

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 539
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2. CONTRACT (Proc. Inst. Ident.) NO. 89303321DEM000059/BZ1612282400I	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY CODE 893033 EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	6. ADMINISTERED BY (If other than Item 5) CODE 00901 Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802 SCD-C
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) See Schedule	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN N ITEM

11. SHIP TO/MARK FOR CODE 03001 EMCBC US Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	12. PAYMENT WILL BE MADE BY CODE
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13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$50,000,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print) Christopher P. Leichtweis	19C. DATE SIGNED 04/01/2021	20A. NAME OF CONTRACTING OFFICER Carin P. Boyd	20C. DATE SIGNED 04/01/2021
19B. NAME OF CONTRACTOR See Schedule Christopher P. Leichtweis BY Leichtweis (Signature of person authorized to sign)	Digitally signed by Christopher P. Leichtweis Date: 2021.04.01 12:54:46 -04'00'	20B. UNITED STATES OF AMERICA BY Carin P. Boyd (Signature of the Contracting Officer)	Digitally signed by Carin P. Boyd Date: 2021 04 01 15:28:23 -04'00'

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BE NG CONTINUED
89303321DEM000059/BZ1612282400I

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NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	DUNS Number: 965491041 Small Business Administration 965491041 NORTH WIND CONSTRUCTION SERVICES, LLC Attn: BRENT BROOKS 1425 Higham St IDAHO FALLS ID 834021513 4804661182 Delivery: 1 Days After Award Base IDIQ AMC Facility CLIN Obligated Amount: \$0.00				50,000,000.00

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government or UofSC-Aiken) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Scope of Work (SOW) under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Contract clause Section H, Task Ordering Procedure.

B.2 Type of Contract

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Cost Reimbursement (CR) and/or Firm-Fixed-Price (FFP) Task Orders will be issued.

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

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
00001	AMC Facility Design/Construction	\$50,000,000.00	3 years 9 months from the effective date of the contract.

Table B-2 AMC Facility Design/Construction Task Order CLIN Structure

CLIN No.	SUBCLIN No.	SOW Reference	Statement of Work Description	Price
0001		C.3.1	Project Management (CLIN 0001)	
CLIN 0001				
0002		C.3.2	Design Phase (CLIN 0002)	
0002	0002A	C.3.2.1	Preliminary Design (Task 1)	
0002	0002B	C.3.2.2	Final Design (Task 2)	
CLIN 0002				
0003		C.3.3	Build Phase Mobilization and Demobilization (CLIN 0003)	
0003	0003A	C.3.3.1	Substructure Construction (Foundations – Task 3)	
0003	0003B	C.3.3.2	Building/Facilities Shell (Superstructure/Exterior Enclosure/Roofing – Task 3)	

CLIN No.	SUBCLIN No.	SOW Reference	Statement of Work Description	Price
0003	0003C	C.3.3.3	Building/Facilities Interior (interior Construction/Stairs/Elevators (personnel, and cargo/interior finishes – Task 3)	
0003	0003D	C.3.3.4	Building/Facilities Services (Plumbing/HVAC/Fire Protection/Electrical/Communications (Wireless, and non-Wireless, Lighting Systems – Task 3)	
0003	0003E	C.3.3.5	AMC Facility Site Preparation (Site Improvements/Site Mechanical Utilities/Site Electrical Utilities/Site Communication Utilities/Site Parking/Landscaping and other Site Construction improvements – Task 3)	
CLIN 0003				
0004		C.4.1	AMC Equipment and Furnishings (CLIN 0004)	
0004	0004A	C.4.1.1	Installation of Laboratory Equipment (process equipment, lab engineered equipment – Task 3)	
0004	0004B	C.4.1.2	Installation of Government Furnished Equipment (Task 3)	
0004	0004C	C.4.1.3	Installation of UofSC-Aiken Furnished Equipment (if applicable – Task 3)	
CLIN 0004				
0005		C.5.1	AMC Facility Commissioning (CLIN 0005)	
			Deliverables and supporting Document Compliance and Acceptance for (Task 4): <ul style="list-style-type: none"> • Owner's Project Requirements • Basis of Design • Commissioning Plan • Pre-functional Checks of Facility Systems • Functional Tests • Systems Manual • Training Documents • Final Commissioning Report 	
0005	0005A	C.5.1.1		
CLIN 0005				
Total Project Price				

Each Task Order will include a price based on the Contractor's price proposal for the Task Order (see Section H, "Task Ordering Procedure"), negotiations, and agreement on price; and the requisite clauses depending on the Task Order type (including but not limited to the following clauses (a) through (d). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

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

Total Estimated Cost: [To Be Determined on a Task Order basis]

Fixed Fee: [To Be Determined on a Task Order basis]

(2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

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

(3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].

(b) DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014) (Revised)

(1) This is a firm-fixed-price Task Order. The Contractor shall provide the following [insert "supplies" or "services", as applicable] at the following firm-fixed unit prices:

[Insert Listing of Firm-Fixed-Price for the supplies or services]

(2) Payments of the Task Order's firm-fixed-price will be made in accordance with Section I clause 52.232-5, *Payments Under Fixed-Price Construction Contracts*.

(c) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

(1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, Incentive Fee, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

Target Cost: [To Be Determined on a Task Order basis]

Target Fee: [To Be Determined on a Task Order basis]

Maximum Fee: 15%

Minimum Fee: 0%

As specified at Section I clause FAR 52.216-10, Incentive Fee, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by **thirty (30) cents** for every dollar the total allowable cost is less than the target cost or decreased by **thirty (30) cents** for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than **fifteen (15) percent** or less than **zero percent** of the target cost.

(2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Task Order Contract Line Items:

[insert, if any, line item nos. and associated amounts for cost, fee, and fee increase/decrease ratio]

(3) Payment of fee shall be made in accordance with the clause 52.216-10, Incentive Fee and the clause in the Task Order entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(d) DOE-B-2004 Cost Task Order - No Fee: Total Estimated Cost (Oct 2014) (Revised)

(1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, Cost Contract-No Fee, the total estimated cost for this Task Order is:

Total Estimated Cost: [TBD]

(2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order Contract Line Items, is as follows:

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

B.3 Contract Minimum and Maximum Value of Services

(a) The guaranteed minimum value of task orders to be issued is **[\$10,000.00]**.

(b) The maximum value of task orders to be issued is **[\$50,000,000.00]**.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR Task Orders only)

(a) Pursuant to the Clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

[To Be Determined on a Task Order basis.]

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

- (a) Task Order fee/profit ceilings will adhere to the following criteria.
 - (1) *CPIF Task Orders*. The maximum fee amount shall not exceed 15 percent of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 10% of the target cost] percent of the target cost.
 - (2) *CPFF Task Orders*. The fixed fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 5% of the estimated cost] percent of the estimated cost.
 - (3) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
 - (4) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is [Offeror Fill-In] percent.
- (b) The fee (target or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.
- (c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

B.6 Funding Profile

The planned funding profile per the Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

Government Fiscal Year	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
\$ Amount*	\$25	\$25	N/A	N/A	N/A
*The dollar amounts are represented in (\$M). The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and/or prices to be identified in Section B of the Task Orders.					

B.7 Basis for Changes

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order SOW. The

Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this contract shall clearly identify the risk ownership for both the Government and the Contractor such that Task Order changes are minimized to the extent practicable.

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

B.8 Limitation of Government's Obligation (Applies to FFP Task Orders only)

- (a) This contract's fixed-price Task Orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or Task Order there is:
- (1) a fixed price for the action;
 - (2) a fixed amount of work that corresponds to the fixed price;
 - (3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
 - (4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
 - (5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
 - (6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN or Task Order:
- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order;
 - (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or Task Orders included in this contract:

- (i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - (ii) the specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
 - (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
 - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
 - (5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or Task Order:
- (1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
 - (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
 - (3) If the Government meets the entire Planned Funding Schedule,
 - (i) the cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed price and
 - (ii) the Contractor must provide the work the contract requires for the CLIN or Task Order.
- (d) The fixed price for each CLIN or Task Order is listed in Section B of this contract.

- (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed price of the CLIN or Task Order.
- (f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for Task Orders issued under CLIN 00001, and the work to be performed for the funds allotted.
 - (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.
 - (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - (ii) If the Contractor does not perform the contract's requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
 - (1) The Government's and the Contractor's obligations under the contract for the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN's or Task Order's being incrementally funded.
 - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or Task Order:
 - (A) it (not the Government) will be liable for those excess amounts payable

- (B) it will remain liable for its obligations under every term or condition of the contract and
 - (C) if it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.
- (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.
 - (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.
 - (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.
 - (i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
 - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or Task Order;
 - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
 - (3) if the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

- (i) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or Task Order:
 - (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or Task Order; and
 - (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.
- (j) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or Task Order, which will remain at all times the Government’s maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.
- (k) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government’s maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.
- (l) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (m)Planned Funding Schedule:
- (n) The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

CLIN = Contract Line Item Number

- (o) Actual Funding Schedule:
 The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

B.9 Execution of CLINS

DOE will issue a Notice To Proceed (NTP) for each CLIN listed in this IDIQ contract. The Contractor shall not begin any work under any CLIN that a NTP has not been issued for. A single NTP may authorize one or multiple CLINs, based upon availability of funds.

B.10 Allowability of Subcontractor Fee (Applies to CR Task Orders only)

- (a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.
- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship identified in the Contractor’s Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing commercial items as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

B.11 Provision Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)

- (a) Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.
- (b) The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract or the resulting Task Orders that provides for provisional payment of fee. If a term or condition of this Contract or the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

- (c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.
- (1) Price means cost plus any fee or profit applicable to the Task Order.
 - (2) The terms profit and fee are synonymous.
 - (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
 - (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order for earning fee.
 - (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
 - (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
 - (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
 - (8) Clause means a term or condition used in this Contract.
- (d) The Task Order's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of the Task Order provide for provisional payment of fee for certain incentives. Other terms and conditions of the Task Order provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of the Task Order that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet

before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

- (f) The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:
 - (1) The Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and
 - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.
- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.
- (i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order and the Master IDIQ Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Task Order, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at a prorated amount of up to 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

B.12 Disclosure of the Magnitude of the Advanced Manufacturing Facility.

The magnitude of this requirement is anticipated to be more than \$10,000,000.

