

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

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## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a Cost Plus Award Fee (CPAF) type contract for the Liquid Waste (LW) Program at Savannah River Site (SRS). 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) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Statement of Work (SOW).

Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract. Such funds will be provided for all allowable and allocable billings for cost and fee.

#### B.2 ESTIMATED COST AND AWARD FEE

##### (a) Three Month Transition Period

- (1) Total Estimated Cost – The total estimated cost for the transition period of the contract, which is up to ninety days from date of award, **January 1, 2009 through March 31, 2009**, is **\$4,839,755**.
- (2) Award Fee – The total available award fee for the transition period of the contract is \$ 0.

##### (b) \*Six Year Basic Term of the Contract

- (1) Total Estimated Cost – The total estimated cost for the basic term of the contract **April 1, 2009, through March 31, 2015**, is **\$2,279,041,061**.
- (2) Award Fee – The total available award fee for the basic term of the contract is **\$188,020,888**.

##### (c) \*Option 1 – 2-Year Option Period

- (1) Total Estimated Cost – The total estimated cost for the 2-year option, **April 1, 2015, through March 31, 2017**, is **\$671,166,117**.
- (2) Award Fee – The total available award fee for Option 1 is **\$55,371,205**.

##### (d) \*Option 2 – Operation of SWPF during 2-Year Option Period

(1) Total Estimated Cost – The total estimated cost for operation of SWPF for the period, **April 1, 2015, through March 31, 2017** is **\$116,000,000.**

(2) Award Fee – The total available award fee for Option 2 is **\$9,570,000.**

\*The Government and Contractor agree that allocated General & Administrative (G&A) expenses from any LLC member (~~excluding AREVA Federal Services, LLC~~), in any manner, shall not be considered an allowable cost under this Contract, except during the transition period.

*JRP / 12/8/08*  
*DB / 12/8/08*

- (e) For the Basic Term and all Options there is no base fee amount. Award fee may be earned in accordance with the terms of this section and the clause in section H entitled “Performance Evaluation and Measurement Plan.” The amount of the total available fee earned shall be made upon the unilateral determination of DOE’s Fee Determination Official (FDO). The unilateral decision is made solely at the discretion of the FDO. This determination shall be based upon the FDO’s evaluation of the Contractor’s performance as measured against the evaluation criteria set forth in the Performance Evaluation and Measurement Plan (PEMP). There shall be no fee earned for transition activities.
- (f) There shall be no adjustment in the amount of the total available award fee due to differences between the estimated cost of the performance of the work and the actual cost of performance of the work. The total available award fee is subject to adjustment only under the provisions of the clause in Section I entitled, “Changes – Cost Reimbursement” or other applicable contract provisions. Should the total anticipated funding change by 10%, the Government and Contractor may enter into negotiations in accordance with the Changes Clause.

Table B.1 -- Anticipated Funding Profile for the Liquid Waste Contract (\$ M)

	Fiscal Year									TOTAL
	2009	2010	2011	2012	2013	2014	2015	2016	2017	
Basic Term Funding EM Operation	\$285	\$550	\$550	\$560	\$570	\$580	\$300			\$3,395
Option 1							\$300	\$620	\$370	\$1,290
Option 2							\$32	\$64	\$32	\$128

Table B.1 provides the Government’s good faith estimate as of the date of the solicitation of future available funding. This funding profile 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 funding profile. Available funds depend on Congressional appropriations and priorities within the DOE.

- (g) If the Contractor is a teaming arrangement, the fee earned may be distributed by the Contractor among the teaming members, as it deems appropriate. Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract. If a separate subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any teaming member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless approved by the Contracting Officer (CO). The subcontractor fee restriction described herein does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.
- (h) Earned fee will be paid semi-annually based on the FDO's unilateral assessment of performance in accordance with the PEMP and Contract Performance Baseline. No earned fee will be paid until the Contract Performance Baseline is approved by the CO in accordance with the clause in Section H, entitled "Project Control Systems and Reporting Requirements." Monthly provisional payments of fee may be authorized by the CO. The Contractor may request monthly provisional fee payments of up to 5% of the total fee otherwise available for the Fiscal Year (not to exceed 60% on an annual basis). Provisional fee is not considered earned fee and is contingent upon a final Fee Determination by the FDO. Earned fee will be invoiced consistent with Section G.
- (i) The Contractor may be required to perform certain activities related to the Radiological Assistance Program (RAP). Costs for the RAP are separately funded by the National Nuclear Security Administration (NNSA). If any such activities are required to be performed by the Contractor, the CO will provide direction and authorization pursuant to the clause in Section I entitled "Changes – Cost Reimbursement." The Contractor will earn no additional fee for RAP activities. The estimated cost and funding specified above does not include RAP activities.
- (j) Estimated costs and anticipated funding for the following activities are not included in the estimated costs specified in paragraphs B.2 (a)-(c) nor the anticipated funding profile specified in Table B.1 in paragraph B.2 (f). If any such activities are directed by the CO, any adjustment to the total estimated cost or total available award fee is subject to the provisions of the clause in Section I entitled "Changes – Cost Reimbursement."
  - (1) Interface coordination, support, and operation of additional buildings under Glass Waste Storage Facilities Operations (C.1.3.2) and Canister Shipping Facility (C.1.3.3).



**B.3 LIMITATION ON FEE**

Total Available Fee under this Contract shall not exceed 10% (Basic Period - \$188,020,888, Option 1 - \$55,371,205, Option 2 - \$9,570,000) of Total Estimated Contract Cost (except for transition costs).

**B.4 LIMITATION OF FUNDS**

- (a) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is \$5,000,000. It is estimated that this amount is sufficient to cover performance through March 31, 2009.
- (b) Financial Plans – Cost and Commitment Limitations. Funding is provided to the Contractor through a Contract Modification issued by the CO. The Contractor shall comply with DOE-SR issued direction which establishes appropriation obligational control levels (i.e., an upper limit on incurred obligations or expenditures) in the performance of this contract.

**B.5 DEAR 970.5215-3 CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES — FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) (DEVIATION)**

(a) General.

- (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this contract is dependent upon:
  - (i) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H), which includes worker safety and health (WS&H), including performance under an approved Integrated Safety Management System (ISMS); and
  - (ii) The contractor's or contractor employees' compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information.
- (2) The ES&H performance requirements of this contract are set forth in its ES&H terms and conditions, including the DOE approved contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.
- (3) The performance requirements of this contract relating to the safeguarding of Restricted Data and other classified information are set forth in the clauses of this contract entitled, "Security" and "Laws, Regulations, and DOE Directives," as well as in other terms and conditions.

- (4) If the contractor does not meet the performance requirements of this contract relating to ES&H or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the contract pursuant to Section B.2 of this contract entitled, "Estimated Costs and Award Fee," any fixed fee, profit, share of cost savings, or fee otherwise earned may be unilaterally reduced by the contracting officer.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this clause.
  - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
  - (3) In determining the amount of the reduction and the applicability of mitigating factors, the contracting officer must consider the contractor's overall performance in meeting the ES&H or security requirements of the contract. Such consideration must include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, the contracting officer must consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ES&H only).
    - (i) Degree of control the contractor had over the event or incident.
    - (ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.
    - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
    - (iv) General status (trend and absolute performance) of: ES&H and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
    - (v) Contractor demonstration to the contracting officer's satisfaction that the principles of industrial ES&H standards are routinely practiced (e.g., Voluntary Protection Program, ISO 14000).

- (vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).
  - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ES&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ES&H programs).
  - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ES&H by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)(i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a contractor during an evaluation period may be reduced in accordance with this clause if it is determined that a performance failure warranting a reduction under this clause occurs within the evaluation period.
- (ii) The amount of reduction under this clause, in combination with any reduction made under any other clause in the contract, shall not exceed the amount of fee, fixed fee, profit, or the contractor's share of cost savings that is otherwise earned during the evaluation period.
  - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by the contracting officer or fee determination official as otherwise payable based on the contractor's performance during the evaluation period. Where the contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
  - (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the contractor has earned (provisionally or otherwise), the contractor shall immediately return the excess to the Government. (What

the contractor "has earned" reflects any reduction made under this or any other clause of the contract.)

(v) At the end of the contract:

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

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

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

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

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

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

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

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

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

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

- (3) **Third Degree:** Performance failures that reflect a lack of focus on improving ES&H. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements; or internal oversight of DOE Order 440.1A requirements.
  - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
  - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
  - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.
- (d) **Safeguarding Restricted Data and Other Classified Information.** Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) **First Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
    - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
    - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
  - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
  - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
  - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this clause).
  - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
- (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
- (iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.
- (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

Alternate II (JAN 2004):

- (e) Minimum requirements for specified level of performance.
  - (1) At a minimum the contractor must perform the following:
    - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Statement of Work, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
    - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
    - (iii) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.
  - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Statement of Work, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or

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

- (f) Minimum requirements for cost performance.
  - (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
  - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
  - (3) The contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.



**PART 1 – THE SCHEDULE**

**SECTION C – STATEMENT OF WORK**

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## INTRODUCTION

### **Contract Purpose**

The purpose of the contract is to achieve as much progress as possible over the term of the contract towards completion of that portion of the Environmental Management (EM) mission at Savannah River Site (SRS) to treat, store and dispose of radioactive liquid waste.

EM mission completion at SRS will ultimately involve the treatment and disposal of the radioactive liquid wastes presently stored in 49 underground tanks as well as the radioactive liquid waste resulting from planned nuclear materials stabilization activities, the operational closure of the 49 underground storage tanks, and the deactivation of the major facilities and equipment that compose the radioactive Liquid Waste system. An overview of the Liquid Waste system is included in Attachment C-1.

This is a Cost Plus Award Fee (CPAF) contract that reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize "how to" performance descriptions. The Contractor has the responsibility for total performance under the contract, including determining the specific methods and approaches for accomplishing the work.

The balance of the activities at SRS will be conducted by other contractors and the Contractor shall coordinate its activities with these other contractors (primarily the SR Management and Operating (M&O) contractor) as specified herein and to the extent necessary to ensure accomplishment of the specified contract end states.

