19.25
23380 - Ground Support Equipment Mechanic	26.98
23381 - Ground Support Equipment Servicer	22.48
23382 - Ground Support Equipment Worker	23.58
23391 - Gunsmith I	17.33
23392 - Gunsmith II	20.00
23393 - Gunsmith III	22.58
23410 - Heating Ventilation And Air-Conditioning Mechanic	20.55
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	21.79
23430 - Heavy Equipment Mechanic	25.15
23440 - Heavy Equipment Operator	17.76
23460 - Instrument Mechanic	22.58

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23465 - Laboratory/Shelter Mechanic	21.23
23470 - Laborer	11.58
23510 - Locksmith	18.60
23530 - Machinery Maintenance Mechanic	26.32
23550 - Machinist Maintenance	22.85
23580 - Maintenance Trades Helper	15.16
23591 - Metrology Technician I	22.58
23592 - Metrology Technician II	23.94
23593 - Metrology Technician III	25.19
23640 - Millwright	23.75
23710 - Office Appliance Repairer	17.81
23760 - Painter Maintenance	16.37
23790 - Pipefitter Maintenance	20.53
23810 - Plumber Maintenance	19.30
23820 - Pneudraulic Systems Mechanic	22.58
23850 - Rigger	22.58
23870 - Scale Mechanic	20.00
23890 - Sheet-Metal Worker Maintenance	24.84
23910 - Small Engine Mechanic	18.99
23931 - Telecommunications Mechanic I	25.65
23932 - Telecommunications Mechanic II	27.19
23950 - Telephone Lineman	21.06
23960 - Welder Combination Maintenance	21.14
23965 - Well Driller	22.58
23970 - Woodcraft Worker	22.58
23980 - Woodworker	17.33
24000 - Personal Needs Occupations	
24550 - Case Manager	12.93
24570 - Child Care Attendant	11.00
24580 - Child Care Center Clerk	14.04
24610 - Chore Aide	10.63
24620 - Family Readiness And Support Services Coordinator	12.93
24630 - Homemaker	15.32
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.99
25040 - Sewage Plant Operator	20.87
25070 - Stationary Engineer	28.99
25190 - Ventilation Equipment Tender	20.49
25210 - Water Treatment Plant Operator	20.87
27000 - Protective Service Occupations	

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27004 - Alarm Monitor	14.53
27007 - Baggage Inspector	14.51
27008 - Corrections Officer	17.55
27010 - Court Security Officer	18.08
27030 - Detection Dog Handler	16.23
27040 - Detention Officer	17.55
27070 - Firefighter	17.64
27101 - Guard I	14.51
27102 - Guard II	16.23
27131 - Police Officer I	19.06
27132 - Police Officer II	21.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.89
28042 - Carnival Equipment Repairer	12.91
28043 - Carnival Worker	8.69
28210 - Gate Attendant/Gate Tender	15.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	17.60
28510 - Recreation Aide/Health Facility Attendant	12.85
28515 - Recreation Specialist	19.38
28630 - Sports Official	14.03
28690 - Swimming Pool Operator	17.62
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.29
29020 - Hatch Tender	25.29
29030 - Line Handler	25.29
29041 - Stevedore I	23.68
29042 - Stevedore II	26.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	38.78
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	26.74
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	29.45
30021 - Archeological Technician I	20.28
30022 - Archeological Technician II	22.69
30023 - Archeological Technician III	28.11
30030 - Cartographic Technician	27.87
30040 - Civil Engineering Technician	26.72
30051 - Cryogenic Technician I	26.48
30052 - Cryogenic Technician II	29.24
30061 - Drafter/CAD Operator I	20.28
30062 - Drafter/CAD Operator II	22.69

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30063 - Drafter/CAD Operator III		25.28
30064 - Drafter/CAD Operator IV		29.85
30081 - Engineering Technician I		17.77
30082 - Engineering Technician II		20.10
30083 - Engineering Technician III		22.53
30084 - Engineering Technician IV		27.93
30085 - Engineering Technician V		32.62
30086 - Engineering Technician VI		37.46
30090 - Environmental Technician		30.54
30095 - Evidence Control Specialist		23.91
30210 - Laboratory Technician		25.96
30221 - Latent Fingerprint Technician I		26.48
30222 - Latent Fingerprint Technician II		29.24
30240 - Mathematical Technician		27.76
30361 - Paralegal/Legal Assistant I		18.68
30362 - Paralegal/Legal Assistant II		23.14
30363 - Paralegal/Legal Assistant III		28.31
30364 - Paralegal/Legal Assistant IV		34.24
30375 - Petroleum Supply Specialist		29.24
30390 - Photo-Optics Technician		27.76
30395 - Radiation Control Technician		29.24
30461 - Technical Writer I		25.63
30462 - Technical Writer II		31.34
30463 - Technical Writer III		37.91
30491 - Unexploded Ordnance (UXO) Technician I		24.65
30492 - Unexploded Ordnance (UXO) Technician II		29.82
30493 - Unexploded Ordnance (UXO) Technician III		35.74
30494 - Unexploded (UXO) Safety Escort		24.65
30495 - Unexploded (UXO) Sweep Personnel		24.65
30501 - Weather Forecaster I		29.85
30502 - Weather Forecaster II		36.31
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2)	25.28
30621 - Weather Observer Senior	(see 2)	26.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		29.82
31020 - Bus Aide		10.40
31030 - Bus Driver		13.64
31043 - Driver Courier		13.74
31260 - Parking and Lot Attendant		9.90
31290 - Shuttle Bus Driver		14.90