PART I – THE SCHEDULE

SECTION C

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ACRONYMS

AMC	Advanced Manufacturing Collaborative Facility
ASER	Annual Site Environmental Report
BMP	Best Management Practices
CWA	Clean Water Act
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
CUI	Controlled Unclassified Information
CPIF	Cost-Plus-Incentive-Fee
CPAF	Cost-Plus-Award-Fee
CPFF	Cost-Plus-Fixed-Fee
CR	Cost Reimbursement
DOE	Department of Energy
DOE-SR	Department of Energy Savannah River Operations Office
EM	Environmental Management
ECP	Environmental Compliance Plan
EPCRA	Emergency Planning and Community Right-to-Know Act
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ESH&Q	Environment, Safety and Health
FFP	Firm Fixed Price
FP	Fixed Price
GHG	Greenhouse Gas
IDIQ	Indefinite Delivery, Indefinite Quantity
IPT	Integrated Project Team
IT	Information Technology
JHA	Job Hazard Analyses
KPP	Key Performance Parameters
LEED	Leadership in Energy & Environmental Design
LO/TO	Lockout/Tagout
MSL	Master Submittal Log
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NOI	Notice of Intent (NOI)
NOT	Notice of Termination
OSHA	Occupational Safety and Health Administration
PEP	Project Execution Plan
PPE	Personal Protective Equipment
POTW	Publicly Owned Treatment Works
R&D	Research and Development
RCI	Request for Clarification of Information (RCI).
SRNS	Savannah River Nuclear Solutions
SCDHEC	South Carolina Department of Health and Environmental Control
SRNL	Savannah River National Laboratory

SRS	Savannah River Site
SOW	Statement of Work
SWPPP	Storm Water Pollution Prevention Plan
TPP	Training Program Plan
UofSC-Aiken	University of South Carolina-Aiken
USGBC	U.S. Green Building Council
VTC	Video Conferencing Capability
Wi-Fi	Wireless Networking Technology

C.1 PROJECT OVERVIEW, BACKGROUND, AND GENERAL REQUIREMENTS

C.1.1 Background

The Department of Energy (DOE) has aging government furnished facilities at the Savannah River National Laboratory (SRNL) that provide limited flexibilities and efficiencies that hinder the Department's ability to successfully perform its mission. The Advanced Manufacturing Collaborative Facility (AMC) will support DOE's missions to: 1) complete the safe cleanup of radioactive and chemical waste from Cold War activities including nuclear and energy research; and, 2) comply with legally enforceable environmental regulatory requirements while driving safety improvements, operational efficiencies, and cost effectiveness in nuclear chemical manufacturing technology.

The commercial chemical and manufacturing sectors currently utilize a range of proven, advanced technologies which deliver significant improvements in cost, worker and process safety, product quality, environmental stewardship, and workforce training. Adoption and utilization of these technologies is needed by Environmental Management (EM) to better manage risk, improve program performance, increase safety posture, and reduce life cycle costs and schedule.

The AMC Facility will provide a modern, accessible Research and Development (R&D) environment that integrates and exploits the unique capabilities of national laboratories, commercial entities, and educational institutions, and is designed to promote innovative thinking and the application of creative technologies to accomplish DOE missions. Its location, on the campus of the University of South Carolina-Aiken (UofSC-Aiken) (see Section J, Attachment J-13, *Land Leasehold Interest Agreement between the Aiken County Commission for Higher Education and the United States of America Department of Energy, January 2021*), will provide an accessible and collaborative environment for research and development that cannot be achieved in the access restricted areas of the Savannah River Site.

C.1.2 Purpose and General Contract Objectives

DOE-SR intends to use an Indefinite Delivery, Indefinite Quantity (IDIQ) Contract for the design and construction of the AMC Facility from which task orders will be issued for the completion of separate and distinct scopes of work (phases). The planned phases include the Design phase and the Build phase (also referred to as the Construction phase) both of which are intended by DOE-SR to be completed using an efficient schedule and in a cost-effective manner, culminating in the completion of a long-lived modern, flexible, and energy efficient facility.

The Contractor will be required to interface with SRNL staff during the Design phase to ensure interpretation of the conceptual design and the appropriate facility attributes are incorporated in the final design (refer to Section G.1 for authorized representatives). During the execution of all phases and tasks, the Contractor shall consider creative solutions and alternatives that maximize efficiencies in space utilization, construction costs, and facility operational costs.

The primary objective is to construct a modern, flexible and energy efficient facility meeting the Leadership in Energy and Environmental Design (LEED) Gold Certification (or higher) level that provides research and manufacturing space for the design and development of chemical engineering reactions, processes, and materials; and the production of mechanical and electrical components. The facility shall also include spaces to support collaborative, administrative, and educational objectives.

The facility conceptual design includes the following critical functional spaces:

- Administration and Support
- Virtual Reality and Simulation Environments
- Computation Center
- Manufacturing Technology Environments and Stations
- Synthesis and Processing Labs
- Reaction and Electrical Engineering Areas, Scaling Test Bed Areas and Flexible High Bay
- Laboratory Support Facilities
- Training and Education Facilities
- Innovation and Incubation Areas
- Office Space

The Design phase requires the Contractor to review and evaluate the functional and operating requirements described in the SOW and the Section J, Attachment 1, *Functional & Operational Requirements and Design Guidance* for the AMC Facility. The review and evaluation must include interfacing with DOE-SR and its authorized representatives as the design and proposal development is progressing.

The Build Phase includes the mobilization of the construction work force and equipment to the site, site preparation, civil and structural erection, procurement, and installation of process and support equipment, piping, electrical, instrumentation and controls, final site work, commissioning, and demobilization. SRNL will provide technical support to DOE during the design and construction phases.

C.1.2.1 General Scope of Work

The Contractor shall integrate work with DOE-SR and its authorized representatives during the evaluation of the functional and operating requirements described in this SOW and the Section J, Attachment J-1, *Functional & Operational Requirements and Design Guidance* for the Advanced Manufacturing Collaborative (AMC) to develop the best suitable proposal or proposals for the Design and Construction of the AMC Facility.

The Contractor must recommend Key Performance Parameters (KPPs) for the design and build phases. KPPs should be derived from percentage of work completed on items listed on the approved schedule for the design and construction respective phases.

The facility is to be constructed on the campus of University of South Carolina-Aiken (UofSC Aiken), refer to subsection C.1.2.5.1 “Site”. Occupancy of the facility should take place no later than December 2023.

The vision for the facility square footage ranges between 40,000 and 60,000 square feet depending on the design approach. Design features must accommodate flexible laboratory and office space with designated public areas (i.e. classroom, offices, and conference space, etc.) that will meet advanced manufacturing research goals while providing highly flexible and reconfigurable laboratory space.

The Contractor shall construct the AMC Facility with durability and longevity in mind, built in anticipation of many years of use, using only high quality and durable materials and finishes. Accordingly, the structure, the exterior surfaces, the technical installations (i.e., wiring, HVAC, plumbing), space plan and interior furnishings shall be designed and constructed to accommodate functional flexibility and achieve longevity.

C.1.2.2 Overview of Space

The AMC Facility will consolidate aspects of SRNL research, development, engineering and testing focused on advanced manufacturing. It will combine them with forward looking digital technologies into a single location providing attractive, versatile, open, and inviting collaborative space integrated into modern laboratory facilities for teaming with industrial and academic partners practicing advanced manufacturing concepts.

The facility shall include the following critical functional spaces:

Administration and Support	Includes offices, conference rooms, restrooms, vending and break rooms, waste management facility, and printer/file/storage rooms.
Virtual Reality and Simulation Laboratories	<ul style="list-style-type: none"> • State-of-the Art Virtual Simulation Cave • Semi-Immersion Virtual Reality Stations • Individual Workstation Simulators • Large-Area Simulation and Training Space
Computational Laboratory	<ul style="list-style-type: none"> • Process Modeling and Simulation—Smart Manufacturing • Software Engineering for Process and Hardware Control • Command and Control Capabilities—on-line access and control to SRS Radiological Test-Bed Experiments
Synthesis and Processing	<ul style="list-style-type: none"> • Materials Chemistry and Processing • Gaseous Systems and Processing • Wasteform Development and Processing
Manufacturing Technology	<ul style="list-style-type: none"> • Additive Manufacturing-3D printing • Advanced Robotics and Autonomous Platforms

	<ul style="list-style-type: none"> • Advanced Joining and Inspection Technology • Micro-Fabrication Technology for PI Devices • Non-Destructive Assay and Evaluation
Reaction Engineering	<ul style="list-style-type: none"> • PI Device and System Testing and Evaluation • Pilot Scale/Prototype Chemistry/Chemical Engineering High Bay • Integrated Process Instrumentation, Sensors, and Controls • External Source Effects: Microwave, Radiofrequency, Ultrasound, and Plasmas
Support Facilities	<ul style="list-style-type: none"> • State-of-the Art Chemistry and Materials Characterization Laboratory • Chemistry Prep Laboratories
Training and Education Facilities	<ul style="list-style-type: none"> • Modern Classroom, Conference Rooms and Collaborations Spaces • Teaching/Training Laboratories • Advanced Manufacturing Operations and Maintenance Training
Innovation and Incubation Laboratory for Small Business Technology Development and Demonstration	<p>This space would be used to support DOE Office of Technology Transitions mission of moving DOE funded technologies to the commercial space and supporting those start-up companies with access to National Laboratory capabilities. This space is also available for expansion of the office and support areas.</p>
White Space (Office)	<p>This space is available for expansion of the office and support areas.</p>
White Space (Manufacturing)	<p>This space is available for expansion for the manufacturing R&D areas or for new operations</p>

C.1.2.3 Space Performance Parameters (Overview)

- Non-radiological work including technology research development, pre-pilot and scale-up
- Modern workspaces and architecture that inspires creativity and innovative solutions to national chemical manufacturing challenges that benefit government and the private sector
- Independent power structure with ability to test new inverter and transformer technologies associated with building and plant power (this could include the ability to induce resistive faults and induce harmonics on inverter-based technologies)
- Multi-story space with open, closed, and flexible laboratories, high bay area, and offices
- Meeting, amenity, and collaboration spaces
- Communication equipment, network, and data visualization capabilities

- Designed to meet Leadership in Energy and Environmental Design (LEED™) version 4 Gold (or higher) certification.

C.1.2.4 Space Programming and Requirements

Three types of general spaces are required: general purpose office space, laboratories, and support space. Each of these spaces is described in more detail below.