### **Liquid Waste Program Planning and Optimization**

Beginning in 1992, the Department of Energy (DOE) issued the first System Plan documenting the operating strategy for the lifecycle execution of the radioactive liquid waste receipt, storage, treatment, and disposition mission at SRS. Each subsequent revision of this plan has served to update the life cycle planning basis for this mission. This plan was last issued as Revision 13 in March 2002, with a supplement issued in December 2002. Subsequently, developments both within and outside of the Liquid Waste program introduced near term uncertainties which complicated long term detailed planning. In May 2006, DOE issued the FY06-FY12 Liquid Waste Disposition Processing Plan (LWDPP), Revision 0, to focus on accomplishment of nearer term objectives. This plan focused heavily on the FY06-FY12 period, and contained information regarding planning bases and planned work execution through FY15. Since that time, several changes have occurred which affect the planning baseline presented in that document. An Update to FY06-FY12 Liquid Waste Disposition Processing Plan, Rev. 0, August 22, 2007, has been issued and posted to the Liquid Waste Contract Request for Proposal Web Site (<http://professionals.pr.doe.gov/srs/lw.html>) under "News and Announcements".

It is important to note that DOE desires to optimize Liquid Waste system performance, i.e., accelerate tank closures and maximize waste throughput at the Defense Waste Processing

Facility while ensuring sufficient tank space for continued long term operation and compliance with other requirements of this Statement of Work.

### **Overview of the Contract Workslope**

The Contractor is responsible for all aspects of the SRS Liquid Waste program. Services to be provided include but are not limited to:

- Operationally close noncompliant liquid radioactive waste storage tanks and associated facilities
- Operate and maintain the Defense Waste Processing Facility (DWPF), including operations in support of the proposed small-scale plutonium vitrification nonproliferation capability if implemented, to process sludge and high-activity salt waste feed streams into a vitrified stable solid waste form
- Complete Deliquification, Dissolution and Adjustment (DDA) processing of Tank 41H salt waste
- Operate and maintain the Actinide Removal Process (ARP) and the Modular Caustic Side Solvent Extraction Unit (MCU) pending the start of Salt Waste Processing Facility operations to process salt waste from waste removal operations into a high-activity feed stream for processing at DWPF and a low-activity feed stream for processing and disposal at the Saltstone Facility
- Support the timely completion, startup and operation of the Salt Waste Processing Facility (SWPF) by fulfilling all interface responsibilities, e.g. waste transfer infrastructure, delivery of salt waste from waste removal operations as feed for SWPF, and receipt from SWPF of (a) a high-activity feed stream for processing at DWPF and (b) a low-activity feed stream for processing and disposal at the Saltstone Facility
- Operate and maintain the Saltstone Facility consisting of the Saltstone Processing Facility (SPF) and the Saltstone Disposal Facility (SDF) to process and dispose of low-level waste
- Conduct Waste Removal operations to remove radioactive sludge waste and salt waste from tanks in the F and H-Area Tank Farms to support waste processing by other Liquid Waste facilities
- Process sludge waste for transfer as sludge waste feed to the DWPF
- Accept liquid radioactive waste from H Canyon nuclear material stabilization activities
- Operate and maintain the F and H-Area Tank Farms to receive, concentrate and store liquid radioactive waste
- Disposition Tank 48H waste, in accordance with Section C.2.1.1, including all its subparts, and complete all steps necessary to return Tank 48H to unrestricted tank farm service
- Complete construction of Saltstone Feed Facility (SFF) and operate the SFF to store waste feed to be processed at the SPF

- Operate and maintain the SWPF to process salt waste from waste removal operations into a high-activity feed stream for processing at DWPF and a low-activity feed stream for processing and disposal at the Saltstone Facility (if Option 2 is exercised)
- Operate and maintain Glass Waste Storage Building (GWSB) #1 and #2 to store the vitrified waste canisters produced by DWPF, including any DWPF canisters containing vitrified plutonium, and support any project that is initiated to construct an additional GWSB
- Support execution of the Canister Shipping Facility (CSF) project (if such project is initiated during the term of this contract) by fulfilling all interface responsibilities
- Operate and maintain the Effluent Treatment Facility (ETF) to process aqueous waste streams from Liquid Waste system operations and from other site operations into a form suitable for (a) release to a permitted outfall or (b) processing and disposal at the Saltstone Facility
- Identify, develop and implement improved, supplemental, or replacement processes, approaches and technologies for tank closure, waste removal, waste treatment, and/or waste disposal which reduce lifecycle Liquid Waste program costs, accelerate radioactive liquid waste disposition schedules, or otherwise optimize system performance, provided such processes, approaches and technologies comply with Section C.2.1, including all its subparts
- Maintain an interactive program/system planning process for Liquid Waste program project milestone and execution schedules
- Implement and conduct a comprehensive Environment, Safety, and Health (ES&H) program consistent with the overarching site-wide ES&H program administered by the SR M&O contractor
- Develop, maintain, and perform work in accordance with a safety basis for all Liquid Waste hazard category 1, 2, and 3 nuclear facilities
- Serve as engineering, design, and construction manager for all aspects of the Liquid Waste workscope
- Provide necessary operations support functions for all aspects of the Liquid Waste workscope
- Provide planning and administrative services for all aspects of the Liquid Waste workscope
- Operate the DWPF analytical laboratory and make arrangements to obtain other needed analytical laboratory services to support execution of all aspects of the Liquid Waste workscope
- Support the DOE National Nuclear Security Administration (NNSA) Radiological Assistance Program (RAP)

## General Contract End State Requirements

The Contractor is responsible for achievement of the following contract end states for the basic term of the contract:

- Operational closure of Tanks 18F and 19F
- In addition to operational closure of Tanks 18 and 19, operational closure of other noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
  - Two tanks operationally closed by September 30, 2010
  - An additional one tank operationally closed by September 30, 2011
  - An additional two tanks operationally closed by September 30, 2012
  - An additional one tank operationally closed by September 30, 2013
  - An additional two tanks operationally closed by September 30, 2014
- Planning and execution of activities necessary to support the future operational closure of noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
  - Two tanks operationally closed by September 30, 2015
  - An additional one tank operationally closed by September 30, 2019
  - An additional three tanks operationally closed by September 30, 2020
  - An additional six tanks operationally closed by September 30, 2022
- Production of at least 1,100 DWPF canisters at optimal sludge and salt waste loadings in keeping with achievement of all other contract end state requirements and support of the proposed small-scale plutonium vitrification nonproliferation capability if implemented
- Procurement and delivery to the SR M&O contractor of the requisite number of special 'magazine' equipped DWPF canisters necessary to support the continued and uninterrupted disposition of surplus plutonium depending on DOE's decision to build and operate the proposed small-scale plutonium vitrification nonproliferation capability
- Delivery of at least 12,750,000 gallons of salt waste, fully conforming with SWPF salt feed waste acceptance criteria, to SWPF for processing, in keeping with SWPF's capability to receive and process salt waste; and readiness to supply adequate salt waste feed to support the continued and uninterrupted SWPF operations
- Vault construction at the SDF conducted in full support of the sustained disposal of low-level waste at the SDF throughout the basic term of the contract and in accordance with Section C.2.1.1, including all its subparts; and construction activities staged to support the continued and uninterrupted disposal of low-level waste at the SDF
- Waste Removal operations planned and conducted throughout the basic term of the contract to maintain a constant source of waste feed to Liquid Waste processing

facilities in keeping with each facility's capability to receive and process waste; and planned and staged to support a continued and uninterrupted source of waste feed to Liquid Waste processing facilities

- Sludge waste feed processing to maximize sludge waste throughput at DWPF consistent with DWPF's capability to receive and process waste; and planned and staged to maximize continued and uninterrupted sludge waste throughput at DWPF
- Biannual delivery of a system plan for successful mission achievement of Project Baseline Summary (PBS) 0014C
- Annual delivery of a Liquid Waste Disposition Processing Plan

Underlying the DWPF canister production Contract End State specified above, two major DWPF outages, each four months in duration, are forecast for the purposes of replacing a failing or failed melter during the basic term of the contract.

The Contractor is responsible for achievement of the following contract end states for Option 1 of the contract (2-Year Option Period: April 1, 2015, through March 31, 2017)

- Operational closure of noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
  - Two tanks operationally closed by September 30, 2015
- Planning and execution of activities necessary to support the future operational closure of noncompliant liquid radioactive waste storage tanks in accordance with the following schedule
  - One tank operationally closed by September 30, 2019
  - An additional three tanks operationally closed by September 30, 2020
  - An additional six tanks operationally closed by September 30, 2022
- Production of at least 440 DWPF canisters at optimal sludge and salt waste loadings in keeping with achievement of all other contract end state requirements and support of the proposed small-scale plutonium vitrification nonproliferation capability if implemented
- Procurement and delivery to the SR M&O contractor of the requisite number of special 'magazine' equipped DWPF canisters necessary to support the continued and uninterrupted disposition of surplus plutonium depending on DOE's decision to build and operate the proposed small-scale plutonium vitrification nonproliferation capability
- Delivery of at least 12,000,000 gallons of salt waste, fully conforming with the SWPF salt feed waste acceptance criteria, to SWPF for processing, in keeping with SWPF's capability to receive and process salt waste; and readiness to supply adequate salt waste feed to support continued and uninterrupted SWPF operations
- Vault construction at the SDF conducted in full support of the sustained disposal of low-level waste at the SDF throughout the Option 1 term of the contract and in accordance with Section C.2.1.1, including all its subparts; and construction

activities staged to support the continued and uninterrupted disposal of low-level waste at the SDF

- Waste Removal operations planned and conducted throughout the Option 1 term of the contract to maintain a constant source of waste feed to Liquid Waste processing facilities in keeping with each facility's capability to receive and process waste; and planned and staged to support a continued and uninterrupted source of waste feed to Liquid Waste processing facilities
- Sludge waste feed processing to maximize sludge waste throughput at DWPF consistent with DWPF's capability to receive and process waste; and planned and staged to maximize continued and uninterrupted sludge waste throughput at DWPF
- Biannual delivery of a system plan for successful mission achievement of Project Baseline Summary (PBS) 0014C
- Annual delivery of a Liquid Waste Disposition Processing Plan

Underlying the DWPF canister production Contract End State specified above, no major DWPF outages are forecast for the purposes of replacing a failing or failed melter during the Option 1 term of the contract.