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31310 - Taxi Driver	11.80
31361 - Truckdriver Light	14.90
31362 - Truckdriver Medium	16.10
31363 - Truckdriver Heavy	18.73
31364 - Truckdriver Tractor-Trailer	18.73
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.54
99030 - Cashier	9.05
99050 - Desk Clerk	10.00
99095 - Embalmer	26.29
99130 - Flight Follower	24.65
99251 - Laboratory Animal Caretaker I	11.82
99252 - Laboratory Animal Caretaker II	12.83
99260 - Marketing Analyst	26.78
99310 - Mortician	26.29
99410 - Pest Controller	16.41
99510 - Photofinishing Worker	12.95
99710 - Recycling Laborer	16.11
99711 - Recycling Specialist	19.54
99730 - Refuse Collector	14.39
99810 - Sales Clerk	10.70
99820 - School Crossing Guard	12.80
99830 - Survey Party Chief	20.77
99831 - Surveying Aide	13.52
99832 - Surveying Technician	18.47
99840 - Vending Machine Attendant	17.56
99841 - Vending Machine Repairer	22.00
99842 - Vending Machine Repairer Helper	17.56

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Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1

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2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr's Birthday Washington's Birthday Good Friday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section B(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees

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who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 16% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending drying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization

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modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in

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those instances where the uniforms furnished are made of ""wash and wear"" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(1)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(1)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested

<https://beta.sam.gov/wage-determination/2015-4465/11/document>

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parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(11)).
- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

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5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

**Construction Wage Rate Requirements (i.e., DBA) Wage Determination**

**General Decision Number: SC20190002**

**Dated 09/27/2019**

2/24/2020

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"General Decision Number: SC20190002 09/27/2019

Superseded General Decision Number: SC20180009

State: South Carolina

Construction Types: Building, Heavy and Highway

Counties: Aiken, Allendale and Barnwell Counties in South Carolina.

SAVANNAH RIVER SITE ONLY

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)

HEAVY CONSTRUCTION PROJECTS (includes sewer & water line projects, and drainage projects)

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	03/01/2019
2	03/15/2019
3	09/27/2019

\* SUSC2011-002 10/25/2011

Rates Fringes

Asbestos abatement  
worker/hazardous material  
handler  
includes preparation,  
wetting, stripping,  
removal, scrapping,

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vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....\$ 13.69	.25
Asbestos worker/insulator includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.\$ 27.37	17.44
Boilermaker.....\$ 30.49	23.22
Bricklayer.....\$ 25.90	12.58
Carpenter.....\$ 28.18	12.45
Cement mason.....\$ 25.06	12.53
Electrician	
Cable Splicer.....\$ 29.65	15.56
Groundman.....\$ 19.48	15.56
Lineman.....\$ 28.65	15.56
Elevator constructor.....\$ 40.57	34.13
Glazier.....\$ 24.14	11.99
Ironworker.....\$ 29.97	13.72
Laborers:	
Concrete & building.....\$ 19.83	9.36
Hazardous waste verifier....\$ 20.58	9.36
Mortar mixer.....\$ 20.08	9.36
Nozzleperson.....\$ 20.33	9.36
Pipelayer.....\$ 20.08	9.36
Pneumatic concrete gun operator.....\$ 20.33	9.36
Pneumatic tool operator....\$ 20.08	9.36
Tool facility operator.....\$ 20.58	9.36
Machinist.....\$ 39.60	9.23
Millwright.....\$ 28.66	15.50
Painter	
Composite rate applies to all work performed by journeyman painters and sign painters except when engaged in industrial premium work.....\$ 24.14	11.99
Piledriver.....\$ 28.43	12.45
Pipefitter.....\$ 31.28	15.66
Plasterer.....\$ 25.06	12.53
Power equipment operators:	
Air compressor; concrete mixer (10 s or less);	

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conveyor; elevator; hoist, 1-drum; light plant; motor crane driver and oiler; roller; tractor (50 hp and over).....\$ 26.19	13.42
Backhoe; central mixing plant; concrete placing machine; crane, derrick, dragline; hoist, 2-drum; motor grader; shovel; sideboom tractor; tower/pedestal crane; hoist, 1-drum (hoisting personnel); mechanic (diesel & gas); maxi grinder.....\$ 31.56	13.42
Batch plant; bulldozer; concrete mixer (over 10 s); distributor (bituminous surfaces); end loader; fork lift truck; lead oiler; pan scraper; paving machine; pumpcrete; trenching machine; well drill.....\$ 29.04	13.42
Fireman (Boiler).....\$ 23.04	13.42
Mechanic (diesel & gas)....\$ 31.56	13.42
Oiler.....\$ 23.04	13.42
Pump (2-1/2 in. and over); tractor (under 50 hp); fireperson (boiler); oiler..\$ 22.70	12.65
Roofer (built-up, composition and waterproofing).....\$ 25.30	6.86
Sheet metal worker.....\$ 30.29	15.06
Sprinkler fitter.....\$ 29.54	20.01
Tile setter.....\$ 25.90	12.58
Truck drivers: 2-1/2 tons & over, and special equipment.....\$ 27.31	9.73
Oiler (light equipment and garage attendant).....\$ 26.96	9.73
Under 2-1/2 tons.....\$ 26.68	9.73
Footnote: Health & Welfare Weekly Rate: \$284.20	

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.  
Employees must be permitted to use paid sick leave for their  
own illness, injury or other health-related needs, including

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preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

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new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

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etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
209 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J, ATTACHMENT J-10**

#### **LIST OF REAL PROPERTY**

The Department of Energy has made its best effort to identify and describe the government owned real property that DOE will furnish and make available to the Contractor following transition. It includes all the real property listed in the table below, as excerpted from the Facility Information Management System (FIMS), and all equipment, furniture, supplies, tools, etc. contained in those facilities. Also included is all government owned equipment, furniture, supplies, tools etc. contained in off-site leased facilities. If due-diligence efforts during or after transition identify real property that DOE should furnish and make available to the Contractor that is not identified below, such property will be added, as appropriate, by the Contracting Officer.