C.1.2.4.1 General Purpose Office Space

Space shall be provided for SRNL staff and collaborating industrial and academic partners. Space shall be provided for no fewer than 120 occupants. All offices require telephone and computer network lines. Wireless networking technology (Wi-Fi) should be utilized, where appropriate, in conjunction with physical network lines. Multiple space types are required. These spaces should include a mix of private and open offices, small meeting rooms, informal gathering space, break areas, copy/reproduction areas, and storage rooms. Small meeting rooms should accommodate phone-booth space to allow for small 1-3 party teleconferencing.

C.1.2.4.2 Laboratories

Research, development, and demonstration space shall be designed for open concept, multi-function laboratories suited to frequent physical adjustment/reconfiguration to accommodate changing investigative purposes. These labs should include storage space for cleaning supplies including chemicals, consumables, PPE, and other related items and separate dedicated storage for other related R&D work such as samples, controls, and standards.

Multiple space types are required:

Engineering Education Office and Laboratory Space – up to 2,500 sq. ft. of space for modern classrooms, conference rooms, and collaboration spaces shall be provided. These spaces will accommodate teaching/training laboratories, advanced manufacturing operations and maintenance training for the exclusive use of UofSC-Aiken and its educational mission. These spaces shall allow flexibility to accommodate informal collaborative work, meetings, and events (such as: summer student offices, study areas, poster sessions, and informal gatherings).

Wet Chemistry Laboratory Space – Testing and analysis of chemicals and materials require water, ventilation and piped utilities.

Wet laboratory space must accommodate simultaneous and separate ventilation and utility connections at individual laboratory modules to ensure both the reliability and accuracy of results as well as occupant safety throughout the space.

Dry Laboratories/High Bay/Grid Laboratories – Accommodate project-specific work patterns and scientific equipment; provide reliable working conditions in a reconfigurable environment. Engineering fabrication laboratory and electrical testing space shall be provided for specific work with dry stored materials, electronics, and/or large instruments with few piped services, and for electromechanical fabrication and development.

C.1.2.4.3 Support Space

Supporting activities across multiple space types are required:

Conference Rooms – Small conference rooms will be used to host formal small-scale meetings/workshops, outreach events, and educational programs. Rooms will be used for video teleconferencing capability (VTC) conferences, open conferences/breakout areas and for small formal conferences. Small formal conference room will be provided. The VTC conference rooms shall be designed to accommodate state-of-the-art video conferencing capabilities. Conference rooms shall support advanced audiovisual technology and be designed for easy equipment upgrades with minimal rebuilding. Several of these rooms will also serve as classrooms for both onsite and distance learning. Conference rooms shall be equipped with network access capabilities to support the maximum occupancy of the room.

Storage – Facility shall accommodate adequate storage rooms designed for supply and file storage. Administrative Support – Facility shall accommodate space to support printers, plotters, communications equipment, shipping and receiving, and break room(s) (i.e. coffee bar, etc.).

C.1.2.5 Space Program; Functional Relationships; Building Commissioning

The Functional & Operational Requirements and Design Guidance (Section J, Attachment J-1) for the AMC Facility contains detailed information on all major program spaces. Functional relationships will be further vetted through-out the conceptual design and design phases with DOE and SRNL for definition and colocation of organizations and functions, and Building Commissioning.

C.1.2.5.1 Site

To meet the key performance parameter for location, a land parcel, 4.50 acres in size, on the campus of UofSC-Aiken, has been selected as the site, see Section J, Attachment J-2 - *Plat of Ground Lease Survey for Aiken County Commission For Higher Education #2020021913, Tripp Land Surveying, Inc., 08/11/20* and Section J, Attachment J-13 *Land Leasehold Interest Agreement between the Aiken County Commission for Higher Education and the United States of America Department of Energy, January 2021* for more information.

C.1.2.5.2 Utilities

The Contractor shall ensure that the AMC Facility, when operational, will be able to utilize utilities (i.e., electric, gas, water) provided by local utility service providers. The utility supply and configuration depends on the building design and is required to meet the Section J, Attachment J-1, *Functional & Operational Requirements, and Design Guidance* for the AMC Facility. The Contractor shall be responsible to obtain the utilities, and perform the final utility tie-ins. The Contractor shall ensure all utility tie-ins necessary for full building function are in-place and operable when construction is complete and the building is being commissioned to DOE-SR (refer to Section C.5.1.1). Tie-ins for domestic water and sanitary sewer are addressed in Section C.2.4.1.2. Tie-ins for Construction phase activities are addressed in C.3.3. The AMC facility shall be designed and built with backup power capability to enable the facility to continue its functions during the loss of normal electrical power. Preference shall be given to non-petroleum-based emergency generators, some equipment will require uninterruptable power supply coverage to prevent loss during generator startup.

C.1.2.5.3 Information Technology (IT) and Communication Systems

The AMC Facility shall be constructed to support connections into the SRNL unclassified data, telephone, and the security systems located at SRS. It shall also have the capability to support a minimum of 100G Network backbone.

Cable runs to support network and telecommunications infrastructure should be implemented in a manner to provide for necessary maintenance, upgrades, or replacements. Each room type (office, conference, collaboration, and classrooms) should have IT and communications capabilities comparable to the occupancy limits of the room; i.e., a conference room capable of hosting 20 personnel should be able to support 20 user connections. The support can be provided by wired or wireless means. Refer to Section J, Attachment J-1, *Functional &*

Operational Requirements, and Design Guidance for the AMC Facility for more information.

C.1.2.5.4 Built-in Furnishings

Built-in furnishings shall be provided for the AMC Facility. The grade of furnishings shall be coordinated with DOE-SR and SRNL.

C.1.2.5.5 Operations and Maintenance

The facility shall be designed to accommodate ease of routine maintenance and operations. SRNL will be responsible for maintenance of installed systems of the facility once construction is completed and turned over for operations.

C.1.2.5.6 Codes and Standards

In general, the AMC Facility, its systems, and the site, shall be designed in compliance with the Section J, Attachment J-1, *Functional & Operational Requirements and Design Guidance* for the AMC Facility. DOE expects that in some instances the design may require implementation of DOE Orders or other consensus Standards. The Contractor will partner with DOE-SR and SRNL to determine the applicability of code requirements for the design and construction of the AMC Facility (i.e.: International Building Code). The Contractor shall, to the maximum extent possible, ensure that the requirements will follow commercial, industry, and state and local Design, Quality, Environment, Safety and Health (ESH&Q), and Constructability Standards. Through a graded approach, the Contractor should streamline requirements as allowed by DOE Order 414.1D Chg. 1 Quality Assurance for instituting commercial quality controls for non-nuclear and commercial type facilities, and ESH&Q while still meeting OSHA requirements, and others such as “Best Practice” from The Council on Environmental Quality, Guiding Principles for Sustainable Federal Buildings and Associated Instructions, February 2016, and subsequent revisions, see Section J, Attachment J-4, *Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B) for a list of applicable sources, documents and directives*.

C.1.2.5.7 Leadership in Energy and Environmental Design (LEED) Certification

The U.S. Green Building Council (USGBC) works to promote buildings that are environmentally responsible, profitable, and healthy places to live

and work. USGBC has developed the LEED Green Building Rating System as a voluntary, consensus-based national standard for developing high-performance, sustainable buildings. The AMC Facility shall be constructed to meet the highest level as practical LEED version 4 certification in support of Executive Order 13990. The certification target expected for the AMC Facility is Gold (or higher).

C.1.2.5.8 Facility/Building Commissioning

In commissioning the AMC facility, the Contractor shall follow the energy and water efficiency measures stated in 42 U.S. Code § 8253(f)(1)(A), during the Design phase to establish a systematic process: i) of ensuring, using appropriate verification and documentation, during the period beginning on the initial day of the design phase of the facility and ending not earlier than 1 year after the date of completion of construction of the facility, that all facility systems perform interactively in accordance with (I) the design documentation and intent of the facility; and (II) the operational needs of the owner of the facility, including preparation of operation personnel; and, ii) the primary goal of which is to ensure fully functional systems that can be properly operated and maintained during the useful life of the facility.

C.2 DESCRIPTION OF PERFORMANCE EXPECTATIONS

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services to complete the contract work scope.

The Contractor(s) is responsible for the management of the Design, and Build phases of the facility from mobilization through demobilization. The work scope within each phase will be specified in a task order, and both phases include the following performance expectations:

- The Contractor shall provide all services and deliverables in a timely, complete, effective, and efficient manner.
- The Contractor shall demonstrate commitment to safety and quality in providing all services and in preparation of all deliverables required by the contract.
- The Contractor shall ensure that personnel assigned have the skills required to perform the contract requirements.

Design and Construction Expectations:

The contractor should utilize the following at all stages of the design, and construction processes:

- Appropriate Design Solutions for Use and Maintenance Capabilities

- Compliance Consistency Reviews
- Constructability Strategies
- Integration of Facility (ies) into the UofSC Aiken Environment
- Quality Control
- Risk Analysis
- Scope and Budget Consistency Reviews
- Sustainable Design Practices
- Universal Design Principles
- Value-Based Decision-Making Methodology
- Integration of Environmental, Safety & Health requirements and standards to protect the workers, the environment, and the facility

C.2.1 General Work Requirements

The Contractor shall ensure the effective performance of all activities necessary to execute the contract, which includes but is not limited to the following: technical management, project controls, scheduling and action tracking, estimating, procurement support, administrative support, subcontract oversight, regulatory and environmental compliance, quality assurance, risk management, safety and health, worker training, non-emergency fire protection, and records management.

The Contractor shall provide a full-time Site Safety and Health Officer at the work site for the duration of the execution of the field work. DOE will maintain safety and health oversight of the work and monitor work activities for compliance to the work plans, Job Hazard Analyses (JHAs), industry safety practices, OSHA standards, and/or other applicable requirements. During the Construction phase OSHA has the authority to perform safety and health inspections and DOE reserves the right to perform safety and health oversight.

The Contractor is responsible for control and management of the site during construction, including clearly defined processes for safe, reliable, and efficient conduct of all activities occurring on the site. The Contractor will be responsible for integrating and coordinating site activities with DOE-SR, Construction Support Services contractor, and the UofSC-Aiken. This shall be through all project phases. The Contractor shall also provide a full-time Construction Manager at the work site for the duration of the execution of the field work.

The Contractor shall ensure that its personnel meet and maintain the appropriate training, qualification and certification requirements required for the tasks being performed. The Contractor shall hire only competent personnel to be used in the performance of this contract. Training includes, but is not limited to, mandatory company, access-specific, functional-specific, project-specific, facility-specific, job-specific, and professional qualification training.