The Contractor is responsible for achievement of the following contract end state for Option 2 of the contract (Operation of SWPF During 2-Year Option Period: April 1, 2015, through March 31, 2017)

Processing of at least 12,000,000 gallons of salt waste at SWPF to yield a high-activity salt stream which meets waste feed acceptance criteria for processing at DWPF and a low-activity salt stream which meets waste feed acceptance criteria for processing and disposal at the Saltstone Facility, in keeping with these facilities' capabilities to receive and process these SWPF output waste streams.



## **C.1 – LIQUID WASTE STABILIZATION AND DISPOSITION**

Planning, oversight, engineering, operations, surveillance, maintenance, upgrade and modification are functions inherent to all elements of Liquid Waste Stabilization and Disposition. The Contractor shall perform these functions, as necessary, in executing the workscope described below.

### **C.1.1 Waste Removal and Tank and Associated Facilities Closure**

#### **C.1.1.1 Waste Removal**

The Contractor shall remove sludge waste from liquid radioactive waste tanks to support the preparation of sludge batches to serve as feed to the DWPF. The Contractor shall also plan for and stage salt waste feed from the liquid radioactive waste tanks to support the operation of ARP/MCU and SWPF. The Contractor shall ensure that sufficient salt waste feed is supplied to such salt processing operations to support their maximum operating capacities once operational. The Contractor shall effectively couple waste removal activities with sludge and salt waste feed preparation activities to assure that adequate sludge and salt waste feed is continuously available to all waste processing unit operations. Waste removal activities consisting of 1) bulk waste removal, 2) tank waste heel removal, 3) tank annulus waste removal, as necessary, 4) tank and annulus cleaning, and 5) sampling and characterization of residual source terms, shall also be conducted to support tank closure activities.

#### **C.1.1.2 Tank and Associated Facilities Closure**

The Contractor shall operationally close and isolate noncompliant liquid radioactive waste tanks and associated facilities. Operational closure consists of those actions following completion of waste removal activities which bring liquid radioactive waste tanks and associated facilities to a state of readiness for final closure of the tank farms complex. Operational closure consists of: 1) filling the tank, tank annulus, and tank cooling coils with grout, 2) disabling waste transfer lines and tank ventilation systems, and 3) capping all tank risers. All operational tank and associated facilities closures will be conducted in accordance with the applicable determination by the Secretary of Energy under Section 3116(a) of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005, the associated 3116 basis, State-approved closure plans, and any applicable agreements and Consent Orders. The Contractor shall prepare draft Section 3116 basis documents and related performance assessments for the tanks to be closed. The Contractor shall also meet all requirements imposed by Section C.2.1, including all its subparts, and imposed by and contained within Contractor-developed, State-approved closure plans.

## C.1.2 Waste Treatment

### C.1.2.1 Defense Waste Processing Facility Operations

The Contractor shall operate the DWPF to process sludge and salt feed streams into a vitrified waste form that meets or exceeds all requirements for interim storage at SRS and all requirements set forth by EM and the DOE Office of Civilian Radioactive Waste Management (RW) regarding the acceptability of the vitrified waste form for disposal in a licensed Federal Repository. The Contractor shall endeavor to maximize DWPF waste throughput. The Contractor shall ensure the availability of a spare melter to effect a timely replacement of an operational melter in the event its failure. *(Note: This requirement begins upon availability of Melter #4).* The Contractor shall also provide for safe storage of failed melters by anticipating the need for and constructing failed melter boxes and Failed Equipment Storage Vaults (FESV).

DOE has identified a preferred alternative for the disposition of up to 13 Metric Tons (MT) of DOE-EM surplus non-pit plutonium using a combination of technologies, including the proposed small-scale plutonium vitrification nonproliferation capability if needed. If DOE decides this capability is needed, the SR M&O contractor would be responsible for developing the capability to: 1) vitrify surplus plutonium into a lanthanide borosilicate glass matrix, 2) package the plutonium glass form into Bagless Transfer Cans, 3) load these vitrified plutonium cans into 'magazines' installed inside empty DWPF canisters, and 4) transport the DWPF canisters containing the vitrified plutonium loaded magazines to DWPF for turnover to the Contractor. The Contractor would be responsible for processing these canisters through DWPF, filling the remaining space in the canisters with HLW glass, and transporting and storing the canisters in GWSB vaults. DWPF operations in support of the proposed small-scale plutonium vitrification nonproliferation capability, if implemented, are projected to begin in 2013, following the start of SWPF operations, and continue through 2019 at a projected rate of 132 canisters per year. Over the life of the proposed small-scale plutonium vitrification nonproliferation capability, if implemented, 790 DWPF canisters containing the vitrified plutonium canisters are projected to be produced.

Project management responsibility for the proposed small-scale plutonium vitrification nonproliferation capability construction line item, including construction activities in DWPF, would be assigned to the SR M&O contractor; however the Contractor would have approval authority over all proposed modifications to DWPF and any other Liquid Waste facilities and would be responsible for overall operational activities within its facilities and the affected facilities' safety bases relating to plutonium disposition.

If DOE decides to pursue the proposed small-scale plutonium vitrification nonproliferation capability, the Contractor shall be responsible for:

- Coordination with and support of SR M&O contractor installation of DWPF upgrades necessary to support the plutonium disposition mission

- Development of necessary safety basis and procedural upgrades to support receipt, pouring and storage (pre- and post-pouring) of DWPF canisters containing vitrified plutonium
- Procurement and delivery of DWPF canisters equipped with specified 'magazines' to the SR M&O contractor on a mutually agreed schedule
- Receipt, pouring and storage (pre- and post-pouring) of plutonium-bearing DWPF canisters on a mutually agreed upon schedule with the SR M&O contractor

#### **C.1.2.2 Deliquification, Dissolution and Adjustment Process Operations**

The Contractor shall complete DDA activities to disposition Tank 41H waste in compliance with Section C.2.1.1, including all its subparts.

#### **C.1.2.3 Actinide Removal Process/Modular Caustic Side Solvent Extraction Unit Operations**

The Contractor shall operate the ARP and the MCU pending startup of the SWPF to treat dissolved saltcake waste in compliance with Section C.2.1.1, including all its subparts, and deliver a low-activity clarified salt solution waste stream (i.e., treated to remove actinides, strontium and cesium) as feed to the SPF for processing and to derive a high-activity concentrated radioactive cesium and actinide/strontium salt stream as feed for processing at the DWPF.

#### **C.1.2.4 Saltstone Facility Operations**

##### **C.1.2.4.1 Saltstone Processing Facility Operations**

The Contractor shall operate the SPF to process low-activity waste for disposal at the SDF.

The Contractor shall complete construction of a waste feed holding vessel known as the Saltstone Feed Facility (SFF) and operate and maintain the SFF to receive, store and supply waste feed to the SPF. SFF shall be available for service upon SWPF startup.

##### **C.1.2.4.2 Saltstone Disposal Facility Operations**

The Contractor shall operate the SDF for the permanent disposal of low-level radioactive waste in compliance with Section C.2.1.1, including all its subparts. The Contractor shall construct disposal vaults in full support of the sustained disposal of low-level waste at the SDF and in compliance with Section C.2.1.1, including all its subparts to assure the availability of adequate vault space to support SPF operations throughout the period of the contract and construction activities shall be staged to support the continued and uninterrupted disposal of low-level waste at the SDF.

### **C.1.2.5 Effluent Treatment Facility Operations**

The Contractor shall operate the ETF for the processing of low-activity radioactive wastewater from site operations to enable the free release of treated water to the environment and transfer of concentrated low-activity waste as feed to the SPF. For the Liquid Waste system, this includes evaporator overheads and other wastewater discharges from Liquid Waste system facilities.

### **C.1.2.6 Salt Waste Processing Facility Operations (Option 2)**

DOE may elect to exercise a contract option for the Contractor to assume responsibility for operation and maintenance of the SWPF. Option 2 covers the same 2-year time period as Option 1 (see Section B.2), i.e., 2 years beyond the end of the basic term of the contract.

Should DOE elect to exercise Option 2, the Contractor shall operate and maintain the SWPF to process the salt waste feed stream resulting from tank waste removal operations to produce: a high-activity waste feed stream for processing at the DWPF, which meets all DWPF waste acceptance criteria, and a low-activity waste feed stream to the SPF, which meets all SPF waste acceptance criteria.

## **C.1.3 Base Operations**

### **C.1.3.1 F and H-Tank Farm Base Operations**

The Contractor shall operate the F and H-Area tank farms to receive, concentrate, and store liquid radioactive waste influents in support of ongoing site activities and ensure the continued operability and structural integrity of the existing liquid radioactive waste tanks, waste evaporator facilities and waste transfer systems.

#### **Waste Receipt**

The Contractor shall accept: 1) appropriately characterized liquid waste from H Canyon operations that has no viable alternative path to disposition; 2) liquid waste resulting from ETF operations that does not otherwise have a disposition path, and 3) other material as may be directed by the Contracting Officer (CO). Waste influents to the tank farms shall be presumed to be approximately 300,000 gallons per year. However, the Contractor will be expected to accommodate influents to the tank farms at rates and volumes which do not prevent achievement of the performance objectives contained herein.

### **Waste Concentration and Storage**

The Contractor shall concentrate waste influents to the tank farms including those associated with the Contractor's execution of the Liquid Waste workscope described herein. There are three existing operational tank farm evaporators (2F, 2H & 3H) available to the Contractor to achieve this objective.

The Contractor shall, at a minimum, maintain adequate available tank space in keeping with the Authorization Basis (AB) for the tank farms and to permit execution of the workscope described herein in accordance with approved plans and schedules. The Contractor shall endeavor to identify and take steps to increase available tank space and reduce tank space availability as a risk factor.

### **Tank 48H Waste Disposition and Return to Service**

The Contractor shall complete the effort to disposition Tank 48H waste, in accordance with Section C.2.1.1, including all its subparts, and shall complete all steps necessary to return Tank 48H to unrestricted tank farm service. It is anticipated that this work will be initiated under a subcontract to the incumbent contractor and that the subcontract will be in place prior to award of this contract. During transition, this subcontract will be assigned to the Contractor.