<b>Real Property Unique ID</b>	<b>Area Name</b>	<b>Property ID</b>	<b>Property Name</b>
217255	A	181000	GAS STORAGE SHED
202961	A	503002	EMERGENCY GENERATOR
202964	A	603001	ROADS SRNL
203287	A	604001	WALKS, SRTC
202980	A	605001	FENCES, SRNL
142975	A	607017	WASTE TREATMENT FACILITY
112945	A	703041	ADMINISTRATION FACILITY
208898	A	704001	MODULAR OFFICE TRAILER
112805	A	704002	MODULAR OFFICE TRAILER
134323	A	705000	ADMINISTRATION BUILDING
113009	A	716004	R & DE PACKAGING FACILITY
112913	A	717007	MAINTENANCE WAREHOUSE
112899	A	723000	ENGINEERING ASSISTANCE FACILITY
217511	A	723002	HANDI-HOUSE (HH)
217556	A	723010	FLAME TEST STAND
217831	A	723012	HANDI-HOUSE (HH)
209958	A	723013	DIP TEST TUBE SHED
113018	A	723015	FIXTURE & EQUIPMENT STORAGE FACILITY
112952	A	730000	ADMINISTRATION BUILDING
113014	A	735000	RADIOLOGICAL & ENVIRONMENTAL SCIENCE LAB
209959	A	735001	EMERGENCY RESPONSE STORAGE FACILITY
113015	A	735002	EMERGENCY RESPONSE STORAGE FACILITY
209960	A	735004	DETECTOR DEVELOPMENT LABORATORY
217512	A	735006	STORAGE BUILDING
113016	A	735007	METEOROLOGICAL SCIENCES LAB
113030	A	735011	RADIOLOGICAL & ENVIRONMENTAL SUP FAC
113031	A	735013	ETD EQUIPMENT STORAGE
113051	A	735017	ENVIRONMENTAL STAGING BUILDING
203062	A	735019	RAP VAN PARKING PAD
209076	A	735020	MODULAR SECURITY FACILITY
209868	A	738000	ACID & SOLVENT STORAGE SHED
208840	A	740007	RESTROOM TRAILER
209964	A	746000	MAINTENANCE STORAGE SHED
217832	A	746001	STORAGE SHED, 773-A COURTYARD B
113034	A	748000	STORAGE FACILITY
209965	A	748001	SPRINKLER ALARM VALVE HOUSE- STORAGE FAC
217559	A	748002	STORAGE SHED
113036	A	749000	MAINTENANCE BUILDING
217555	A	749001	WASTE OIL STORAGE SHELTER
113038	A	752025	STORAGE FACILITY
210711	A	752101	POWER TRANSFORMER FOR 735-20A
218902	A	754004	DIESEL GENERATOR FOR 773-A COMPUTER SHED

136129	A	754010	DIESEL GENERATOR
113041	A	773000	MAIN TECHNICAL LABORATORY
113042	A	773002	CYLINDER STORAGE SHED
209967	A	773004	SPRINKLER ALARM VALVE HOUSE, MACHINE SHOP
209968	A	773005	SPRINKLER ALARM VALVE HOUSE, CAVE SECT
209973	A	773006	SPRINKLER ALARM VALVE HOUSE-IPDL
209974	A	773008	SPRINKLER ALARM VAL HOUSE CYLI STOR SHED
112981	A	773041	ADMINISTRATION BUILDING
112983	A	773042	ADMINISTRATION BUILDING
112984	A	773043	ENGINEERING & PLANNING BUILDING
209975	A	773045	CHEMICAL DRUM STORAGE AREA
134345	A	773050	PSP POWER SUPPLY BUILDING
112985	A	773051	ADMINISTRATION BUILDING
112793	A	773053	MODULAR OFFICE TRAILER
112794	A	773054	MODULAR OFFICE TRAILER
217560	A	773073	ISOKINETIC STACK SAMPLER
217561	A	773074	ISOKINETIC STACK SAMPLER
115384	A	773076	ASSEMBLY FACILITY
112975	A	774000	WASTE PROCESS AND FRACTURE TOUGHNESS FIT
209979	A	774001	MATERIAL STORAGE SHED
209980	A	774002	STORAGE SHED
209981	A	774003	STORAGE BUILDING
112862	A	775000	CENTRAL COMPRESSOR BUILDING
113099	A	775001	MAINTENANCE WORKSHOP
209982	A	775002	STORAGE BUILDING
112863	A	776001	CONTROL HOUSE
113386	A	776002	TANK BUILDING
209869	A	776003	STRAINER CHANGE HOUSE
112864	A	776004	HIGH LEVEL VENT FILTER HOUSE
203084	A	776005	TANK BUILDING VENT AREA
112865	A	776006	WASTE LOADING STATION
209870	A	776009	STORAGE BUILDING
209871	A	776010	HI LEVEL PIPE GALLERY ACCESS BUILDING
217562	A	776011	STORAGE PAD FOR LOW LEVEL WASTE TRAILER
218904	A	776012	HANDI HOUSE
218905	A	776013	HANDI HOUSE
113377	A	777000	HEALTH PROTECTION STORAGE FACILITY
209995	A	778001	STORAGE BUILDING
209024	A	778002	STORAGE BUILDING
208900	A	778003	MODULAR OFFICE TRAILER
217388	A	778005	ESCORT SHACK
113023	A	779000	MANIPULATOR REPAIR SHOP
209983	A	779003	CYLINDER STORAGE SHED
217389	A	779005	STORAGE SHED