The Contractor shall protect all Controlled Unclassified Information (CUI) required in the performance of this contract in accordance with DOE policy. Appropriate DOE

Notices, Orders, and Guides can be found in Section J, Attachment J-4 *Requirement Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)*.

The construction site at UofSC-Aiken is a non-radiological area. An environmental site assessment was conducted by the U.S. Army Corps of Engineers which revealed no Recognized Environmental Conditions at the future AMC Facility location (Section J, Attachment J-3, *Phase I Environmental Site Assessment – Advanced Manufacturing Collaborative Facility at the UofSC-Aiken, U. S. Army Corps of Engineers, Savannah District, June 2020*). The Contractor in the performance of all contract activities, shall ensure compliance with environmental regulations, and adhere to the energy conservation measures listed in this contract in Section C.2.4.

The Contractor shall provide a comprehensive Waste Management Plan for the management of waste generated during the construction phase that is in compliance with the State and County, and UofSC-Aiken requirements.

C.2.2 Project Coordination And Expectations

Section G, *Contract Administration Data*, defines the role and responsibilities of the Contracting Officer (CO) and the Contracting Officer's Representative (COR). The COR will be supported by DOE, which may include SRNL and other subject matter experts (SMEs).

In coordination with DOE-SR and designated representatives, the contractor will support the development of a Project Execution Plan (PEP). The PEP must address and establish a communications plan for Integrated Project Team (IPT) meetings between the Contractor's Project Manager or Construction Manager (or other manager with authority to resolve field technical problems) with the DOE Contracting Officer Representative (COR) or other authorized DOE personnel. The communications plan shall describe who will participate in progress meetings, with additional Contractor personnel participation on an as-needed basis, for the full duration of the contract to review the project schedule, discuss actions pending input from DOE, and resolve questions or concerns.

The PEP shall define the Key Performance Parameters (KPPs) for the design and build phases of the AMC Facility. The Contractor shall provide an overall project schedule per the submittal requirement in Section C.2.3 and at a minimum, a rolling three-week schedule window for review at each weekly progress meeting. The Contractor and/or its authorized representative will be responsible for issuing the Meeting Agenda, Meeting Notes and maintaining an Action Items list. To facilitate awareness of work activities, the Contractor shall invite DOE to "Plan of the Day" (or Plan of the Week) meetings and provide a daily/weekly work plan that briefly identifies activities planned for the following day/week. The Contractor shall communicate issues requiring clarification by utilizing Section J Attachment J-6, *Request for Clarification of Information (RCI)*.

Since the construction of the AMC Facility will be on the campus of the UofSC-Aiken, the contractor shall coordinate with UofSC-Aiken for any construction work that may

negatively affect campus activities (i.e., transportation of construction equipment and materials that may affect traffic on campus roads).

C.2.3 Submittal Requirements

The Contractor shall develop and maintain a Master Submittal Log (MSL) (See Section J, Attachment J-9 *Master Submittal Log* for an example template). All submittals, as well as field changes not affecting scope, schedule, or price, are considered to be technical correspondence and therefore shall be submitted in accordance with the procedures identified in G.4 *Contract Administration*, and are subject to review, comment incorporation, and/or approval by DOE-SR. In no event will such review and comment relieve the Contractor of the responsibility of compliance with all requirements of the contract.

The Contractor shall develop and submit for approval to the CO the appropriate project planning documents that include, but are not limited to the following:

Baseline Schedule: Within 30 days after the initial notice to proceed, the Contractor shall submit a Contract Baseline Schedule (Conceptual Design; Design, and Construction and Commissioning) for DOE review and acceptance. The schedule shall be provided in Primavera P6 (version 16.1 or later) or an equivalent software. The Contractor shall submit a brief narrative description of their plan for performing each part of the work scope to accompany the baseline schedule. The baseline schedule shall be a detailed, resource loaded critical path schedule including predecessor/successor relationship logic, start/finish dates, activity duration in calendar days and clearly identified contract milestones and deliverables. The schedule shall also show durations and dependencies, including off-jobsite activities such as design, fabrication of equipment, and procurement and delivery of material. Further, the schedule shall be organized by CLIN/SubCLIN and be in full alignment with the schedule required by FAR 52.236-15 *Schedules for Construction Contracts*.

In coordination with DOE-SR and designated representatives, the contractor will support the development of a Project Execution Plan (PEP), as stated in C.2.2, *Project Coordination and Expectations*, that identifies the organizational structure, and clearly defines personnel authorities, responsibilities, accountabilities, and interfaces for management of the design and build phases. The PEP should establish the Contractor policies, programs, and/or procedures to be used, including addressing, as a minimum, the following elements:

- Establishing clear lines of authority and responsibility for planning, authorizing, and controlling facility activities (Work Plan), and communications plan;
- Establishing a comprehensive safety program, including methods for the analysis of hazards and implementation of hazard controls in the work planning and execution process;
- Accident and incident investigation and reporting, including occurrence reporting;
- Lockout/tagout; and

- Excavation/Penetration permitting, among other requirements and needs.

Training Program Plan: Following OSHA requirements, the Contractor shall develop and submit a Training Program Plan (TPP) to ensure that the training and qualification requirements are met and shall verify that all employees have completed the necessary training and qualification requirements to perform their assigned tasks. These records shall be readily available for inspection upon DOE's or OSHA's request.

C.2.4 Environmental Compliance

2.4.1 General

The facility is to be constructed on the campus of UofSC–Aiken, see Section J, Attachment J-2 *Plat of Ground Lease Survey for Aiken County Commission For Higher Education #2020021913, Tripp Land Surveying, Inc., 08/11/20*, for reference to the build site.

The Contractor shall perform work activities in accordance with environmental compliance and protection requirements and Best Management Practices (BMPs). The Contractor shall maintain compliance with all regulatory and environmental requirements and report all non-compliance issues to the appropriate regulatory body and DOE-SR. Work control documents and hazard assessments shall address hazards significant to the environment and provide applicable controls.

The Contractor shall develop and submit an Environmental Compliance Plan (ECP) that ensures all applicable requirements will be addressed and tasks identified in this contract during the design phase. The ECP shall be readily available upon request by DOE-SR, State, and Federal Regulatory Agencies (all stakeholders). The ECP shall address at a minimum the below environmental laws/statutes and other requirements.

2.4.1.1 National Environmental Policy Act

National Environmental Policy Act (NEPA) values and National Historic Preservation Act (NHPA) are also applicable and the Contractor shall comply with the requirements in *10 CFR Part 1021, DOE NEPA Implementing Procedures, NEPA (42 USC 4321 et seq.), NHPA (PL89-665)* and other relevant preservation and archeological protection legislation as applicable to the work. The excavation/penetration permits for the project will include evaluation of ecological, cultural, and historic resources in advance of work activities that involve the excavation of soil and installation of structures. The Contractor shall notify DOE-SR if any natural, cultural, or historic resources are identified during this work activities.

2.4.1.2 Clean Water Act & Storm Water Pollution Prevention

The Contractor shall comply with the requirements of the Clean Water Act (CWA); *40 CFR Parts 122, 129, 403; CWA Sections 401 and 404*; and comply with *General NPDES Permit for Discharge of Storm Water associated with Construction Activities*, where applicable.

The Contractor shall manage the storm water from the construction of the AMC Facility and shall be subject to permitting through the Aiken County Municipal Separate Storm Sewer System (MS4). It should be noted that the Aiken County MS4 Program has adopted more stringent design requirements than South Carolina Department of Health and Environmental Control (SCDHEC), which will need to be taken into consideration early in the design process. Requirements may also include but are not limited to preparation of a Construction Storm Water Notice of Intent (NOI), and Construction Storm Water Notice of Termination (NOT).

The Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) for the AMC Facility and provide as an attachment to the ECP. It shall address authorized discharges; spill prevention and reporting; solid waste and litter control; dust suppression; soil stabilization; storm water runoff controls; inspection requirements; and BMPs. The Contractor shall follow the SWPPP requirements as outlined in the plan including performance of required inspections of erosion control devices and maintenance of records.

During the design and construction phases, the Contractor shall secure permits from Aiken County and SCDHEC for the tie-in to existing domestic water services and sanitary sewer services in the vicinity of the UofSC-Aiken campus. The Contractor shall ensure all utility tie-ins necessary for full building function are in-place and operable when construction is complete and the building is being commissioned to DOE-SR (refer to Section C.5.1.1).

The Contractor shall secure a discharge permit from the Horse Creek Publicly Owned Treatment Works (POTW) and an SCDHEC-issued wastewater construction permit if the AMC Facility effluents require pre-treatment.

2.4.1.3 Clean Air Act

The Contractor shall comply with the *Clean Air Act CAA (42 USC 7401 et seq.)*, *Air Quality Act*, and *40 CFR Part 61 of NESHAPs*, *40 CFR Part 82, Protection of Stratospheric Ozone* and *40 CFR Part 80, Regulation of Fuels and Fuel Additives*. The Contractor shall comply with *40 CFR Part*

98, *Mandatory Greenhouse Gas Reporting and South Carolina Air Quality Act* regarding NESHAPs, ODSs, construction and facility operating permit compliance, regulation of fuels and additives, greenhouse gas (GHG) emission controls and fugitive dust emissions controls, as applicable. The Contractor shall evaluate new potential GHG sources and submit notification to DOE-SR prior to beginning work. The Contractor shall comply with fugitive dust emission control during field activities, as necessary to minimize emissions.

2.4.1.4 Solid Waste/Hazardous Waste/Hazardous Material

The Contractor shall properly use, store and manage hazardous materials (e.g., chemicals, fuels, propane, insecticide, herbicide, etc.) in compliance with requirements of solid wastes regulated by SCDHEC Hazardous Waste Management Regulations R.61-79.260 through 266, 268, 273, 279, and 280. The AMC Facility shall comply with 3Q ECM Chapter 6.0 *Wastes* or develop equivalent facility-specific waste management procedures applicable to the AMC Facility's waste generating processes and waste generator status.

The Contractor shall use chemicals in accordance with manufacturers' labeling and instructions and apply best management practices when managing such hazardous materials. The Contractor shall prepare and submit monthly inventories of hazardous chemicals.

The Contractor shall properly store and manage universal waste (e.g., used batteries and lamps,) in compliance with requirements of solid wastes regulated by SCDHEC Hazardous Waste Management Regulations R.61-79.260 through 266, 268, 273, 279, and 280.

The Contractor shall manage the rubble and debris from site preparation and facility construction of the AMC Facility. Three Rivers Solid Waste Authority landfill or any other Subtitle D South Carolina-permitted landfill shall be used to dispose of C&D debris provided the waste has not been in contact with petroleum products, solvents, creosote, pesticides, herbicides, or friable asbestos.