### **Sludge Waste Feed Preparation**

The Contractor shall prepare sludge waste feed to sustain DWPF vitrification operations. Extended Sludge Processing (ESP) in H-Tank Farm currently serves the function of accepting sludge from waste removal operations and processing it into sludge waste feed suitable for processing at DWPF. The Contractor shall effectively couple tank waste removal operations with sludge waste feed processing operations to provide sludge waste: 1) within compositional ranges that support sludge waste blending and processing into batches that meet DWPF prescribed feed specifications, and 2) in sufficient volume to assure the continuous availability of sludge waste feed to DWPF to maximize DWPF throughput. The Contractor shall also stage sludge waste feed processing operations to provide confidence that DWPF vitrification operations can be sustained into the post-contract period.

#### **C.1.3.2 Glass Waste Storage Facilities Operations**

The Contractor shall operate existing GWSB #1 and #2 and any future GWSB that commences operation during the term of the contract, as directed by the CO, to store waste glass canisters produced at the DWPF on an interim basis pending shipment offsite for disposal at a licensed Federal Repository. DOE anticipates the future need for additional waste glass canister interim storage capacity beyond that afforded by the existing GWSBs and considers it likely that a project to construct a third GWSB will be executed during the term of the contract. It is further anticipated that this construction

project will be executed under a separate contract. Should this occur, the Contractor shall, throughout the period of this project, provide interface coordination and support, as appropriate, to ensure that the completed project will support ongoing DWPF operations.

### **C.1.3.3 Canister Shipping Facility Interface, Coordination and Operations**

#### **C.1.3.3.1 Canister Shipping Facility Project Interface and Coordination**

A project to design and construct a CSF may be initiated during the term of this contract. It is anticipated that this project will be executed under a separate contract. Should this occur, the Contractor shall, as directed by the CO, throughout the period of this project, provide interface coordination and support, as appropriate, to help ensure the timely execution of this project and turnover to the Contractor for operation. The Contractor has lead responsibility for interface and coordination with regulatory agencies for environmental permits related to CSF operations.

#### **C.1.3.3.2 Canister Shipping Facility Operations**

The Contractor shall, as directed by the CO, operate any Canister Shipping Facility constructed during the term of this contract (basic term and Option 1 term) in support of the transport of DWPF canisters to a facility to be identified by RW, in accordance with an EM and RW approved DWPF canister shipment and receipt schedule.

### **C.1.3.4 Salt Waste Processing Facility Interface and Coordination**

The Contractor shall fully support the timely execution of the SWPF Project throughout its design, construction, startup and radioactive operations. While the SWPF Project contractor bears ultimate responsibility for the timely and effective execution of this project, the success of the project also depends upon on the timely and effective execution of necessary interfaces with the Liquid Waste system. The Contractor shall work with the SWPF Project contractor to: 1) identify necessary interfaces between the SWPF Project and the Liquid Waste system, 2) identify appropriate actions to assure the interfaces are fully addressed, and 3) agree as to respective responsibilities for addressing the interfaces. The Contractor shall execute its agreed-upon/assigned responsibilities to adequately address identified interfaces in a timely and effective manner. The interfaces to be addressed include both physical and operational, and will necessitate the development of appropriate procedures to assure a smooth transition of SWPF operations into the Liquid Waste system.

## C.2 – LIQUID WASTE PROGRAM SUPPORT

This Section describes the scope of the support functions to be performed by the Contractor associated with the safe and effective execution of the Statement of Work. In some cases, the Contractor shall bear full responsibility for performance of necessary support functions. In other cases, substantial support will be provided to the Contractor by DOE via other site contractors. Section J, Appendix N identifies support functions to be performed by SR contractors, including the Contractor, and specifies the respective responsibilities of the involved SR contractors. In addition to, or in conjunction with, the support responsibilities specified in this section, the Contractor is responsible for execution of all assigned responsibilities specified in Section J, Appendix N.

### C.2.1 Waste Determinations

#### C.2.1.1 Conformity with Section 3116 Determination, Permit and Other Matters

In accordance with section 3116(a) of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005, the Secretary of Energy, in consultation with the Nuclear Regulatory Commission, determined in January 2006 that disposal of certain treated, solidified low-activity radioactive salt waste from reprocessing meets the criteria in section 3116(a), is not high level waste, and may be disposed of as low level waste in the Saltstone Disposal Facility (SDF). The Secretary's Determination is set forth in the *Section 3116 Determination for Salt Waste Disposal at the Savannah River Site* (DOE-WD-2005-001, January 2006). The Secretary's Determination was based on the rationale and analysis in the Department of Energy's *Basis for Section 3116 Determination for Salt Waste Disposal at the Savannah River Site* (DOE-WD-2005-001, January 2006), and its attachments and references. In addition, the South Carolina Department of Health and Environmental Control issued a modified permit in 2007 for disposal of this treated, solidified low-activity radioactive salt waste in the Modified Permit for the Savannah River Site (SRS) Z-Area Saltstone Disposal Facility, Facility ID No.02550-1603. The Department of Energy and other parties also entered into an agreement in August 2007 concerning the modified permit and other matters; this agreement is memorialized in the August 7, 2007 Consent Order of Dismissal in Natural Resources Defense Council et al. v. South Carolina Department of Health and Environmental Control, et al. (South Carolina Administrative Law Court, August 7, 2007).

The above-referenced documents together specify, among other things, the following two-phase, three-step process to segregate the low-activity fraction of the salt waste and to remove highly radioactive radionuclides from the waste: Deliquification, Dissolution, and Adjustment (DDA); the Actinide Removal Process (ARP) and a Modular Caustic Side Solvent Extraction Unit (MCU); and the Salt Waste Processing Facility (SWPF) (augmented as necessary by ARP). DDA, ARP and MCU are sometimes referred to as interim processing.

### C.2.1.1.1 Required Conformity

a. The Contractor's processing, treatment, and disposal activities shall conform to, follow, and adhere to the following:

- 1) the Secretary of Energy's *Section 3116 Determination for Salt Waste Disposal at the Savannah River Site* (DOE-WD-2005-001, January 2006) ("3116 Determination");
- 2) the Department of Energy's *Basis for Section 3116 Determination for Salt Waste Disposal at the Savannah River Site* (DOE-WD-2005-001, January 2006) ("3116 Basis") (NOTE: Numerous documents are attached to the 3116 Basis.);
- 3) the Modified Permit for the Savannah River Site (SRS) Z-Area Saltstone Disposal Facility, Facility ID No.02550-1603, January 23, 2007 ("Permit"); and
- 4) applicable paragraphs, including paragraphs 4, 5, and 6, of the August 7, 2007 Consent Order of Dismissal in Natural Resources Defense Council et al. v. South Carolina Department of Health and Environmental Control, et al. (South Carolina Administrative Law Court, August 7, 2007) ("Consent Order").

NOTE: In certain respects, the Permit and Consent Order identified above contain requirements and commitments which are more limiting or restrictive than what was assumed in the 3116 Basis; the more limiting or restrictive requirement or commitment shall take precedence.

b. Conformity with the documents listed in section C.2.1.1.1.a. includes but is not limited to:

- 1) the processing and disposal of salt waste treated by DDA alone shall be limited to only that material contained in Tank 41H as of June 9, 2003 (approximately 1.23 million gallons) and associated low level waste streams used to adjust salt to meet processing requirements described in Permit Condition A.1.a. and Consent Order paragraph 4;
- 2) the waste from Tank 48H shall be treated and disposed of through treatment and destruction of organic materials in the waste resident in Tank 48H, as described in Permit Condition A.1.b. and Consent Order paragraph 4;
- 3) the processing and disposal of waste using ARP and MCU shall comply with permit Condition A.1.c., as referenced in Consent Order paragraph 13;



- 4) the waste disposed of in the SDF shall meet the Land Disposal Restrictions contained in S.C. Code Ann. Regs. 61-79.268, as specified in Consent Order paragraph 11;
- 5) the waste disposed of in the SDF shall not contain hazardous constituents, as specified in Consent Order paragraph 11;
- 6) hazardous waste as defined by the South Carolina Hazardous Waste Management Regulations shall not be disposed of in SDF at any time, as specified in Permit Condition B.3.;
- 7) all conditions and terms of the Permit shall be complied with, including any permit modifications needed to comply with the Consent Order;
- 8) all terms of the Consent Order shall be complied with;
- 9) the total curies disposed of in SDF shall not be increased above that discussed in the 3116 Basis;
- 10) the total volume of waste, and the total curies, processed with interim processing shall not be increased above that discussed in the 3116 Basis;
- 11) the total curies processed with SWPF shall not be decreased below that discussed in the 3116 Basis;
- 12) waste transfers in the tank farms shall be managed in order to minimize radiation exposures to workers, minimize radiation exposures to the public, and reduce the risk to the environment;
- 13) the properties of the grout to be added to the waste in the Saltstone Production Facility (SPF) shall not be altered so as to decrease grout performance, decrease saltstone performance or decrease saltstone durability from that discussed in the 3116 Basis;
- 14) the waste disposed of in the SDF shall meet the concentration limitation for Class C low-level waste as set out in 10 CFR 61.55;
- 15) the processing and disposal of salt waste in vault 4 of the SDF shall not alter the analyses in the 3116 Basis which demonstrate that disposal of solidified salt waste in the SDF meets the concentration limitation for Class C low level waste in 10 CFR 61.55;
- 16) the waste disposed of in the SDF shall be in compliance with the performance objectives in 10 CFR Part 61, subpart C;

- 17) the processing and disposal of salt waste shall not adversely alter the analysis in the 3116 Basis which demonstrates compliance with the performance objectives in 10 CFR Part 61, subpart C; and
- 18) use of “old style” single-shell tanks that lack full secondary containment, for salt waste processing or disposal activities, or reintroduction of salt waste into such tanks, shall be minimized.

#### **C.2.1.2 Future 3116 Determinations and Related Matters**

The Secretary of Energy, in consultation with the Nuclear Regulatory Commission, may make other determinations pursuant to section 3116(a) of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005 concerning, for example, closure of one or more Liquid Waste tanks and associated Liquid Waste facilities at the Savannah River Site. The Contractor shall conform to, follow, and adhere to: any future 3116 determinations by the Secretary; the associated 3116 basis; any permits and state-approved closure plans; and any agreements or consent orders concerning the Liquid Waste system.