113104	A	781000	DEVELOPMENT TEST FACILITY
217563	A	781001	MODRIIS STATION SHELTER
112978	A	786000	HEAT TRANSFER LABORATORY
136667	A	786001	HEAT TRANSFER OFFICE ANNEX
208844	A	786003	RESEARCH EQUIPMENT INSPECTION BLDG.
112800	A	786005	MODULAR OFFICE TRAILER
217564	A	786014	MATERIAL STORAGE PAD
203289	A	791000	POLLUTION CONTROL STACK, 773-A
112854	A	792000	EXHAUST FAN HOUSE
203090	A	794000	SAND FILTER AND SUPPLY TUNNEL
217565	A	794001	ISOKINETIC STACK SAMPLER
203276	A	807000	A-01 RETENTION BASIN
203275	A	807001	A-01 WETLANDS FACILITY
209996	A	807002	A-01 SAMPLE STATION BUILDING
203127	A	904000	PROCESS SEWERS
114790	B	772027	RESEARCH AND LAB MODULAR TRAILER
216785	G	614004	WIND MONITOR SUPPORT BUILDING
203010	G	614020	WIND DATA TOWER-N OF A-AREA
208388	G	614021	WIND SENSOR TOWER N NE OF D-AREA
203011	G	614022	WIND SENSOR TOWER-E-SE OF H-AREA
203309	G	614023	WIND SENSOR TOWER WEST OF F-AREA
203012	G	614024	WIND DATA TOWER-S-SE OF C-AREA
203361	G	614025	WIND DATA TOWER-E-SE OF K-AREA
203013	G	614026	WIND DATA TOWER-SE OF P-AREA
203014	G	614047	WIND DATA TOWER-E OF L-AREA
113595	G	614048	WIND DATA BUILDING-N OF A-AREA
202499	G	614049	WIND DATA BUILDING-N-NE OF D-AREA
113598	G	614050	WIND DATA BUILDING-N-NW OF H-AREA
136232	G	614051	WIND DATA BUILDING WEST OF F-AREA
113600	G	614052	WIND DATA BUILDING-S-SE OF C-AREA
134398	G	614053	WIND DATA BUILDING-E-SE OF K-AREA
113602	G	614054	WIND DATA BUILDING-SE OF P-AREA
136234	G	614055	WIND DATA BUILDING-E OF L-AREA
217390	G	623049	AMERIFLUX TOWER
203020	N	623026	SRS CENTRAL CLIMATOLOGY TOWER
115523	N	623027	SRS CENTRAL CLIMATOLOGY DATA STATION
216832	N	623028	HANDI HOUSE
115525	N	645000	GLOBAL SECURITY STORAGE
115586	N	645001	ADMINISTRATION BUILDING
115526	N	645002	GLOBAL SECURITY STORAGE
115587	N	645004	GLOBAL SECURITY STORAGE
210919	N	645006	STORAGE PAD AND CANOPY
210920	N	645007	STORAGE PAD & CANOPY
210921	N	645008	STORAGE PAD & CANOPY
210922	N	645009	STORAGE PAD & CANOPY
218722	N	645010	STORAGE PAD AND CANOPY
115435	N	714005	GEOLOGICAL CORE REPOSITORY

209570	W	999000	AIKEN COUNTY COOPERATIVE RESEARCH CAMPUS
140205	W	999001	AIKEN COUNTY TECHNOLOGY LABORATORY
203581	W	999002	HYDROGEN TECHNOLOGY RESEARCH LABORATORY
217949	W	0000004251 3 EMRL	ENERGY MATERIALS RESEARCH LABORATORY
218272	W	0000242997 - ITER	ITER

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J, ATTACHMENT J-11**

#### **GOVERNMENT FURNISHED SERVICES AND INFORMATION (GFS/I)**

- The government will provide security services consisting of uniformed protective force personnel, Security Police Officers, SRNL's portion of the Perimeter Protection Department Central Alarm Station Specialist, Operations Security Specialist, Lieutenants, Captains and Major assigned to support physical security requirements for SRNL. These services include: access control; intrusion detection and assessment capability in security areas; operating the physical security system; and providing the initial response forces for operational and security emergencies in accordance with approved Site Security Plans and the policies and procedures of the site security provider.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**ATTACHMENT J-12**

**COMMUNITY COMMITMENT PLAN**

## **Battelle Savannah River Alliance, LLC Community Commitment Plan**

In response to Clause H.50, DOE-H-2045 Contractor Community Commitment, Battelle Savannah River Alliance, LLC (BSRA) proposes the following Community Commitment Plan (CCP) for the counties and local municipalities surrounding the Savannah River National Laboratory (SRNL).

BSRA believes strongly in contributing to the communities in which we serve. Battelle, Longenecker & Associates (L&A), TechSource, Inc. (TechSource), and the five university partners are all deeply committed to public service. Battelle has a strong history of engagement and philanthropy in the communities in which its employees live and work. Further, BSRA is aware of the educational and economic challenges facing many of the communities surrounding the SRNL. The five university partners—Clemson University (Clemson), Georgia Institute of Technology (Georgia Tech), South Carolina State University (SCSU), University of Georgia (UGA), and University of South Carolina (UofSC)—bring regional knowledge, experience, and educational prowess to help interpret and address local and regional challenges.

While the existing management contractor for the consolidated Savannah River Site has shown a commitment to the community, the future independent administration of the SRNL will allow BSRA to greatly increase the Laboratory's focus on community activities that directly align with its mission. We anticipate that the passion of the management team, university partners, and the SRNL employees will have a noticeable positive impact on the community.

BSRA is committed to partnering with the community, the Office of Environmental Management (EM), the Office of Science (SC), and the National Nuclear Security Administration (NNSA) across the spectrum of issues to enhance the region. The BSRA CCP focuses primarily on the following areas of engagement with the community: regional educational outreach programs; economic opportunity; and philanthropy, sponsorships, and employee engagement. BSRA will evaluate and assess the CCP at least annually to ensure that our partner investments have the highest impact possible for the counties and local municipalities in the two-state region surrounding the Laboratory.

BSRA will commit an annual investment of \$250,000 from earned fee (i.e., on a fiscal year [FY] basis and prorated for the first year of the operating contract) for contributions to advancing science, technology, engineering and math (STEM) education and economic opportunity, supporting charitable organizations, and enabling SRNL staff participation in community service initiatives. These BSRA investments will be coordinated with Department of Energy (DOE)-funded activities in similar topical areas. The goal will be to use BSRA resources in a way that is complementary with federal investments.

To further demonstrate BSRA's commitment to the community, the SRNL Director's Office will provide oversight and management of this CCP. Our proposed Deputy Laboratory Director, Operations, Ms. Sharon Marra, will be directly responsible for managing execution of this plan. She will report on program progress semi-annually and adjust the CCP on an annual basis to reflect the needs of the community, with input from the DOE. To help ensure the effectiveness of this plan, metrics will be used to track the year-over-year performance of key indicators.