2.4.2 Preferable Purchasing & Reporting

The Contractor shall purchase products for construction work in accordance with the *Pollution Prevention Act of 1990, 7 CFR 2902, 40 CFR Part 247* and the FAR 23.703. The Contractor shall develop and maintain a list of products for the Annual Pollution Prevention Reporting including the Annual Hazardous Waste Reduction Progress Report and Environmentally Preferable Purchasing data and information that addresses the selection of recycled and biobased materials utilized in the

construction process. This list shall be available for DOE and other stakeholders upon request.

2.4.3 Input for DOE Annual Reports

The Contractor shall provide construction information for DOE Annual Reports in accordance with Sections 311 and 312 of the *Emergency Planning and Community Right-to-Know Act (EPCRA)* and *DOE Order 231.1B Admin Chg. 1 (as applicable)*. Construction information will be used in EPCRA Report, DOE-SR Annual Site Environmental Report (ASER), and Environmental Monitoring Plan as requested by DOE-SR.

2.4.4 Coordination with Regulators

The Contractor shall maintain a compliant relationship with all stakeholders (DOE-SR, South Carolina Department of Health and Environmental Control (SCDHEC), Environmental Protection Agency (EPA), and UofSC-Aiken) during the entire duration of this contract. The Contractor shall allow access for DOE-SR representatives to the project site and respond to request for information by DOE-SR and other stakeholders in a timely manner.

C.2.5 Interfaces

The Contractor shall interface with DOE-SR, SRNL, and the UofSC-Aiken, among others. Project activities and site coordination roles, responsibilities, and interfaces shall be documented in applicable governing work control documents.

The Contractor shall limit activities to the immediate work site and designated staging areas. Travel shall be limited to the main roads. The work site is in close proximity to active UofSC-Aiken facilities. Care shall be taken to ensure that project work remains within the boundaries delineated on the project drawings. The Contractor shall coordinate all potential interface activities with the COR and the appropriate member(s) of DOE-SR. The Contractor shall coordinate all site work activities with UofSC-Aiken site activities to mitigate impacts to site operations and university activities.

The Contractor shall coordinate with the UofSC-Aiken for utilities, site and facilities access, and on-site emergency response including, but not limited to, the following:

- Requesting and coordinating any required outages modifications, or tie-ins for utilities;
- Requesting and coordinating Lockout/Tagout (LO/TO);
- Providing input to the UofSC Aiken with Plan of the Week;
- Requesting UofSC Aiken to designate facilities/locations for assembly/shelter/take cover locations; and
- Coordinating arrangements with the UofSC-Aiken for any other services that may need (e.g., dumpster and emptying for sanitary waste from trailers).

The Contractor shall allow access for DOE-SR representatives to the project site and respond to request for information by DOE-SR and other stakeholders in a timely manner.

C.2.6 Security

C.2.6.1 Construction Site

The Contractor shall maintain control of the AMC Facility construction site footprint, including site security, at all times. The Contractor shall layout the facility boundaries including fencing to partition off the areas in such a manner so as to provide security, adequate access, and coordination of potential entries by DOE and other contractors as required.

C.2.6.2 Vehicle Site Access

Access portals will be identified by the contractor in coordination with the UofSC-Aiken. Personal vehicles may only be parked in lots and spaces in designated areas.

The Contractor shall identify a predetermined construction entry for deliveries on drawings, site maps, and plans. Parking and work site access for Contractor vehicles used to conduct work shall be coordinated with the appropriate member(s) of UofSC-Aiken.

Parking along roads is prohibited.

C.3 SCOPE FOR DESIGN TASKS AND CONSTRUCTION TASK (CLINS)

All design work shall be performed in accordance with the specifications in Section J, Attachment J-1, *Functional & Operational Requirements and Design Guidance*, including the required Special Inspections to meet applicable Building Codes. All Architect-Engineer documents used for construction for the AMC Facility (i.e., design drawings and plans) required in this contract shall be reviewed, approved and stamped by licensed Architects and Engineers registered in the State of South Carolina or applicable reciprocity interstate agreements.

C.3.1 Project Management (CLIN 0001)

The Contractor shall develop for DOE-SR review and acceptance the pre-mobilization and actual mobilization submittals to include, but not limited to: Project Management Plans, Project Execution Plan; and Building Commissioning Plan (see www.wbdg.org/building-commissioning for more details).

C.3.2 Design Phase (CLIN 0002)

Design Phase – Section J, Attachment J-7, *Advanced Collaborative Manufacturing, Savannah River Nuclear Solutions (SRNS), LLC. GMP Proposal Design Criteria, August 19, 2016*, shall be used as a guide for the design phase development.

The Contractor shall work with DOE-SR and its authorized representatives during the evaluation/review of the functional and operating requirements described in this SOW, and the Section J, Attachment J-1 *Functional & Operational Requirements and Design Guidance* to develop the CLINs below.

- C. 3.2.1 (CLIN 0002A) Preliminary Design (Task 1);
- C. 3.2.2 (CLIN 0002B) Final Design (Task 2)

During the Preliminary Design development, the contractor shall identify and provide strategies, and recommendations to achieve cost and schedule efficiencies without impacting functional operational requirements as defined in Section J, Attachment J-1 *Functional & Operational Requirements and Design Guidance*. DOE will issue a Notice to Proceed prior to the Final Design.

The Contractor shall define and complete the Final Design for DOE review. During the Final Design development, the contractor shall identify and provide strategies, and recommendations to achieve cost and schedule efficiencies without impacting functional operational requirements as defined in Section J, Attachment J-1 *Functional & Operational Requirements and Design Guidance*. DOE will issue a Notice to Proceed prior to Contractor beginning the Build Phase.

C.3.3 Build Phase Mobilization And Demobilization (CLIN 0003)

The Contractor shall obtain a Notice to Proceed from DOE prior to mobilizing to the construction site or performing Mobilization and Demobilization CLIN 00003.

Mobilization and Demobilization Submittals for Construction (to include, but not limited to: Construction Fees, Builders Risk/General Liability Insurance, and Project Management).

- C.3.3.1 (CLIN 0003A) Substructure Construction (Foundations – Task 3)
- C.3.3.2 (CLIN 0003B) Building/Facilities Shell (Superstructure/Exterior Enclosure/Roofing – Task 3)

- C.3.3.3 (CLIN 0003C) Building/Facilities Interior (interior Construction/Stairs/Elevators (personnel, and cargo/interior finishes – Task 3)
- C.3.3.4 (CLIN 0003D) Building/Facilities Services (Plumbing/HVAC/Fire Protection/Electrical/Communications (Wireless, and non-Wireless, Lighting Systems – Task 3)
- C.3.3.5 (CLIN 0003E) AMC Facility Site Preparation (Site Improvements/Site Mechanical Utilities/Site Electrical Utilities/Site Communication Utilities/Site Parking/Landscaping and other Site Construction improvements – Task 3)

The Contractor shall submit for information to the CO and COR a sketch of the proposed layout for temporary facilities (e.g., trailers, parking, laydown/staging, portable toilets, etc.), including proposed utility connections and required service. The Contractor is responsible for obtaining temporary construction utility tie-ins from the UofSC Aiken.

The Contractor shall submit a Traffic Control Plan for approval. As a minimum, the plan will address potential traffic interruptions during the project, including required road closures, potential impediments to emergency vehicle traffic, and the Contractor's plans to provide and maintain sufficient traffic controls (e.g., signs, barriers, flaggers, etc.).

The Contractor shall develop initial work control documents prior to DOE authorizing mobilization. Initial work control documents shall address all work activities required to complete mobilization and initiate site work activities to maintain project schedule, including installations of temporary facilities, installation of silt and security fencing, and construction lighting. Work control documents (individually or in groups) shall be developed prior to performance of the related field work activities. The Contractor's construction schedule shall include walk downs, work package development and approval activities as predecessors to their corresponding construction activities.

Furnish all equipment, labor, and materials to complete installation of temporary facilities in accordance with applicable approved pre-mobilization submittals, including the "Layout for Temporary Facilities".

Establish institutional control of the AMC Facility construction site. The Contractor shall layout the facility boundaries including fencing to partition off the areas in such a manner so as to provide adequate access and coordination of potential entries by DOE and other contractors as required.

Maintain erosion control throughout the construction phase in accordance with county building codes and environmental permits until final grades are established and disturbed areas are revegetated, or receive their asphalt or concrete surface.

Install temporary security fencing around the boundaries of the construction site to control access. Maintain temporary security fencing throughout the construction phase. Install proper site postings and signage in accordance with applicable requirements and approved submittals.

Perform all project management and construction management functions during construction, testing, and demobilization of the project.

DOE or an authorized representative will provide a document (i.e. punch list) identifying work not conforming to contract specifications that the Contractor shall complete prior to final payment. The Contractor shall submit operating manuals for installed equipment, a report of testing results. Hard copy (ies), red-lined, and field mark-up construction drawings depicting as-built conditions shall be provided within 10 working days after Demobilization from the site.

C.4 AMC EQUIPMENT AND FURNISHINGS (CLINs)

C.4.1 Equipment and Furnishings

The Contractor shall install laboratory, government, and UofSC-Aiken equipment and furnishings, as applicable.

- | | |
|----------------------|---|
| C.4.1.1 (CLIN 0004A) | Installation of Laboratory Equipment (process equipment, lab engineered equipment – Task 3) |
| C.4.1.2 (CLIN 0004B) | Installation of Government Furnish Equipment (Task 3) |
| C.4.1.3 (CLIN 0004C) | Installation of UofSC Aiken Furnish Equipment (if applicable – Task 3) |

C.5 AMC FACILITY COMMISSIONING

C.5.1 AMC Facility Commissioning (CLINs)

The Contractor shall perform equipment inspections and testing as required by the drawings and specifications, in accordance with Section C.1.2.5.8 Facility/Building Commissioning, and develop a Commissioning Plan to include, but not limited to, receipt inspections, construction acceptance testing, functional testing, and Manufacturer's Certificate of Proper Installation as part of applicable

equipment procurement and installation. The Contractor shall perform troubleshooting and repairs, as required, to verify proper system operations. The Contractor shall provide labor, equipment, and materials to support system acceptance testing.