#### **C.2.2 Environment, Safety, and Health (ES&H) Support and Assurance**

The Contractor shall implement and conduct a comprehensive ES&H program that provides for the protection of workers, the public, and the environment in accordance with the clause in Section I, entitled “Integration of Environment, Safety and Health into Work Planning and Execution” and consistent with the overarching ES&H program implemented by the SR M&O Contractor. The Contractor shall include provisions for the protection of human health and safety and the environment in all activities for which it has contractual responsibilities. The Contractor shall implement and continuously improve the existing ES&H program and shall conduct its activities in full compliance with DOE ES&H requirements. The Contractor shall also coordinate with the SR M&O Contractor for issues pertaining to site-wide ES&H matters as specified herein and Section J, Appendix N.

The Contractor shall include, at a minimum, the following disciplines as part of its ES&H program:

- Nuclear safety (including criticality safety)
- Occupational, industrial, and construction safety
- Transportation safety
- Industrial hygiene
- Occupational medicine
- Quality Assurance
- Fire protection
- Radiation protection

- Emergency operations
- Emergency preparedness (including coordination with outside agencies)
- Hazardous material management
- Environmental compliance, management and protection
- Pollution prevention and waste minimization
- Technical training and qualification
- Conduct of operations and occurrence reporting
- Radiological assistance and/or support for emergency response
- Contractor assurance system (e.g., assessment programs, event reporting, worker feedback, issues management, lessons learned, and performance monitoring)

As part of its overall performance assurance program, the Contractor shall implement and maintain an Integrated Safety Management System (ISMS) for the Liquid Waste program that is consistent, as confirmed by DOE assessment, with the ISMS implemented and maintained by the SR M&O contractor. The Contractor shall submit and maintain an ISMS System Description document. Pending the initial issuance and approval of its ISMS program, the Contractor shall implement the existing ISMS program established by the predecessor contractor and documented in its ISMS Description Document. The Contractor shall provide support for any activity on site, as needed, in emergency situations. The Contractor shall also provide ES&H support to others when directed by the CO. This may include activities such as onsite and offsite environmental analysis and assisting in the preparation of required regulatory information. The Contractor shall immediately report to DOE any ES&H related issues arising with its adherence to the SR M&O contractor's overarching site-wide ES&H program which it cannot resolve with the SR M&O contractor.

The Contractor shall implement and maintain a set of requirements to ensure the protection of human health and safety and the environment. In the event the Contractor becomes out of compliance, appropriate action to protect human health and safety and the environment shall be taken until compliance is reestablished. When activities are not in compliance with appropriate requirements, the Contractor shall accept violation notices and be responsible to pay any resulting fines assessed in accordance with the clause in Section H, entitled "Allocation of Liability for Fines and Penalties to Responsible Party."

The Contractor shall work effectively with other site contractors, subcontractors, external regulators, and others (e.g., the Defense Nuclear Facilities Safety Board) to maintain and improve ES&H performance at SRS. The Contractor shall ensure ES&H excellence in subcontractor performance and flowdown of all applicable requirements to subcontractors. The Contractor shall consider ES&H past performance as an evaluation factor in the selection of subcontractors performing work in Government-owned or leased facilities.

The Contractor shall periodically evaluate its ES&H program for effectiveness by using both self and independent assessments, monitor ES&H performance continuously by the use of ES&H

performance indicators, and affect continued ES&H improvement in a cost effective manner. The Contractor shall use these tools and others identified in its contractor assurance system in its pursuit to be the DOE complex-wide leader in self-assessing compliance with ES&H requirements.

The Contractor shall be compliant with all permits it is individually responsible for with the State and for those portions of permits it is responsible for with the State which may be held by DOE or other site contractors. The Contractor shall anticipate and seek new permit authority should the need arise.

### **C.2.3 Development and Maintenance of Safety Documentation**

The Contractor shall develop, maintain, and perform work in accordance with safety bases for all Liquid Waste hazard category 1, 2, and 3 nuclear facilities. The major components of the safety basis for a nuclear facility include the Documented Safety Analysis (DSA), the Technical Safety Requirements (TSRs), and an Unreviewed Safety Question (USQ) process.

In accordance with ISMS principles, the Contractor shall ensure that facilities that contain different types of hazards are addressed in a systematic and integrated manner. The Contractor shall operate its facilities in accordance with applicable documented safety bases.

### **C.2.4 Engineering, Design and Construction Services**

The Contractor shall plan and integrate all engineering, design, procurement and construction services. The Contractor shall be the engineering, design and construction manager for all aspects of the Liquid Waste workscope, including maintenance and repair. The Contractor shall utilize appropriate contracting mechanisms for engineering, design and construction services, with a preference for fixed-price contracting to the maximum extent practicable. DOE reserves the right to assign responsibility for individual projects to organizations other than the Contractor.

#### **C.2.4.1 Engineering Services**

The Contractor shall provide or procure engineering services to implement programs for:

- Systems engineering
- Configuration management
- Suspect parts

#### **C.2.4.2 Design and Construction Services**

The Contractor shall:

- Ensure all customer/engineering/construction interfaces and requirements of all functions including research and development, operations, maintenance,

environmental protection, design review, staffing, training, operational readiness and startup are properly reflected in designs

- Provide a proven, systematic project management system which provides cost estimating, scheduling, and change control systems for maintenance of an appropriate baseline
- Provide or procure architect-engineering services as required to support the design of facilities
- Provide or procure construction services as required to meet project requirements
- Provide other services, such as: schedule coordination to avoid conflict with other projects; construction site orientation; safety program monitoring; utility service coordination; quality assurance and inspection; determination of progress payments for work accomplished; change management; and management of construction goods and services
- Include cost, technical, and schedule performance measures in subcontracts

### **C.2.5 Operations Support**

The Contractor shall provide necessary operations support functions for all aspects of the Liquid Waste workscope including, but not limited to oversight, surveillance, maintenance, and system modifications and upgrades. Note: This scope does not include the activity-specific operation support functions identified in Section C.1.

The Contractor is responsible for any other support except that to be provided to the Contractor by other SR contractors delineated in Section J, Appendix N, and by the Government in the form of the Government Furnished Services and Items (GFS&I) delineated in Section J, Appendix L.

### **C.2.6 Planning, Administrative and Business Services**

The Contractor shall provide planning and administrative services for all aspects of the Liquid Waste workscope. The Contractor shall provide landlord and custodial services for real and personal property assigned to the Liquid Waste program, including facilities identified in Attachment C-2. Services include, but are not limited to:

- Strategic planning, program planning, and long and short range planning
- Facility and site use planning
- Program integration planning involving other DOE organizations and contractors
- Procurement
- Accounting, budgeting and financial management
- Personnel administration and labor relations
- Information resources management, development, and operation

- Property management
- Legal
- Administrative services
- Public Affairs

The Contractor shall provide input to the SR M&O contractor's planning and administrative activities as specified in Section J, Appendix N.

### **C.2.7 Analytical Laboratory Support**

The Contractor shall operate and maintain the DWPF laboratory in support of DWPF operations. The Contractor may use the services of other SRS analytical laboratories, e.g., the Savannah River National Laboratory and the Central Laboratory. These other SRS analytical laboratories will be operated and maintained by the SR M&O contractor. The Contractor shall reimburse the SR M&O contractor for the costs of analytical services performed by these other SRS analytical laboratories.

### **C.2.8 Radiological Assistance Program Support**

The Contractor shall support the DOE/NNSA Radiological Assistance Program for Region 3 (North Carolina, South Carolina, Georgia, Florida and Alabama) by making specially designated personnel available to serve on RAP Team deployments. Presently, there are five individuals in the Liquid Waste program that are designated to this collateral duty. The Contractor shall, as directed by the CO, support RAP personnel maintenance of qualifications through RAP training attendance, and participation in RAP training exercises. The funds associated with RAP personnel deployment and training will be separately provided by the DOE/NNSA. A fact sheet that describes the RAP program can be found at the National Nuclear Security Administration Office of Public Affairs web site: <http://www.doeal.gov/opa/Freedom.htm>

**C.3 – RESPONSIBILITIES FOR SPONSORSHIP, MANAGEMENT AND  
ADMINISTRATION OF CONTRACTOR EMPLOYEE PENSION AND OTHER  
BENEFIT PLAN**

The Contractor shall become a sponsor of the Multiple Employer Pension Plan (MEPP) for Incumbent Employees, with responsibility for management and administration of the plan. The Contractor shall also sponsor and be responsible for management and administration of welfare benefit plans for Incumbent Employees. In addition, the Contractor shall sponsor and be responsible for management and administration of the pension and medical benefit plans for Non-Incumbent Employees. The requirements associated with these responsibilities are set forth in Section H.9, Employee Compensation: Pay and Benefits.

## Attachment C-1 – Overview of the Liquid Waste System

### Background

The Liquid Waste system is the integrated series of facilities at Savannah River Site (SRS) that safely manage the existing waste inventory and disposition waste stored in the tanks into a final glass or grout form. This system includes facilities for storage, evaporation, waste removal, pre-treatment, vitrification, and disposal.

Since it became operational in 1951, SRS, a 300-square-mile DOE Complex located in the State of South Carolina, has produced nuclear material for national defense, research, medical, and space programs. The separation of fissionable nuclear material from irradiated targets and fuels resulted in the generation of large quantities of radioactive waste which are currently stored onsite in large underground waste storage tanks. Approximately 36.5 million gallons (Mgal) of radioactive waste are currently stored at SRS. Most of the tank waste inventory is a complex mixture of chemical and radioactive waste generated during the acid-side separation of special nuclear materials and enriched uranium from irradiated targets and spent fuel using the Plutonium-Uranium Extraction (Purex) process in F-Canyon and the modified Purex process in H Canyon (referred to as H-Modified or simply HM). Waste generated from the recovery of Plutonium-238 in H Canyon for the production of heat sources for space missions is also included. The waste was converted to an alkaline solution; metal oxides settled as sludge; and supernate evaporated to form saltcake.