## Regional Educational Outreach Programs

Education is a foundational component of the BSRA CCP. We believe the best use of our educational engagement will take five forms: Rural STEM Collaborative for Educators, STEM Ambassadors, STEMx<sup>TM</sup>, Educational Program for Veterans, and STEM Scholarships and Mentoring for students of the region. Special attention will be given to educational outreach efforts that reach underserved communities.

The educational investments described below are designed to be complementary and directly supportive of the workforce development initiative described in BSRA's Vision for the Laboratory (as described in Volume II of this proposal). That initiative seeks to recruit and prepare the wide spectrum of talent needed to fulfill the Laboratory's mission and is tied to the expertise of Clemson, Georgia Tech, SCSU, UGA, and UofSC. Our educational investments will serve, in many cases, as feeder programs into that comprehensive workforce development initiative.

Rural STEM Collaborative for Educators: BSRA will develop a Rural STEM Collaborative as a year-long cohort of educators from across the five-county region. The goal is to ensure all students have access to high-quality STEM learning opportunities by exposing them to 21<sup>st</sup> century skills and local STEM career pathways. The program will be designed to deepen knowledge in STEM educational issues and exercise educator voices to bring positive change within the community. The collaborative also identifies assets within the community that can support high-quality STEM and work-based learning while expanding educators' spheres of influence within their respective schools, districts, and region. The collaborative provides professional development for educators that will build confidence and a foundation for implementing effective STEM teaching strategies.

The Rural STEM Collaborative program is designed to mirror the engineering design process. Participants will begin with a kick-off event that is designed to build a sense of community across the state, deliver targeted professional learning concepts, and collaborate on solutions around the three areas of focus for cohort members' STEM initiatives. Cohort members will submit a proposed solution to an identified STEM gap that is tailored to their rural community and receive feedback from program leads on their STEM project plan. Cohort members will implement their STEM project plan within their school or community, with technical assistance from program leads, making adjustments as needed. To build influential leadership skills, cohort members will develop an initiative showcase presentation for their region to identify what went well, what changes could be made, and how students reacted to the experience. Finally, cohort members will tour STEM schools and local STEM industries within their region to expand their professional network and access to resources.

The SRNL program will begin in FY2021 with at least 25 participants. By the end of FY2025, it is anticipated that more than 50 educators will be participating in the program. Progress of the program will be evaluated by an independent third party. A similar program implemented by Battelle at the Oak Ridge National Laboratory (ORNL) was evaluated by the University of Memphis' Center for Research in Educational Policy. Community members, family members, and students who engaged in STEM initiatives designed by participating teachers will be asked to complete an anonymous, online survey to provide feedback about their experience with the collaborative program. This feedback will be used to improve the program and to align it with the needs of the community.

STEM Ambassadors: The STEM Ambassadors program is an outreach program that will equip SRNL staff with communication tools and resources that empower them to share the science of the Laboratory with students and the broader community. Utilizing hands-on, interactive, table-top displays, scientists will be trained to communicate the work of SRNL in a way that students and community partners can understand and embrace. BSRA will collaborate with the Citizens for Nuclear Technology Awareness (CNTA) to introduce educational materials that describe the value of nuclear technology as it relates to health, economy, environment, and national security. Student exposure to scientists and the everyday efforts they lead at the Laboratory will reshape what students know about STEM careers. There will be an 8-hour training session to become a STEM Ambassador.

As an example of Battelle's leadership in STEM education, the Pacific Northwest National Laboratory (PNNL) developed the STEM Ambassadors program in FY2018, with 30 STEM Ambassadors in the inaugural effort. Participation in the program tripled by the end of FY2019 due to interest from colleagues across the PNNL. Interest from other Directorates at the Laboratory enabled the program to expand to researchers, technicians, skilled trades, and safety and operations staff. STEM Ambassadors represent the range of STEM career pathways available at national laboratories and are trained to share their passion for science in ways that resonate with different audiences—providing a connection between what students are learning in the classroom with a real-life example of application.

There are currently 107 STEM Ambassadors across seven PNNL Directorates, and every campus of the Laboratory is represented. There are 48 complete displays, with more than 20 displays in development, showcasing research from 15 divisions across the Laboratory.

PNNL has been very purposeful in recruiting STEM Ambassadors with diverse ethnicities, genders, and cultural backgrounds to resonate with a broader community. Ambassador demographics are currently 53% women and 30% persons of color. STEM Ambassadors represent the range of STEM career pathways available at national laboratories and are trained to share their passion for science in ways that resonate with different audiences while providing a connection between what students are learning in the classroom with a real-life example of application.

At SRNL, the STEM Ambassadors program will provide a better understanding of how the Laboratory's work benefits society and integrates SRNL as a trusted and valued part of the community. STEM Ambassadors will be able to volunteer at outreach events in the communities near the Laboratory, enabling some of the work to be demystified and to become a stronger partner in the community. The goal of this SRNL program is to begin with at least 20 STEM Ambassadors in FY2021 and to grow the ranks to more than 50 STEM Ambassadors by the end of FY2025.

STEMx: BSRA will leverage the existing STEMx network, which was developed and is managed by Battelle. STEMx is a multi-state network that provides an accessible platform to share, analyze, and disseminate quality STEM education strategies that transform education, expand the number of STEM teachers, increase student achievement in STEM, and grow tomorrow's innovators. STEMx is already active in the region surrounding SRNL and has a longstanding partnership with Clemson through the South Carolina Coalition for Math and Science and actively supports the coalition's efforts to expand STEM opportunities South Carolina. As the proposed Rural STEM Collaborative and STEM Ambassadors programs are

established, STEMx will incorporate the counties and local municipalities in the two-state region surrounding SRNL into its programming with the coalition. As the region's STEM expertise is expanded, it will be included formally in the coalition's efforts to advance statewide collective impact, providing opportunities for the region's educators to learn and share innovative STEM practices with other educators across the states.

Educational Program for Veterans: The transition from active service to civilian life is a significant challenge for many veterans. BSRA will help with this transition by providing educational and internship opportunities for veterans. A priority will be to help veterans who have held national security posts to enter the workforce at SRNL. Collaboration and coordination with the existing veterans programs at BSRA's five university partners will be a contributing element.