In accordance with FAR clause 52.246-21, *Warranty of Construction* will be included in the solicitation and contract. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

C.5.1.1 (CLIN 0005A)

Commissioning (Task 4) of the AMC Facility should provide deliverables and supporting Document Compliance and Acceptance for:

- Owner's Project Requirements
- Basis of Design
- Commissioning Plan
- Pre-functional Checks of Facility Systems
- Functional Tests
- Systems Manual
- Training Documents
- Final Commissioning Report

Documentation establishes standards of performance for the building systems, and verifies that designed and constructed work meets those standards.

The Contractor shall furnish the originals of all field notes and all other records relating to the basis for payment, to the Contracting Officer, who shall use them as necessary to determine the final amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

Examples to consider, but not limited include:

Substructure

A10 – Foundations
A20 – Basement Construction

B Shell

B10 – Superstructure
B20 – Exterior Enclosure
B30 – Roofing

C Interiors

C10 – Interior Construction
C20 – Stairs
C30 – Interior finishes

D Facility Services

D10 – Conveying
D20 – Plumbing
D30 – HVAC
D40 – Fire Protection
D50 – Electrical

E Equipment and Furnishings

E10 – Equipment
E20 – Furnishings

F Hazardous Waste Remediation

F10 – Special Construction
F20 – Selective Building Demolition, if applicable

G Site

G10 – Site Preparation
G20 – Site Improvements
G30 – Site Mechanical Utilities
G40 – Site Electrical Utilities
G90 – Other Site Construction

H Process

H10 – Process Equipment

C.6 DEMOBILIZATION (CLIN 0006)

The Contractor shall dispose of all construction waste prior to demobilizing from the work site. Perform final housekeeping of the work site. Remove all temporary facilities/utilities/pad(s) provided by the Contractor. Remove temporary silt and erosion controls, construction site fencing, and temporary lighting. Restore disturbed areas. All disturbed areas shall be at grade and seeded/mulched as required by the drawings and specifications. Provide a completed and approved Inspection Punch List.

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

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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 52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.2	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) (Applies to CR Task Orders only)	
E.1.3	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.4	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) (Applies to CR Task Orders only)	
E.1.5	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In below table for paragraph (a).
E.1.6	FAR 52.246-12	Inspection of Construction (Aug 1996) (Applies to FFP construction work only)	
E.1.7	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	
FFP = Firm-Fixed-Price			

E.1.5 FAR 52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)

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

Quality Assurance Plan (QAP) compliant with DOE O 414.1D, Change 2, Quality Assurance; and,

DOE O 226.1B, Implementation of Department of Energy Oversight Policy, for all facilities and activities.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

- (ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

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 clause entitled FAR 52.246-12, Inspection of Construction. 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.

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SECTION F

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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.1.1 In Full Text Below	52.211-10	Commencement, Prosecution, and Completion of Work (Applies to FFP construction work only) (Apr 1984)	(a) ten (10) (c) To Be Determined on a Task Order basis
F.1.2 In Full Text Below	52.242-14	Suspension of Work (Apr 1984) (Applies to FFP construction work only)	
F.1.3	52.242-15	Stop-Work Order (Aug 1989) (Applies to FFP Task Orders only)	
F.1.4	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only)	
F.1.5	52.242-17	Government Delay of Work (Apr 1984) (Applies to FFP Task Orders only)	
CR = Cost Reimbursement FFP = Firm-Fixed-Price		FAR = Federal Acquisition Regulation	

F.1.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to

- (a) Commence work under this contract within *Ten (10)* calendar days after the date the Contractor receives the Notice to Proceed,
- (b) Prosecute the work diligently, and
- (c) Complete the entire work ready for use not later than *TBD on a Task Order basis*. The time stated for completion shall include final cleanup of the premises.

F.1.2 FAR 52.242-14 Suspension of Work (APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

- (1) by an act of the Contracting Officer in the administration of this contract, or
 - (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed --
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
 - (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

F.2 DOE-F-2002 Place of Performance - Services (OCT 2014)

The services specified by this contract shall be performed at the following location(s):
University of South Carolina-Aiken, Aiken, South Carolina.

F.3 DOE-F-2003 Period of Performance (OCT 2014)

- (a) The ordering period shall be 45 months (3 years 9 months) from the effective date of the contract.
- (b) Each task order issued by the Contracting Officer will identify a specific period of performance for that task order. Issuance of task orders will not occur beyond the end of the ordering period. Performance of all task orders issued before the end of the ordering period shall not exceed 24 months (2 years) beyond the end of the ordering period.
- (c) The period of performance for any Cost Reimbursement or Firm-Fixed-Price (FFP) task order shall not exceed 36 months (3 years).

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SECTION G

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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) Issue Task Orders

G.2 DOE-G-2002 Contracting Officer's Representative (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, 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 Project Manager (OCT 2014) (Revised)

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

G.4 DOE-G-2004 Contract Administration (OCT 2014)

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

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to Contracting Officer (CO). As used herein, technical correspondence does not include

correspondence where patent or rights in data issues are involved, nor technical correspondence which 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 be provided to the CO.
- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall 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 CO and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist:

(A) U.S. Department of Energy DOE-SR

Attn: Sylvia Maroney

(B) Telephone number: (803) 952-9147

(C) Address: U.S. Department of Energy

Savannah River Operations Office

P.O Box A

Aiken, SC 29802

(D) Email address: sylvia.maroney@srs.gov

(2) Contracting Officer

(A) U.S. Department of Energy

Environmental Management Consolidated Business Center

Attn: Dustin Dalton

(B) Telephone number: (513) 246-0548

(C) Address: 550 Main Street

Rm. 7-010

Cincinnati OH 45202

(D) Email address: dustin.dalton@emcbc.doe.gov

(3) Contracting Officer's Representative

(A) U.S. Department of Energy DOE-SR

Attn: Phillip Polk

(B) Telephone number: (803) 725-7774

(C) Address: U.S. Department of Energy

Savannah River Operations Office

P.O Box A

Aiken, SC 29802

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

(4) Government Contract Administration Office

(A) U.S. Department of Energy

Environmental Management Consolidated Business Center

Attn: Dustin Dalton

(B) Telephone number: (513) 246-0548

(C) Address: U.S. Department of Energy

Savannah River Operations Office

P.O Box A

Aiken, SC 29802

(D) Email address: dustin.dalton@emcbc.doe.gov

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

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.
- (b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

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

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

The Contractor may submit invoices for fee upon completion of the Task Order and/or receipt of the Contracting Officer's consent to submit the fee invoice (e.g., completion of an agreed-upon milestone). The Contractor shall notify the Contracting Officer of completion of each Task Order and/or milestone. DOE will review completion criteria/end-states in Task Orders to ensure required work is accomplished, and then authorize fee payments as appropriate. Upon receipt of an acceptable invoice for fee payment, the Contracting Officer will assess the need for further adjustments as provided for elsewhere in the contract and make payments within thirty (30) calendar days after the Contractor submits an acceptable fee invoice.

- (b) Contractors shall submit vouchers electronically through the DOE VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
- (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
- (A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
 - (E) The total fee billed, retainage amount, and available fee must be shown.
 - (F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
 - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
 - (H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
 - (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.
 - (J) A breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, as applicable on an IDIQ contract basis.
 - (K) Detailed invoice transactions must be provided in Microsoft Excel[®] format as a supplemental file including labor hours from the timekeeping system,

purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel[®] format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.

- (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
 - (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.
 - (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
 - (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.
 - (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

G.7 DOE-G-2006 Submission of Request for Progress Payments (MAR 2019) (Revised)

- (a) Progress Payments are authorized under this contract in accordance with the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts. The Contractor shall use Standard Form 1443 (Contractor's Request for Progress Payment) when requesting progress payments.
- (b) Contractors shall submit requests for progress payments electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

- (c) The Contracting Officer will not make progress payments or increase the contract price beyond the funds obligated under the contract, as amended.

G.8 DOE-G-2007 Contractor Performance Assessment Reporting (JUL 2018)

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

G.9 DOE-G-2008 Non-Supervision of Contractor Employees (OCT 2014)

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

G.10 Defective or Improper Invoice

The name, title, office name, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

Name: *Offeror Fill-In*

Title: *Offeror Fill-In*

Phone Number: *Offeror Fill-In*

E-mail: *Offeror Fill-In*

Mailing Address: *Offeror Fill-In*

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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H.1 Sustainable Acquisitions under DOE Architect Engineer Contracts (JUL 2018)

The Department of Energy is committed to managing its facilities in a sustainable, environmentally preferable manner. While performing work under this contract, the Contractor shall exert its best efforts to efficiently provide services in a manner that will promote the natural environment and protect the health and wellbeing of Federal and contract employees at the facility. Sustainable, environmentally preferable contracting entails several interacting initiatives. The following resources provide more information:

- Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- Biobased Products are described at <https://www.biopreferred.gov/BioPreferred/>
- Energy-efficient products are described at <https://energystar.gov/products> for Energy Star products and at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies> for FEMP designated products
- Environmentally Preferable Computers are at <https://www.epeat.net>
- Non-Ozone Depleting Alternative Products at <https://www.epa.gov/ozone-layer-protection>
- Water efficient plumbing products at <https://epa.gov/watersense>

To the extent that design services provided by the Contractor require specification of any of these product types, the Contractor is expected to specify the sustainable, environmentally preferable version of the product unless such product is not available competitively within a reasonable time, at a reasonable price, is not cost-effective (in the case of energy-consuming products), or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy-Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (in Section I of this contract) require specification or use of products that are energy efficient, or have biobased or recycled content.

H.2 DOE-H-2012 Sustainable Acquisitions under DOE Construction Contracts (JUL 2018) (Revised)

The Department of Energy is committed to efficiently managing its facilities in an environmentally preferable manner. While performing work under this contract, the Contractor shall exert its best efforts to provide its services in a manner that will promote the natural environment and protect the health and wellbeing of Federal and contract employees at the facility. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. The following resources provide more information:

- Recycled Content Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- Biobased Products are described at <https://www.biopreferred.gov/>

- Energy efficient products are at <https://energystar.gov/products> for Energy Star products
- Energy efficient products are at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies> for FEMP designated products
- Environmentally Preferable Computers are at <https://www.epeat.net>
- Non-Ozone Depleting Alternative Products are at <https://www.epa.gov/ozone-layer-protection>
- Water efficient plumbing products are at <https://epa.gov/watersense>

To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor is expected to provide the sustainable, environmentally preferable type of product unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy-Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (in Section I of this contract) require the use of products that have biobased content, are energy efficient, or have recycled content.

In case of an apparent inconsistency between this provision and any specification elsewhere in the contract, consult the contracting officer for resolution.