The variability in both nuclide and chemical content is due to the fact that waste streams from the 1<sup>st</sup> cycle (high heat) and 2<sup>nd</sup> cycle (low heat) extractions from each canyon were stored in separate tanks to better manage waste heat generation. When these streams were neutralized with caustic, the resulting precipitate settled into four characteristic sludges presently found in the tanks where they were originally deposited. The soluble portions of the 1<sup>st</sup> and 2<sup>nd</sup> cycle waste were similarly partitioned but have and continue to undergo blending in the course of waste transfer and staging of salt waste for evaporative concentration to supernate and saltcake. Historically, fresh waste receipts have been segregated into four general categories in the SRS Tank Farms: Purex high-activity waste, Purex low-activity waste, HM high-activity wastes and HM low-activity wastes. Because of this segregation, settled sludge solids contained in tanks that received fresh waste are readily identified as one of these four categories. Fission product concentrations are about three orders of magnitude higher in both Purex and HM high-activity waste sludges than the corresponding low-activity waste sludges.

Because of differences in the Purex and HM processes, the chemical compositions of principal sludge components (iron, aluminum, uranium, manganese, nickel, and mercury) also vary over a broad range between these sludges. Combining and blending salt solutions has tended to reduce soluble waste into blended Purex salt and concentrate and HM salt and concentrate, rather than maintaining four distinct salt compositions. Continued blending and evaporation of the salt solution deposits crystallized salts with



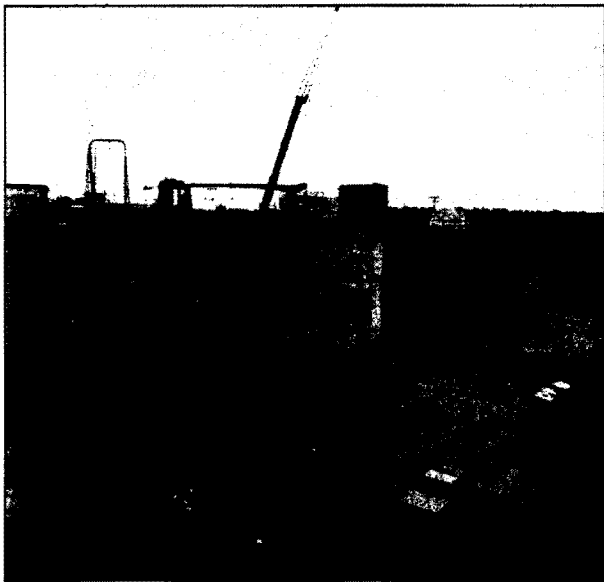
overlying and interstitial concentrated salt solution in salt tanks located in both Tank Farms. More recently with transfers of sludge slurries to sludge washing tanks, removal of saltcakes for tank closure, receipts of Defense Waste Processing Facility (DWPF) Recycle, and space limitations restricting full evaporator operations, salt solutions have been transferred between the two Tank Farms. Intermingling of Purex and HM salt waste will continue until large scale salt processing can begin.

Continued long-term storage of these radioactive wastes poses an environmental risk. Since the startup of DWPF in 1996, SRS has been removing waste from tanks, pre-treating it, vitrifying it, and pouring the vitrified waste into canisters for long-term disposal in a Federal repository. As of April 30 2007, 2,306 canisters of vitrified waste have been produced at DWPF. All canisters vitrified to date contain sludge-only waste.

Figure 1, found on page C-31, presents a lifecycle process flowsheet for the Liquid Waste system.

**Tank Storage**

SRS has a total of 51 underground waste storage tanks, all of which were placed into operation between 1954 and 1986. There are four types of waste tanks – Types I through IV. Type III tanks are the newest tanks and were placed into operation between 1969 and



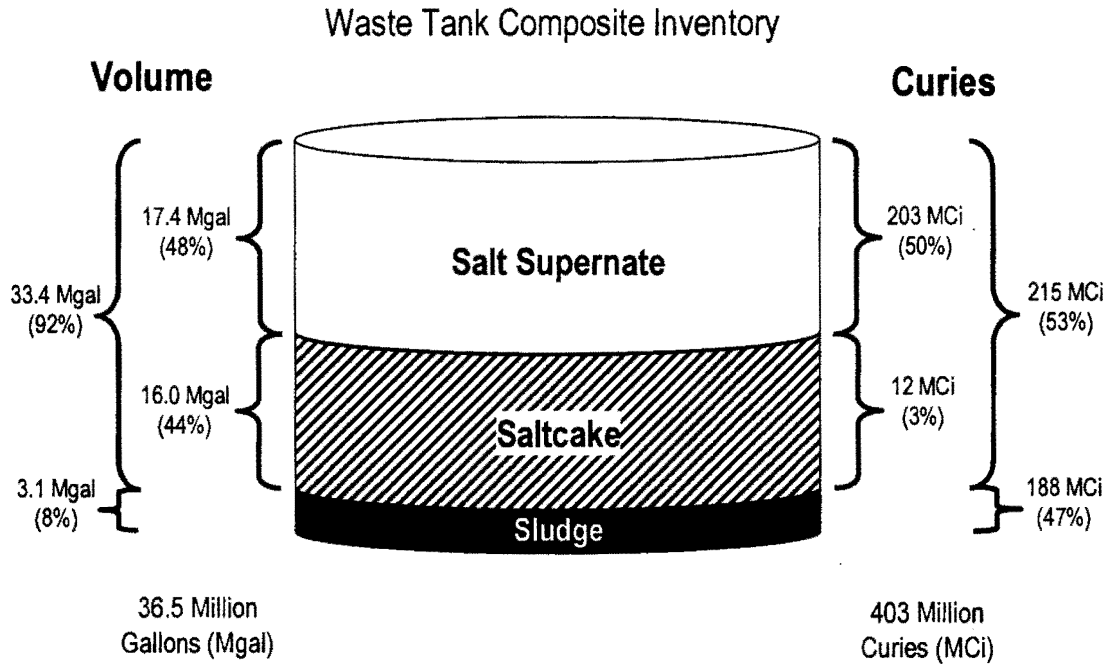
Tanks under construction. Note tank size relative to construction workers. Later, dirt was backfilled around the tanks to provide shielding.

1986. There are a total of 27 Type III tanks. These tanks meet current Environmental Protection Agency (EPA) requirements for full secondary containment and leak detection. The remaining 24 tanks do not have full secondary containment and do not meet EPA requirements for secondary containment. Type I tanks are the oldest tanks and were constructed between 1952 and 1953. Type II waste tanks were constructed between 1955 and 1956. There are eight Type IV tanks that were constructed between 1958 and 1962. Two of these Type IV tanks, Tanks 17F and 20F in F-Tank Farm, have been isolated, operationally closed, and grouted. Twelve tanks without secondary containment have a history of

leakage. Sufficient waste has been removed from these tanks such that there are currently no active leak sites. The first tank, lacking secondary containment, began receiving waste in 1954. This tank is still in service.

Approximately 36.5 Mgal of radioactive waste, containing 403 million curies (MCi) of radioactivity, are currently stored in 49 active waste storage tanks located in two separate locations, H-Tank Farm (29 tanks) and F-Tank Farm (20 tanks). This waste is a complex

mixture of insoluble metal hydroxide solids, commonly referred to as sludge, and soluble salt supernate. The supernate volume is reduced by evaporation which also concentrates the soluble salts to their solubility limit. The resultant solution crystallizes as salts. The crystalline salt solids are commonly referred to as saltcake. The supernate and saltcake combined are referred to as salt waste.



Sludge represents approximately 3.1 Mgal (8% of the total stored waste) and contains approximately 188 MCi (47% of the total radioactivity). Salt waste makes up the remaining 33.4 Mgal (92% of the total stored waste) and contains approximately 215 MCi (53% of total radioactivity). Of that salt waste, the supernate portion accounts for 17.4 Mgal and 203 MCi and the saltcake portion accounts for the remaining 16.0 Mgal and 12 MCi. The sludge contains the majority of the long-lived (half-life greater than 30 years) radionuclides (i.e., actinides) and strontium. The sludge is currently being stabilized in DWPF through a vitrification process that immobilizes the waste in a borosilicate glass matrix.



Sludge consists of insoluble solids that settle to the bottom of a tank. Note the offgas bubbles, including hydrogen generated from radiolysis.

Radioactive waste volumes and radioactivity inventories reported herein are based on the Waste Characterization System (WCS) database, which includes the chemical and

radionuclide inventories on a tank-by-tank basis. WCS is a dynamic database frequently updated with new data from ongoing operations such as decanting and concentrating of free supernate via evaporators, preparation of sludge batches for DWPF feed, waste transfers between tanks, waste sample analyses, and influent receipts such as H-Canyon waste and DWPF Recycle. Volumes and curies referenced herein are current as of February 28, 2007.

Well over 95% of the salt waste radioactivity is short-lived (half-life 30-years or less) Cesium-137 and its daughter product, Barium-137m, along with lower levels of actinide contamination. Depending on the particular waste stream (e.g., canyon waste, DWPF Recycle waste), the cesium concentration may vary. The precipitation of salts following evaporation can also change the cesium concentration. The concentration of cesium is significantly lower than non-radioactive salts in the waste, such as sodium nitrate and nitrite; therefore, the cesium does not reach its solubility limit and only a small fraction precipitates. As a result, the cesium concentration in the saltcake is much lower than that in the supernate and interstitial liquid fraction of the salt waste.



Salt waste can be in normal solution as Supernate (top picture) or, after evaporation, as salt cake (bottom picture) or concentrated supernate. The pipes in all the pictures are cooling coils.