STEM Scholarships and Mentoring: BSRA fully appreciates the financial hardship and barriers posed by the increasing cost of post-secondary education. As part of our community commitment, L&A will establish a *STEM Scholarship Program* for students in the two-state area. The focus of the scholarships will be to aid in the education expenses for first-generation college students at both community college and four-year university levels. Financial assistance will be directly coupled to a mentorship program in which an SRNL staff member will be paired with each scholarship recipient. We strongly feel that by having an engaged scientific or engineering mentor, student outcomes will be greatly enhanced.

## Economic Opportunity

The community surrounding SRNL remains keenly focused on supporting economic opportunities in the local economy. While jobs at SRNL are highly desirable, and the Laboratory will continue to invest in workforce training related to opportunities at SRNL, BSRA recognizes that investments and technical assistance to facilitate economic opportunities within and beyond the Laboratory is important to building and sustaining a vibrant local economy.

Regional Development Coordination: The South Carolina Research Authority (SCRA) is a state-chartered, public, nonprofit organization whose mission is to fuel South Carolina's innovation economy. SCRA's "SC Launch" program supports early-stage, technology-based companies through mentoring, grants, and investments, and is one of the best programs of its kind in the country. Since the inception of SC Launch in 2006, SCRA and its investment affiliate, SC Launch, Inc. have funded over \$56M in grants and investments. This has led to follow-on funding from venture capitalists, angel investors, etc. totaling over \$1.1B.

SCRA will work with SRNL management to design a program that will provide ongoing training and support to SRNL staff to identify and develop technologies that can serve as the foundation of startup companies. SCRA will provide comprehensive and ongoing support to these startup companies, including the potential to provide both grant and investment funding. Through SC Launch and its other programs (i.e., SC Academic Innovations, SC Facilities, and SC Ventures), SCRA will identify technologies and capabilities within the state's academic, entrepreneurial, and industrial communities that are complementary to SRNL technologies and which will increase the competitiveness and sustainability of the startup companies. SCRA will facilitate these relationships, including the funding of pilot projects.

Community Cyber Training: The economic future of the region surrounding SRNL will be greatly enhanced with greater access to broad-band connectivity. Educational, healthcare, and telework opportunities rely on access to e-connectivity. BSRA will serve as a catalyst for cybersecurity training and education to individuals, businesses, and city/county government officials that is designed to strengthen and harden community response to cyber threats, thus helping to protect against the devastating economic effects of cyberattacks. This program will build on UGA's CyberArch program. This impactful program provides technical assistance and security audits for local governments and regional commissions and offers training that helps chief information officers and other government employees proactively address vulnerabilities that put at risk their sensitive data and infrastructure.

## **Philanthropy, Sponsorships, and Employee Engagement**

SRNL employees have a long history of giving and volunteering in the community. BSRA believes strongly in engaging with the communities in which we live and serve; therefore, we will continue to emphasize and support this tradition at SRNL.

Employee Giving Campaign: BSRA proposes to organize and encourage employee giving to qualified charities in the service area of South Carolina and Georgia that address educational, social, and behavioral needs of the community. This organizational approach has been used at other Battelle-managed national laboratories, and it helps to encourage employee giving in a coordinated manner thereby increasing the magnitude and impact of each employee's gift. The following charities enjoy the support of SRNL employees:

- United Way
- Golden Harvest Food Bank
- Habitat for Humanity
- Children's Place
- Child Advocacy Center
- Heart Walk (American Heart Association)
- Toys for Tots.

Sponsorships: BSRA will allocate funds to "sponsorships" of local, nonprofit events such as clothing drives, school backpack campaigns, chamber breakfasts, YMCA events, Big Brothers/Sisters, etc. The central theme for these sponsorships will be to support the educational and economic challenges facing many of the communities surrounding SRNL. Attention will be given to outreach efforts that reach underserved communities.

Team SRNL: SRNL employees have a long history of supporting community activities. They serve on community boards, support charities with their time and money, and champion many community causes. *Team SRNL* will be formed and branded to help SRNL support these efforts. This "team" concept has been successfully implemented at other Battelle-managed national laboratories, including PNNL and ORNL. At PNNL, employees have volunteered over 500,000 hours since the program began in 1999.

The *Team SRNL* volunteer program will provide a way for SRNL staff to join together in giving time to vital community programs. Projects range from building homes for Habitat for Humanity and supplying Coats for Kids to leading local robotics and math clubs, which

instill a passion for science in local students. The STEM Ambassadors program will be one of the most visible *Team SRNL* programs.

In addition, self-organized groups of employees will receive support and promotion from BSRA under the *Team SRNL* concept. By providing a supportive environment for staff-initiated philanthropic activities, participation will increase, and the image and standing of SRNL in the community will be enhanced.

Finally, the experience, talent, and passion of the BSRA leadership team will be used to help further local community causes and efforts. For example, SRNL executives will serve of the boards of the following community organizations:

- SCRA
- Columbia County Chamber of Commerce
- Aiken Chamber of Commerce
- CNTA
- Savannah River Site Heritage Museum & Foundation
- Aiken County Habitat for Humanity
- UofSC Aiken Engineering Advisory Board.

## **PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J, ATTACHMENT J-13**

#### **CONTRACT TRANSITION DELIVERABLES**

The following list of Contract Transition Deliverables summarizes the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), along with the date/timeframe the Contractor is required to submit during the transition period and the type of action DOE will perform. The DOE review period for deliverables shall be 30 calendar days unless otherwise specified in the deliverables or other agreement. Any omissions from this listing does not affect the Contractor's obligation to submit required deliverables pursuant to the Contract.