H.3 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.4 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (OCT 2014)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.5 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (JUL 2018)

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause, [entitled 'DEAR 970.5227-1 Rights in Data-Facilities']. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.6 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 a serious injury or death. 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) fire/explosion, and/or (2) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, 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 (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (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 should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (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 Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."
- (d) DOE Representative. DOE personnel designated as Authorized Representatives (CO, COR or Technical Monitor) provide the technical/safety oversight of operations. The DOE Authorized Representatives has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the DOE Authorized Representative believes:
 - (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or

- (3) Could result in the release of chemical hazards to the environment in excess of regulatory limits.
- (c) 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 Contracting Officer" in all subcontracts.

H.7 DOE-H-2030 Section 8(a) Direct Awards (FEB 2018)

- (a) This contract is issued as a direct award between the Department of Energy (DOE) and the Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program.
- (b) DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract; and DOE shall obtain SBA's approval prior to processing any novation agreement.
- (c) The Contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.
- (d) Even though SBA may not be identified in Section A of the contract, it is still the prime contractor on the contract. The 8(a) participant remains the SBA's subcontractor.

H.8 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.9 DOE-H-2034 Contractor Interface With Other Contractors And/Or Government Employees (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned 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.

H.10 DOE-H-2044 Material Data Sheet Availability (OCT 2014)

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 Material Data Sheet (MDS) 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 MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.11 DOE-H-2046 Diversity Program (OCT 2014)

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) calendar days after the initial Notice to Proceed. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within thirty (30) calendar days of its approval by the Contracting Officer.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-9 entitled, *Master Submittal Log*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

H.12 DOE-H-2047 Federal Holidays And Other Closures (OCT 2014) (Revised)

- (a) Designated Federal holidays observed:
 - (1) New Year's Day;
 - (2) Birthday of Martin Luther King, Jr.;
 - (3) President's Day;
 - (4) Memorial Day;
 - (5) Independence Day;

- (6) Labor Day;
- (7) Columbus Day;
- (8) Veterans Day;
- (9) Thanksgiving Day; and
- (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) **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.

H.13 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 10 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.14 DOE-H-2049 Insurance Requirements (OCT 2014)

- (a) In accordance with the clause 52.228-5, *Insurance - Work on a Government Installation*, the following types and minimum amounts of insurance shall be maintained by the Contractor:
 - (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
 - (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
 - (3) Comprehensive bodily injury liability - \$500,000.
 - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.

- (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage - \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.15 29 CFR Part 1926 – Safety and Health Regulations for Construction

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 29 CFR Part 1926 – Safety and Health Regulations for Construction, and any applicable consensus standards incorporated into the contract. The Contractor shall develop, implement, and maintain a written Safety and Health Plan (SHP) as mandated by 29 CFR 1926. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved SHP and all applicable federal and state environment, health, and safety regulations. Contractor shall update its procedures to follow the Centers for Disease Control (CDC), OSHA, state, and local guidelines to provide protections to all its workers from hazards of COVID-19 infection.
- (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. If required by the University of South Carolina-Aiken (UofSC Aiken) or DOE-SR the Contractor shall participate in emergency response drills and exercises related to the Contractor’s work and interface with other entities at UofSC Aiken.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on UofSC-Aiken staff, faculty, students and visitors and immediately report all job-related injuries and/or illnesses which occur during all project phases, 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 UofSC Aiken.
- (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). In the event of an OSHA inspection, the contractor shall immediately inform DOE-SR of such inspection and any subsequent findings or OSHA violations.
- (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 with applicable OSHA requirements or DOE-SR oversight authority, 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 until conflict has been resolved.

H.16 DOE-H-2061 Change Order Accounting (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

H.17 DOE-H-2062 Personal Identity Verification Of Contractor Personnel (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 below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

Directive Number	Date	Directive Title/Contract Requirements Document
DOE O 206.2	2/19/2013	Identity, Credential, and Access Management, including CRD

H.18 DOE-H-2065 Reporting Of Fraud, Waste, Abuse, Corruption, Or Mismanagement (OCT 2014)

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –
 - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
 - (2) Not impede or hinder another employee's cooperation with the OIG; and
 - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.19 DOE-H-2070 Key Personnel (OCT 2014)

- (a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

Name	Functional Position
<i>[offeror fill-in]</i>	Project Manager
<i>[offeror fill-in]</i>	Construction Manager
<i>[offeror fill-in]</i>	Site Safety Officer (ES&H)
<i>[offeror fill-in]</i>	Quality Manager

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

- (b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.
- (c) Definitions

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; or (iii) assigning a current Key Person for work outside the Contract.

H.20 DOE-H-2071 Department of Energy Directives (OCT 2014)

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-4 *List of Applicable DOE Directives (List B)*.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the

- Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
 - (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-4, Changes (JUN 2007).
 - (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.21 DOE-H-2076 Lobbying Restrictions (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.22 DOE-H-2079 - Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (APR 2018)

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the officer agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).
- (c) Failure of the offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the offeror unqualified and ineligible for award.

H.23 Task Ordering Procedure

(a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Statement of Work (SOW). Task Orders may be issued as Firm-Fixed-Price (FFP) or Cost-Reimbursement (CR).

(b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.

(c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:

- (1) A Task Order SOW providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;
- (2) Proposed performance standards consistent with the Key Performance Parameters (KPPs) as stated in the Project Execution Plan (PEP) to be used as criteria for determining whether the work requirements have been met;
- (3) The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
- (4) A response time for submitting the Task Order proposal.

(d) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.

(f) The Contractor's Task Order Proposals shall include the following, as applicable to individual Task Orders:

- (1) Discussion of the technical approach for performing the work;
- (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
- (3) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide an integrated copy of the Contract Baseline Schedule showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task

Order scopes of work and the new Task Order work scope. Both the schedule fragnet and the integrated Contract Baseline Schedule submitted as part of the Task Order proposal must include: current reporting period and contract-to-date planned versus actual work performed by CLIN/SubCLIN; schedule variance analysis, including impact and planned corrective actions; reflect an updated resource-loaded, critical-path method project schedule, status through the prior monthly reporting period; and, Estimate at Completion;

(4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor's own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP.;

(5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);

(6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);

(7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);

(8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;

(9) Proposed deviations (if any) from the stated SOW requirements;

(10) Contractor's proposed fee or profit, which must adhere to the criteria within DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised); and

(11) Any other information required to determine the reasonableness of the Contractor's proposal.

(g) The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and Task Order number.

(3) SOW identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., as those terms are used in the

Federal Acquisition Regulation), and the Maximum dollar amount authorized (total Task Order value).

- (6) Any other resources (e.g., travel, material, equipment, facilities) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) Accounting and appropriation data.

(h) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.

(i) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

H.24 General Conditions and Special Conditions

The Contractor shall comply with the General Conditions contained in Section J, Attachment J-5 *General Conditions*.

H.25 Partnering

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

H.26 Project Management Systems and Reporting Requirements

The Contractor shall establish, maintain, and use a project management system that accurately records and reports the contract performance against the requirements of the contract, accurately reflects the contract price in Section B of the contract, and is consistent with DOE and EM policies and guidance. The project management system shall establish performance metrics, milestones, schedules and progress of contract completion. The system shall employ sound performance measurement principles and provide adequate insight into potential risks to DOE relating to achievement of cost, schedule, and technical performance objectives.

In accordance with Section C.2.3 *Submittal Requirements*, the Contractor shall develop a Contract Baseline Schedule. Note that an updated Contract Baseline Schedule shall be

provided within 30 days after any contract modification affecting scope, schedule, or budget.

The Contractor shall submit a Monthly Progress Performance Report (See Section J, Attachment J-9, *Master Submittal Log*) and electronic copy of the status schedule in native format to the CO and COR within 5 business days following the close of the prior calendar month. The report shall provide the prior month's performance for each CLIN/SubCLIN and an update of the performance to date. The report shall include, at a minimum:

- An objective narrative description of scope accomplished;
- Progress of contract specific performance metrics/indicators;
- Planned versus actual or forecast date for milestones and deliverables;
- Current reporting period and contract-to-date invoiced dollar value submitted versus approved for payment by CLIN/SubCLIN;
- Current reporting period and contract-to-date planned versus actual work performed by CLIN/SubCLIN;
- Schedule variance analysis, including impact and planned corrective actions;
- Updated resource-loaded, critical-path method project schedule, statused through the prior monthly reporting period;
- Estimate at Completion; and
- OSHA safety statistics (e.g. Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)).

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

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

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

I.2 FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

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

Clause No.	FAR/DEAR Reference	Title
I.3	52.202-1	Definitions (JUN 2020)
I.4	52.203-3	Gratuities (APR 1984)
I.5	52.203-5	Covenant Against Contingent Fees (MAY 2014)
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (JUN 2020)
I.12	52.203-14 Full Text Below	Display of Hotline Poster (JUN 2020)
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)

Clause No.	FAR/DEAR Reference	Title
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)
I.18	52.204-13	System for Award Management Maintenance (OCT 2018)
I.19	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
I.22	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
I.23	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)
I.24	52.209-6	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)
I.25	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
I.26	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)
I.27	52.210-1	Market Research (JUN 2020)
I.28	52.215-2	Audit and Records – Negotiation (JUN 2020)
I.29	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.30	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (Jun 2020))
I.31	52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications (Jun 2020)
I.32	52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.
I.33	52.215-19	Notification of Ownership Changes (OCT 1997)
I.34	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (JUN 2020) (Alt IV) (OCT 1997)
I.35	52.216-7	Allowable Cost and Payment (AUG 2018)
I.36	52.216-9	Fixed Fee-Construction (JUN 2011)
I.37	52.216-10	Incentive Fee (JUN 2011)
I.38	52.216-11	Cost Contract-No Fee (APR 1984)