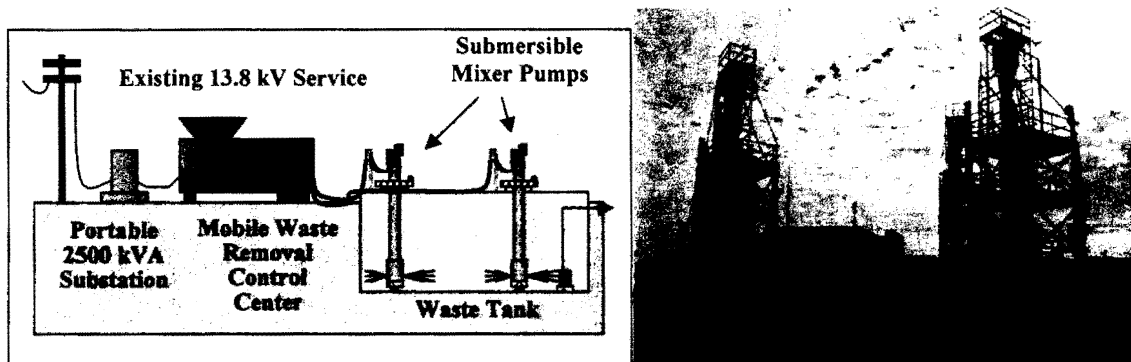
### **Waste Tank Space Management**

To make better use of available tank storage capacity, incoming liquid waste is evaporated to reduce its volume. This is critical because most of the SRS Type III waste storage tanks are already at or near full capacity. Since 1951, the Tank Farms have received over 140 Mgal of liquid waste, of which over 100 Mgal have been evaporated, leaving approximately 36.5 Mgal in the storage tanks. Projected available tank space is carefully tracked to ensure that the Tank Farms do not become “water logged”, a term meaning that so much of the usable Type III compliant tank space has been filled that normal operations and waste removal and processing operations cannot continue. A portion of tank space is reserved at all times as contingency storage space ready to receive a waste transfer should a new tank leak occur. Waste receipts and transfers are normal Tank Farm activities as the Tank Farms receive new or “fresh” waste from the H-Canyon stabilization program, DWPF Recycle, and wash water from sludge washing. The Tank Farms also make routine transfers to and from waste tanks and evaporators. Currently, there is very little “fresh” waste that has not had the water evaporated from it to its maximum extent. The working capacity of the Tank Farms has steadily decreased and this trend will continue until salt processing becomes operational or the system

becomes water logged. Three evaporator systems are currently operating at SRS - the 2H, 3H, and 2F systems.

### Waste Removal From Tanks

During waste removal, inhibited water (IW) (water that has been chemically treated to prevent corrosion of the carbon steel waste tanks) is added to the waste tanks and agitated by slurry pumps. If the tank contains salt, IW and agitation, if required, dilutes the concentrated salt or re-dissolves the saltcake. If the tank contains sludge, IW and agitation suspends the insoluble sludge particles. In either case, the resulting liquid slurry, which now contains the dissolved salt or suspended sludge, can be pumped out of the tanks and transferred to appropriate downstream waste processing unit operations.



The photograph at right depicts the typical waste removal equipment that had been employed at SRS until recently. It includes three to four 45-foot long slurry pumps and one transfer pump or jet. Note the substantial structural steel required to support the suspended pump loads. The drawing above depicts a newer waste removal equipment setup that SRS is presently using. It employs reusable submersible pumps attached to support columns that rest on the tank bottom obviating the need for a large investment in steel superstructure.

Waste removal is a multi-year process. First, each waste tank must be retrofitted with mixing and transfer pumps, infrastructure to support the pumps, and various service upgrades (power, water, air, and/or steam). Then, the pumps are operated to slurry the waste. Initially, the pumps operate near the top of the liquid and are lowered sequentially to the proper depths as waste is slurried and transferred out of the tanks. Waste removal activities remove the bulk of the waste to prepare the tank for closure.

### Safe Disposal of the Waste

The goal is to convert all of the waste into one of two final waste forms: Glass, which will contain 99% of the radioactivity; and Saltstone grout, which will contain most of the volume. Each of the waste types at SRS needs to be treated to accomplish disposal in these two waste forms. The sludge must be washed to remove non-radioactive salts that would interfere with glass production. The washed sludge can then be sent to DWPF for vitrification. The salt must be treated to separate the bulk of the radionuclides from the non-radioactive salts in the waste. Starting in approximately 2012, this separation will be accomplished in the Salt Waste Processing Facility (SWPF). However, until the startup of SWPF, other salt processing alternatives discussed below will be used to accomplish this separation.

## Salt Processing

A DOE technology selection for salt solution processing was completed and a Record of Decision for the Salt Processing Environmental Impact Statement was issued in October 2001. The Record of Decision designated Caustic Side Solvent Extraction (CSSX) as the preferred alternative to be used to separate cesium from the salt waste. The SWPF, which is projected to commence operations in 2012, employs the CSSX process. In January 2006, DOE prepared a Supplemental Analysis and issued an Amended Record of Decision, in which DOE decided to use Deliquification, Dissolution and Adjustment (DDA), the Actinide Removal Process (ARP), and a Modular CSSX Unit (MCU) in the interim before the SWPF begins operation. DDA, ARP and MCU are also known as interim processing. Pursuant to section 3116(a) of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005, the Secretary of Energy, in consultation with the Nuclear Regulatory Commission, determined in January 2006 that disposal of certain treated, solidified low-activity radioactive salt waste from reprocessing meets the criteria in section 3116(a), is not high level waste, and may be disposed of as low level waste in the Saltstone Disposal Facility (SDF). The Secretary's Determination is set forth in the *Section 3116 Determination for Salt Waste Disposal at the Savannah River Site* (DOE-WD-2005-001, January 2006). The Secretary's Determination was based on the rationale and analysis in the Department of Energy's *Basis for Section 3116 Determination for Salt Waste Disposal at the Savannah River Site* (DOE-WD-2005-001, January 2006), and its attachments and references. In addition, the South Carolina Department of Health and Environmental Control issued a modified permit in 2007 for disposal of this treated, solidified low-activity radioactive salt waste in the Modified Permit for the Savannah River Site (SRS) Z-Area Saltstone Disposal Facility, Facility ID No.02550-1603. Among other things, the Modified Permit provides that the processing and disposal of salt waste treated by DDA alone shall be limited. The Department of Energy and other parties entered into an agreement in August 2007 concerning the modified permit and other matters; this agreement is memorialized in the August 7, 2007 Consent Order of Dismissal in National Resources Defense Council et al. v. South Carolina Department of Health and Environmental Control, et al. (South Carolina Administrative Law Court, August 7, 2007).

Accordingly, a two-phase, three-step process shall be used to treat salt waste:

- **Deliquification, Dissolution, and Adjustment (DDA)** —Disposal of salt waste treated by DDA alone shall be limited to that material contained in Tank 41H as of June 9, 2003 (approximately 1.23 Mgal) and associated low level waste streams used to adjust salt to meet processing requirements. This Tank 41H salt waste is relatively low in radioactive content such that the DDA treatment is sufficient to produce a salt waste that meets the Saltstone Processing Facility (SPF) Waste Acceptance Criteria (WAC), can be mixed with a grout matrix at SPF, and disposed in Saltstone Disposal Facility (SDF) vaults. Deliquification is an effective decontamination process because the primary radionuclide in salt is Cesium-137, which is highly soluble. To accomplish the process, the salt is first deliquified by draining and pumping. The deliquified salt is dissolved by adding water and pumping out the salt solution. The resulting salt solution is given time to allow additional insoluble solids to settle prior to being sent to the SPF feed tank. If

necessary, the salt solution may be aggregated with other Tank Farm waste to adjust batch chemistry for processing at SPF.

- **Actinide Removal Process (ARP)** —ARP and the Modular CSSX Unit (MCU) (see below) are facilities which will permit treatment and disposal of certain salt waste pending startup of the SWPF (see below). For salt in certain tanks (other than Tank 41H) that is relatively low in radioactive content, e.g., Tank 25F, extraction of the interstitial liquid will help to reduce Cesium-137 and soluble actinide concentrations, but the Cesium-137 or actinide concentrations remaining in the resulting salt will still exceed the SPF WAC. Salt from these tanks first will be sent to ARP. In ARP, Monosodium Titanate (MST) is added to the waste as a finely divided solid. Actinides are sorbed on the MST and then filtered out of the liquid to produce a low-activity waste stream that is sent to MCU.
- **Modular CSSX Unit (MCU)** —MCU and ARP (see above) are facilities which will permit treatment and disposal of certain salt waste pending startup of the SWPF (see below). Salt waste that is suitable for processing by ARP and MCU will first be sent to ARP for actinide removal and then on to MCU. MCU is a small-scale facility that will employ the CSSX process to remove Cesium-137 from the ARP-treated salt stream to yield a salt waste stream that will meet the SPF WAC.
- **Salt Waste Processing Facility (SWPF)** —this is the full-scale CSSX process. The facility incorporates both the ARP and CSSX process in a full-scale shielded facility capable of handling salt with higher levels of radioactivity. Startup of SWPF is planned for 2012.

### Sludge Processing

Sludge is “washed” to reduce the amount of non-radioactive soluble salts remaining in the sludge slurry. The processed sludge is called “washed sludge.” During sludge processing, large volumes of wash water are generated and must be volume-reduced by evaporation. Over the life of the waste removal program, the sludge currently stored in tanks at SRS will be blended into separate sludge “batches” to be processed and fed to DWPF for vitrification.

### Waste Vitrification

Final processing for the washed sludge and processed salt waste occurs at DWPF. This waste includes MST/sludge from ARP or SWPF, the cesium strip effluent from MCU or SWPF, and the washed sludge slurry. In a complex sequence of carefully controlled chemical reactions, this waste is blended with glass frit and melted to vitrify it into a borosilicate glass form. The resulting molten glass is poured into stainless steel canisters. As the filled canisters cool, the molten glass solidifies, immobilizing the radioactive waste within the glass structure. After the canisters have cooled, they are permanently sealed, and



Canisters being received (prior to being filled with radioactive glass)

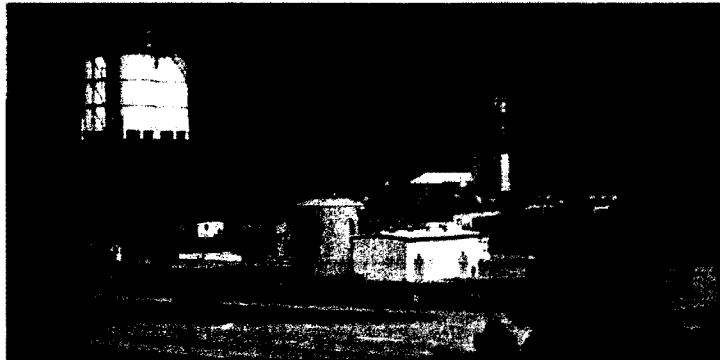
the external surfaces are decontaminated to meet United States Department of Transportation requirements. The canisters are then ready to be stored on an interim basis on-site in a Glass Waste Storage Building (GWSB), pending shipment to a Federal Repository for permanent disposal. A low-activity recycle waste stream from DWPF is returned to the Tank Farms. DWPF has been fully operational since 1996.