The DOE actions are defined as:

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

<b>Deliverable Number</b>	<b>Deliverable</b>	<b>Driver Requirement</b>	<b>Deliverable Due</b>	<b>DOE Action</b>	<b>Notes</b>
T-1	Billing Procedures	H.35(c)	Finalized during post-award conference	Approve	
T-2	Workforce Transition and Employee Hiring Preferences Implementation Reports	H.39(a)(5)(A)	Weekly during the 120 day Contract Transition Period or less as determined by the CO	Information	
T-3	Blue-Sheeting Strategy	H.35(a)(7)	Within 10 days of the Notice to Proceed	Approve	
T-4	Draft Workforce Transition Agreements	H.39(a)(1)(A) H.39(a)(1)(C)	Within 10 days after the Notice to Proceed	Review	

T-5	Draft Workforce Transition Communication Plan	H.39(a)(1)(B)	Within 10 days after Notice to Proceed	Review	
T-6	Incumbent Employee Information Process	H.39(a)(1)(D)	Within 10 days after Notice to Proceed	Review	
T-7	Draft Benefits Transition Plan: Transition Agreements	H.39(b)(1)(A)	Within 10 days after Notice to Proceed	Review	
T-8	Draft Benefits Transition Plan: List of Information and documents	H.39(b)(1)(A)(ii)	Within 10 days after Notice to Proceed	Review	
T-9	Draft Workforce Transition Plan	H.39(a)(2)(A)	Within 15 days after Notice to Proceed	Review	
T-10	Final Workforce Transition Communication Plan	H.39(a)(2)(B)	Within 15 days after Notice to Proceed	Review	
T-11	Draft Benefits Transition Plan: List of Information and documents	H.39(b)(1)(B)	Within 15 days after Notice to Proceed	Review	
T-12	Organizational Conflict of Interest Management Plan	H.48	Within 15 calendar days of the initiation of the transition period	Approve	
T-13	Allowable Salary for Key Personnel	H.20(b)	Within 20 days after the start of the transition period	Review	
T-14	Final Workforce Transition Plan	H.39(a)(3)	Within 30 days after Notice to Proceed	Approve	
T-15	Quality Assurance Program	10 CFR 830 DOE O 414.1	Within 30 days after the start of the transition period	Approve	
T-16	Draft Benefits Transition Plan: New benefit plans	H.39(b)(1)(E)(ii)	Within 45 days after Notice to Proceed: submit new plans and Summary Plan Descriptions	Review	
T-17	Draft Benefits Transition Plan: Transition Agreements	H.39(b)(1)(E)(iii)	Within 45 days after Notice to Proceed	Review	

T-18	Final Workforce Transition Agreements	H.39(a)(4)	Within 60 days after Notice to Proceed	Approve	
T-19	Final Benefits Transition Plan: New benefit plans	H.39(b)(1)(F)	No later than 60 days of the Notice to Proceed and prior to adopting documents	Approve	
T-20	Contractor Property Management System	H.61(b)	No later than 60 days after Notice to Proceed	Approve	
T-21	Contractor's Resources	H.35(a)(8) and H.78	Within 60 days after the start of the transition period	Approve	
T-22	Integrated Safety Management System	C.2.6	At least 45 days prior to the end of contract transition	Approve	
T-23	Integrated Safeguards and Security Management Plan	C.2.6	At least 45 days prior to the end of contract transition	Approve	
T-24	Maintenance Management Program for DOE Nuclear Facilities (DOE Order 433.1B)	C.3.1.5(e)	At least 45 days prior to the end of contract transition	Approve	
T-25	Contractor Assurance System	H.3(a)	At least 45 days prior to the end of contract transition	Approve	
T-26	Contractor Employee Compensation Plan	H.19(a)	At least 45 days prior to the end of contract transition	Approve	
T-27	Total Compensation System	H.19(b)	At least 45 days prior to the end of contract transition	Approve	
T-28	P.L. 85-804 Indemnification	H.35(e)	At least 45 days prior to the end of contract transition	Approve	If the awardee determines it's required
T-29	Worker Safety and Health Program	H.53(a)	At least 45 days prior to the end of contract transition	Approve	
T-30	Insurance Programs including Workers' Compensation	H.24(a) H.60.4(b)	At least 45 days prior to the end of contract transition	Approve	

T-31	Agreements for Commercializing Technology	H.74.12	At least 45 days prior to the end of contract transition	Review	
T-32	Radiation Protection Program	10 CFR 835	At least 45 days prior to the end of contract transition	Approve	
T-33	Criticality Safety Program	DOE O 420.1	At least 45 days prior to the end of contract transition	Approve	
T-34	Safeguards and Security Functional Service Agreement (FSA)	C.2.6.3	Prior to the end of contract transition	Review	FSA with SRS M&O contractor
T-35	Emergency Management Functional Service Agreement	C.3.1.5(c)	Prior to the end of contract transition	Review	FSA with SRS M&O contractor
T-36	Cyber Security Functional Service Agreement	C.3.1.5(d)	Prior to the end of contract transition	Review	FSA with SRS M&O contractor
T-37	Sustainability Plan	C.3.1.5(f)	Prior to the end of contract transition	Review	
T-38	Human Resources Management System	C.3.1.5(h)(1)	Prior to the end of contract transition	Information	
T-39	Financial Management System	C.3.1.5(h)(2)	Prior to the end of contract transition	Information	
T-40	Purchasing Management System	C.3.1.5(h)(3)	Prior to the end of contract transition	Information	
T-41	Legal Services	C.3.1.5(i)	Prior to the end of contract transition	Information	
T-42	Information Resources Management	C.3.1.5(j)	Prior to the end of contract transition	Information	
T-43	Self-Assessment Program	C.3.1.5(k)	Prior to the end of contract transition	Information	
T-44	Safety Culture Program	C.3.1.5(l)	Prior to the end of contract transition	Information	
T-45	Interface Management Agreements	C.3.4 H.77 J-7	Prior to the end of contract transition	Review	

T-46	Directives/Laws/ Regulations Compliance Process	H.15	Prior to the end of contract transition	Review	
T-47	Workplace Substance Abuse Program	H.25(a)	Prior to the end of contract transition	Information	
T-48	Final Workforce Plan	H.35(a)(6)(B)	At the end of the transition period	Approve	
T-49	Final Contractor Employee Total Compensation Plan	H.35(a)(6)(E)	At the end of the transition period	Approve	
T-50	Final Benefits Transition Plan: Transition Agreements	H.39(b)(1)(G)	No later than the end of the transition period	Review	

## PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### SECTION J, ATTACHMENT J-14

#### CONTRACTOR'S RESOURCES

*Solicitation Note: The completed Contractor's Resources will be incorporated into the Contract as this Attachment J-14 post-award. See Section H clauses entitled "DOE-H-7035 Activities During Contract Transition" and "Contractor Resources, Commitments and Agreements".*

#### Contractor Resources, Commitments and Agreements

In accordance with Battelle Savannah River Alliance, LLC's (BSRA) long-range vision to expand Savannah River National Laboratory (SRNL) as a preeminent multi-program FFRDC, BSRA partners are committed to providing resources, expertise, and assistance to deliver on BSRA's vision for SRNL and develop a pipeline of talent for the future. Members of the BSRA contractor teaming arrangement are committed to partnering with DOE and will invest resources to elevate the scientific stature of SRNL, bring a culture of safety and operational excellence to SRNL, and establish it as one of DOE's premier national laboratories.

#### BSRA Contractor Resource Commitments

BSRA is a nonprofit, public service-focused organization wholly owned and operated by Battelle Memorial Institute. The public service mission of the Laboratory matches Battelle's mission to translate scientific discovery and technology advances into societal benefit. Additionally, Battelle has teamed with strategic university partners that share Battelle's vision to help the Laboratory achieve unprecedented scientific excellence and capability. The specific Contractor commitments are as follows:

##### 1. BATTLE MEMORIAL INSTITUTE

- a. Battelle's commitment of resources to DOE and SRNL is a \$6.125M investment over the five-year base period of the contract.
- b. This commitment of Battelle resources is focused primarily on enabling BSRA's proposed vision for SRNL through leadership development, operational improvement, establishment of a healthy safety and operations culture, and workforce development. Battelle's commitment includes the following:
  - i. Investment through BSRA in the recruitment, hiring, and retention of key members of the Laboratory leadership team
  - ii. Access to ongoing and regular reachback to Battelle corporate staff and capabilities through BSRA's governance and contractor assurance processes
  - iii. Access to Battelle-managed and coordinated resources that involve collaboration among the DOE national laboratories managed by Battelle (BNL, INL, NREL, LANL, ORNL, and PNNL). Specifically, this access will enable SRNL to participate in the following:
    1. National laboratory leadership succession planning
    2. Battelle Communities of Practice (CoPs) that are aligned around major operational functions of a laboratory

3. Leadership development programs a. Lab Ops Supervisor Academy (first-line supervisors)
  - b. Lab Ops Leadership Academy (high potential mid-level managers)
  - c. Business Leadership Program (high potential junior business managers)
4. Continuous Commissioning Review (managed by Battelle's Facility & Operations CoP)
  - iv. Integration of SRNL into Battelle's National Lab strategic planning approach to enhance SRNL's Annual Lab Plan (or equivalent) and a Laboratory Agenda
  - v. Contribution to BSRA's proposed Workforce Development Initiatives and Community Commitment Plan with access to Battelle's science, technology, engineering, and math (STEM) initiatives such as:
    1. STEMx: a Battelle-managed national network that provides STEM educators with access to proven STEM education strategies
    2. Rural STEM Collaborative for Educators: development of a STEM collaborative focused on a cohort of rural educators in the local region
    3. STEM Ambassadors: an outreach program that will equip SRNL staff with communication tools and resources to share the science of SRNL with the broader community

## **2. GEORGIA INSTITUTE OF TECHNOLOGY**

- a. Georgia Institute of Technology's (Georgia Tech) commitment to DOE is \$5M over the five-year base period of the contract.
- b. Georgia Tech will support new and existing faculty efforts and lines across the College of Engineering, Sciences, Computing, and the Ivan Allen College of Liberal Arts. Each of these identified resources will devote a portion of their academic year time and startup support to the SRNL mission including joint SRNL appointments.
- c. Georgia Tech will supply SRNL additional support by providing graduate and research assistants, continuing education, and veteran and minority outreach.
- d. Georgia Tech will identify opportunities of engagement with both large and small industry partners through its Manufacturing Extension Partnership (MEP) programs, while making facilities such as the 20,000 sq. ft. Advanced Manufacturing Pilot Facility and the Micro-Grid available for collaboration with BSRA and SRNL researchers.

## **3. UNIVERSITY OF GEORGIA**

- a. The University of Georgia's (UGA) commitment is an investment of \$3.18M over the five-year base period of the contract.
- b. UGA's investment is aimed at funding 12 new tenure-track faculty lines that are aligned with key fundamental science and engineering capabilities at SRNL to include environmental and data science, modeling and simulation, cybersecurity and cyberphysical systems, and advanced materials and manufacturing. These faculty will commit 20% of their academic year time and startup support to joint SRNL appointments.

c. UGA's investment also includes support for SRNL Ph.D. Fellows, graduate, and undergraduate research assistants, as well as SRNL staff continuing education support and SRNL K-12 outreach programming.

#### 4. STATE OF SOUTH CAROLINA

a. The State of South Carolina intends to make a substantial investment to support DOE and SRNL. This investment is subject to the State's annual appropriations process.

The state's investment will be in direct support of SRNL through Clemson University, South Carolina State University, and the University of South Carolina as well as a possible infrastructure investment colocated with SRNL to support workforce development. This investment will focus on the expansion of workforce development programs, joint appointments for research, university laboratory upgrades, student scholarships, and improved cyber security with high speed data links to SRNL.

#### Contractor Resource Commitment Evaluation and Review

On an annual basis, BSRA shall provide a report that summarizes the progress and engagement of Battelle and BSRA partners on the commitments in this plan. As many of these commitments regard human capital, it is anticipated that each year will have some fluctuations in the demand and need for provided services. These benchmarks include the following:

- 1) An estimated value of all contractor commitments provided by BSRA and partners.
- 2) A summary of university resources expended in conjunction with SRNL-related research and programs.
- 3) A summary of the five-year progress of contractor commitments.
- 4) A report of additional commitments BSRA was able to obtain for the Laboratory that are not included in this list.