Clause No.	FAR/DEAR Reference	Title
I.39	52.216-18 Full Text Below	Ordering (AUG 2020)
I.40	52.216-19 Full Text Below	Order Limitations (OCT 1995)
I.41	52.216-22 Full Text Below	Indefinite Quantity (OCT 1995)
I.42	52.216-24 Full Text Below	Limitation of Government Liability (APR 1984)
I.43	52.216-25 Full Text Below	Contract Definitization (OCT 2010) Alternate I (OCT 2009)
I.44	52.217-8	Option to Extend Services (Nov 1999)
I.45	52.219-8	Utilization of Small Business Concerns (Oct 2018)
I.46	52.219-11 Full Text Below	Special 8(a) Contract Conditions (JAN 2017)
I.47	52.219-12 Full Text Below	Special 8(a) Subcontract Conditions (OCT 2019)
I.48	52.219-14	Limitations on Subcontracting (MAR 2020)
I.49	52.219-28 Full Text Below	Post-Award Small Business Program Rerepresentation (NOV 2020)
I.50	52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
I.51	52.222-3	Convict Labor (JUN 2003)
I.52	52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation (MAR 2018)
I.53	52.222-6	Construction Wage Rate Requirements (AUG 2018)
I.54	52.222-7	Withholding of Funds (MAY 2014)
I.55	52.222-8	Payrolls and Basic Records (AUG 2018)
I.56	52.222-9	Apprentices and Trainees (JUL 2005)
I.57	52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
I.58	52.222-11	Subcontracts (Labor Standards) (MAY 2014)
I.59	52.222-12	Contract Termination - Debarment (MAY 2014)
I.60	52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations (MAY 2014)
I.61	52.222-14	Disputes Concerning Labor Standards (FEB 1988)
I.62	52.222-15	Certification of Eligibility (MAY 2014)
I.63	52.222-21	Prohibition of Segregated Facilities (APR 2015)
I.64	52.222-23 Full Text Below	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
I.65	52.222-26	Equal Opportunity (SEP 2016)
I.66	52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
I.67	52.222-35 Full Text Below	Equal Opportunity for Veterans (JUN 2020)
I.68	52.222-36 Full Text Below	Equal Opportunity for Workers with Disabilities (JUN 2020)
I.69	52.222-37	Employment Reports on Veterans (JUN 2020)

Clause No.	FAR/DEAR Reference	Title
I.70	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
I.71	52.222-50	Combating Trafficking in Persons (OCT 2020)
I.72	52.222-54	Employment Eligibility Verification (OCT 2015)
I.73	52.222-55	Minimum Wages Under Executive Order 13658 (NOV 2020)
I.74	52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017)
I.75	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
I.76	52.223-3 Full Text Below	Hazardous Material Identification and Material Safety Data (FEB 2021) – Alt I (JUL 1995)
I.77	52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
I.78	52.223-6	Drug-Free Workplace (MAY 2001)
I.79	52.223-9 Full Text Below	Estimate of Percentage of Recovered Material Content For EPA Designated Items (MAY 2008)
I.80	52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)
I.81	52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)
I.82	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
I.83	52.223-21	Foams (JUN 2016)
I.84	52.224-2	Privacy Act (APR 1984)
I.85	52.225-11 Full Text Below	Buy American-Construction Materials Under Trade Agreements (JAN 2021)
I.86	52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
I.87	52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)
I.88	52.227-1	Authorization and Consent (JUN 2020)
I.89	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
I.90	52.227-4	Patent Indemnity--Construction Contracts (DEC 2007) -- Alternate I (DEC 2007)
I.91	52.227-17	Rights in Data-Special Works (DEC 2007)
I.92	52.227-19	Commercial Computer Software License (DEC 2007)
I.93	52.228-2	Additional Bond Security (OCT 1997)
I.94	52.228-5	Insurance - Work on a Government Installation (JAN 1997)
I.95	52.228-11	Pledges of Assets (FEB 2021)
I.96	52.228-12	Prospective Subcontractor Requests for Bonds (MAY 2014)
I.97	52.228-14	Irrevocable Letter of Credit (NOV 2014)
I.98	52.228-15 Full Text Below	Performance and Payment Bonds – Construction (JUN 2020)
I.99	52.229-3	Federal, State, and Local Taxes (FEB 2013)
I.100	52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)

Clause No.	FAR/DEAR Reference	Title
I.101	52.232-17	Interest (MAY 2014)
I.102	52.232-23	Assignment of Claims (MAY 2014)
I.103	52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
I.104	52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
I.105	52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
I.106	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
I.107	52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)
I.108	52.233-3	Protest after Award (AUG 1996)
I.109	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
I.110	52.236-2	Differing Site Conditions (APR 1984)
I.111	52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
I.112	52.236-4 Full Text Below	Physical Data (APR 1984)
I.113	52.236-5	Material and Workmanship (APR 1984)
I.114	52.236-6	Superintendence by the Contractor (APR 1984)
I.115	52.236-7	Permits and Responsibilities (NOV 1991)
I.116	52.236-8	Other Contracts (APR 1984)
I.117	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
I.118	52.236-10	Operations and Storage Areas (APR 1984)
I.119	52.236-11	Use and Possession Prior to Completion (APR 1984)
I.120	52.236-12	Cleaning Up (APR 1984)
I.121	52.236-13	Accident Prevention (NOV 1991)
I.122	52.236-14	Availability and Use of Utility Services (APR 1984)
I.123	52.236-15 Full-Text Below	Schedules for Construction Contracts (APR 1984)
I.124	52.236-17	Layout of Work (APR 1984)
I.125	52.236-21	Specifications and Drawings for Construction (FEB 1997)
I.126	52.236-26	Preconstruction Conference (FEB 1995)
I.127	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
I.128	52.242-5	Payments to Small Business Subcontractors (JAN 2017)
I.129	52.242-13	Bankruptcy (JUL 1995)
I.130	52.242-14	Suspension of Work (APR 1984)
I.131	52.242-15	Stop-Work Order (AUG 1989)
I.132	52.243-4	Changes (JUN 2007)
I.133	52.244-6	Subcontracts for Commercial Items (NOV 2020)
I.134	52.245-1	Government Property (JAN 2017) – Alternate 1 (APR 2012)
I.135	52.245-2 Full Text Below	Government Property Installation Operation Services (APR 2012)
I.136	52.245-9	Use and Charges (APR 2012)

Clause No.	FAR/DEAR Reference	Title
I.137	52.246-21	Warranty of Construction (MAR 1994)
I.138	52.246-24	Limitation of Liability -- High-Value Items (FEB 1997)
I.139	52.248-3	Value Engineering - Construction (OCT 2020)
I.140	52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) - Alternate I (SEP 1996)
I.141	52.249-10	Default (Fixed-Price Construction) (APR 1984)
I.142	52.251-1	Government Supply Sources (APR 1984)
I.143	952.202-1	Definitions
I.144	952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)
I.145	952.204-75	Public Affairs (DEC 2000)
I.146	952.208-70	Printing (APR 1984)
I.147	952.215-70 Full Text Below	Key Personnel (DEC 2000)
I.148	952.223-71	Integration of Environment, Safety, and Health Into Work Planning and Execution
I.149	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)
I.150	952.223-78	Sustainable Acquisition Program (OCT 2010) - Alternate I (OCT 2010)
I.151	952.225-71	Compliance with Export Control Laws and Regulations (NOV 2015)
I.152	952.226-74	Displaced Employee Hiring Preference (JUN 1997)
I.153	952.227-82 Full Text Below	Rights to Proposal Data (APR 1994)
I.154	952.242-70 Full Text Below	Technical Direction (DEC 2000)
I.155	970.5204-3 Full Text Below	Access to and Ownership of Records (OCT 2014) (DEVIATION)
I.156	970.5227-1	Rights in Data – Facilities (DEC 2000)

I.12 FAR 52.203-14 Display of Hotline Poster(s) (JUN 2020)

(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:

https://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.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 the threshold specified in Federal Acquisition Regulation [3.1004](#)(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

I.38 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract award through the end of the total contract ordering period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number;
or
- (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

I.39 52.216-19 Order Limitations (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000.00** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of **\$50,000,000.00**;
 - (2) Any order for a combination of items in excess of **\$50,000,000.00**; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.40 52.216-22 Indefinite Quantity (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the

order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract **89303321DEM000059** beyond the expiration date of the contract ordering period.

I.42 52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding __\$50,000,000.00_____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is __\$10,000.00_____ dollars.

I.43 52.216-25 Contract Definitization (OCT 2010) Alternate I (OCT 2009)

(a) A _____ *[insert specific type of contract]* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a _____ *[insert specific type of proposal (e.g., fixed-price or cost-and-fee)]* proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR [15.408](#), [Table 15-2](#), supporting its proposal.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [subpart 15.4](#) and [part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

I.46 FAR 52.219-11 Special 8(a) Contract Conditions (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements, delegate to the DOE the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the DOE shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the DOE.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.
- (f) To notify the DOE Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

I.47 52.219-12 Special 8(a) Subcontract Conditions (OCT 2019)

- (a) The Small Business Administration (SBA) has entered into Contract No. *89303321DEM000059* with the *U.S. Department of Energy* to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The *TBD – Name of Subcontractor*, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

- (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. 89303321DEM000059 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the *U.S. Department of Energy* with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will notify the *U.S. Department of Energy* Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the *U.S. Department of Energy*.

I.49 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (NOV 2020)

- (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—

(1) 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 (d) 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.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

- (b) If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.
- (d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.
- (e) 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.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) 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, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) 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 (f) or (h) of this clause.
- (h) 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:

[offeror fill-in] (1) The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[offeror fill-in] (2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

[offeror fill-in] (3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a women-owned small business concern.

[offeror fill-in] (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.]* The Contractor represents that—

[offeror fill-in] (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

[offeror fill-in] (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:_____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

[offeror fill-in] (5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.]* The Contractor represents that—

[offeror fill-in] (i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

[offeror fill-in] (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. *[The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

[offeror fill-in] (6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it is, is not a veteran-owned small business concern.

[offeror fill-in] (7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it is, is not a service-disabled veteran-owned small business concern.

[offeror fill-in] (8) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that—

[offeror fill-in] (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

[offeror fill-in] (ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

I.64 FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

- (a) The offeror’s attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
27.2%	6.9%

These goals are applicable to all the Contractor’s construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor’s compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) Its implementation of the Equal Opportunity clause,
- (2) Specific affirmative action obligations required by the clause entitled “Affirmative Action Compliance Requirements for Construction,” and
- (3) Its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --
 - (1) Name, address, and telephone number of the subcontractor;
 - (2) Employer’s identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the “covered area” is Aiken, South Carolina.

I.67 FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020)

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for

noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.68 FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.76 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)- 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.

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

_____	_____
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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No.313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No.313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No.313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

I.79 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 postconsumer material content; and
- (2) Submit this estimate to the Contracting Officer.

I.85 52.225-11 Buy American Act - Construction Materials Under Trade Agreements (JAN 2021)

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

Caribbean Basin country construction material means a construction material that—

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

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled

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

Cost of components means—

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

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means – a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

WTO GPA country construction material means a construction material that-

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

(b) Construction materials.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or 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 statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).