Sample of Vitrified Radioactive Glass

### Saltstone Disposition

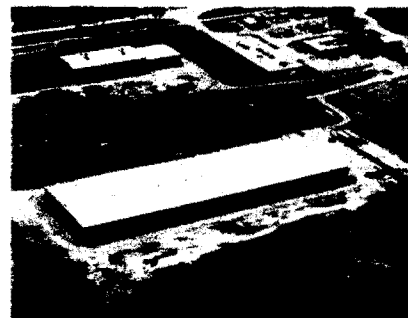
The Saltstone Facility consists of two facility segments: the Saltstone Processing Facility (SPF) and the Saltstone Disposal Facility (SDF). SPF is permitted as a wastewater treatment facility per SCDHEC Regulations R.61-67. SPF receives and treats salt solution to produce grout by mixing the low-level liquid waste stream with cementitious materials (cement, flyash, and slag) to form a grout slurry. This slurry is pumped into the disposal vaults, located in SDF, where the grout solidifies into a monolithic, non-hazardous, solid low-level waste (LLW) form. SDF is permitted as an Industrial Solid Waste Landfill site as defined by SCDHEC Regulations R.61-66 and R.61-107.16.



View of Saltstone Processing Facility

The SDF will contain many large concrete vaults. Each of the vaults will be filled with Saltstone grout. The grout itself provides primary containment of the waste, and the walls, floor, and roof of the vaults provide secondary containment.

Approximately 15 feet of overburden were removed to prepare and level the site for vault construction. All vaults will be built at or slightly below the grade level that exists after the overburden and leveling operations are complete. The bottom of the Saltstone grout monoliths will be at least 5 feet above the historic high water table beneath the SDF site, thus, avoiding disposal of waste in a zone of water table fluctuation. Run-on and runoff controls are installed to minimize site erosion during the operational period.



View of Existing Saltstone Vaults

Two vaults have been constructed to date. One (Vault 4) has dimensions of approximately 200 feet wide, by 600 feet in length, by 26 feet in height. This vault is divided into 12 cells, with each cell measuring approximately 100 feet by 100 feet. The vault is covered with a sloped, permanent roof that has a minimum thickness of 4 inches, and a minimum slope of 0.24 inches/foot. The vault walls are approximately 1.5 feet

thick, with the base mat having a thickness of 2 feet. Operationally, the cells of the vault will be filled to a height of approximately 25 feet with Saltstone, and then a layer of uncontaminated grout, with an average thickness of 2 feet, will be poured to fill in the space between the Saltstone grout and the sloped roof. The other vault (Vault 1) has the dimensions of approximately 100 feet wide, by 600 feet in length, by 25 feet in height. The vault is divided into 6 cells, with each cell measuring approximately 100 feet by 100 feet. These vaults will comply with the terms of the Consent Order of Dismissal in National Resources Defense Council et al. v. South Carolina Department of Health and Environmental Control, et al. (South Carolina Administrative Law Court, August 7, 2007).

DOE plans that future vaults will be cylindrical concrete tanks approximately 20 feet high and 150 feet in diameter. Tanks of this design are used commercially for storage of water. Each tank will hold approximately 1.5 Mgal of grout. One vault will consist of two tanks, so each vault will have a capacity of approximately 3 Mgal of grout. These vaults will comply with the terms of the above referenced Consent Order of Dismissal.

Closure operations will begin near the end of the active disposal period in the SDF, i.e., after most or all of the vaults have been constructed and filled. Backfill of native soil will be placed around the vaults. The present closure concept includes two moisture barriers consisting of clay/gravel drainage systems along with backfill layers and a shallow-rooted bamboo vegetative cover.

Construction of the SDF and the first two vaults was completed between February 1986 and July 1988. The SDF started radioactive operations June 12, 1990. Future vaults will be constructed on a "just-in-time" basis in coordination with salt processing production rates.



# Liquid Waste Process Flowsheet

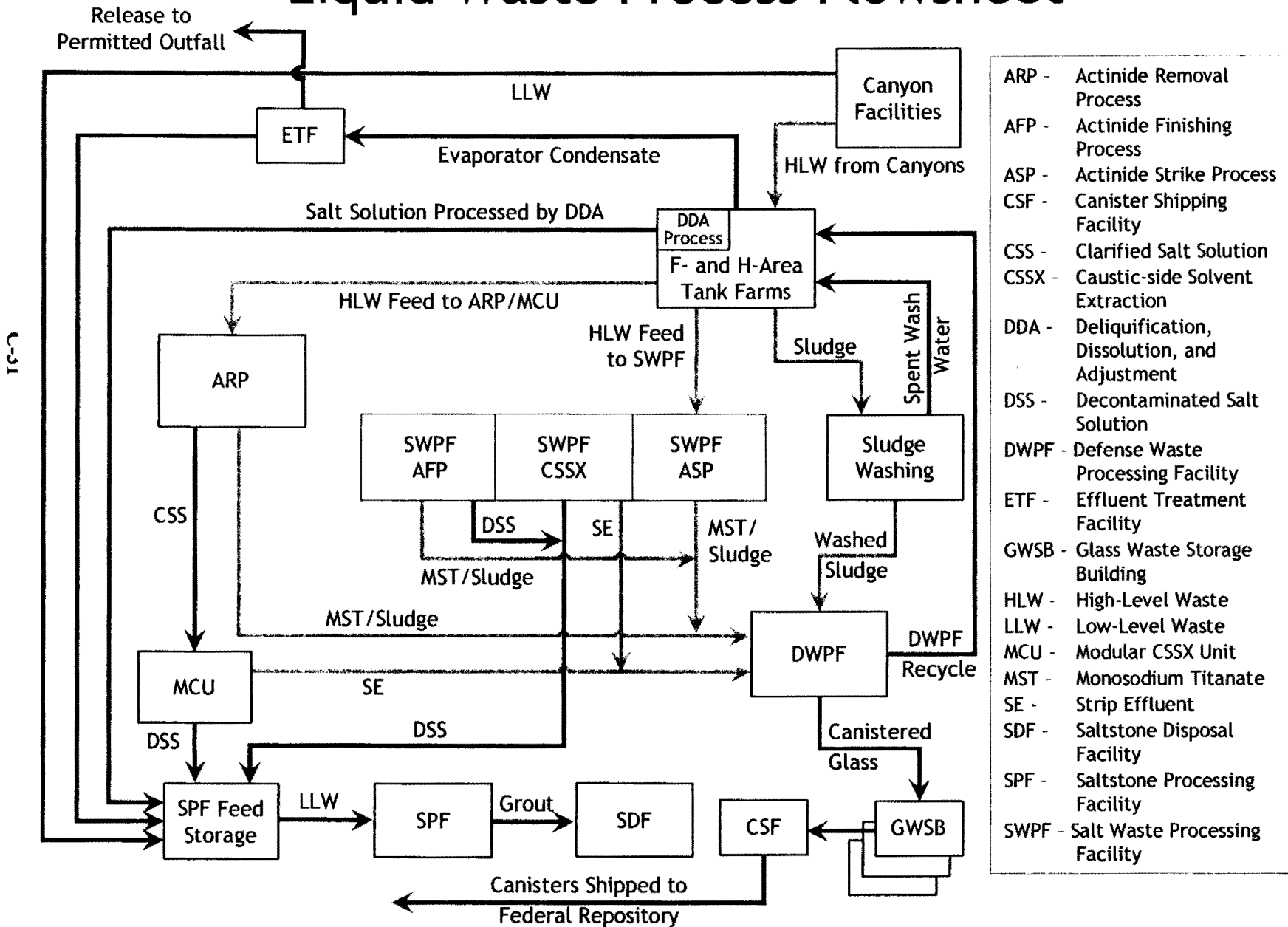


Figure 1

**Attachment C-2 – Listing of Liquid Waste System Facilities**

Structure numbers are provided through the SR Acquisition Web Site. The structure numbers can be requested through the UCI DVD approval process. The SR Acquisition Web site is located at <http://professionals.pr.doe.gov/srs/index.html>.

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
<b>E-Area</b>					
*	BUILDING	HIGH POINT DRAIN	OPERATIONAL	273	Y
<b>F-Area</b>					
*	OTHER STRUCTURE	CONTAMINATED STORAGE AREA	OPERATIONAL	14,533	N
*	BUILDING	STORAGE BUILDING	OPERATIONAL	288	N
*	OTHER STRUCTURE	RUBBLE PIT (ABANDONED)	OPERATIONAL	0	N
*	BUILDING	BREATHING AIR COMPRESSOR SOUTH OF 717-F	OPERATIONAL	492	N
*	OTHER STRUCTURE	WASTE STORAGE TANKS 1-8	OPERATIONAL	714	Y
*	OTHER STRUCTURE	GANG VALVE HOUSE	OPERATIONAL	137	Y
*	BUILDING	WEST PUMPHOUSE	OPERATIONAL	847	Y
*	OTHER STRUCTURE	EFFLUENT PUMP STATION	OPERATIONAL	2027	N
*	BUILDING	EAST PUMPHOUSE	OPERATIONAL	1139	Y
*	BUILDING	CONTROL ROOM / MOTOR CONTROL CENTER	OPERATIONAL	7564	Y
*	OTHER STRUCTURE	EMERGENCY DIESEL GENERATOR SERVICING TANKS 25-28, 44-47, & 2F EVAPORATOR	OPERATIONAL	118	Y
*	OTHER STRUCTURE	COOLING TOWERS / PUMPHOUSE SERVICING TANKS 25-28 & 44-47	OPERATIONAL	1292	Y
*	OTHER STRUCTURE	F DIVERSION BOX 4 (FDB-4) / F PUMP PITS (FPPS) 2 & 3	OPERATIONAL	0	Y
*	OTHER STRUCTURE	STORM WATER DIVERSION BOX SERVICING TANKS 25-28, 44-47, MON 4F	OPERATIONAL	0	Y
*	TRAILER	RCO TRAILER	OPERATIONAL	1493	N
*	UNKNOWN	BUILDING	OPERATIONAL	0	N
*	BUILDING	OFFICE/CHANGE ROOMS	OPERATIONAL	2602	Y
*	OTHER STRUCTURE	COOLING TOWER FOR 2F EVAPORATOR	OPERATIONAL	320	Y
*	OTHER STRUCTURE	F DIVERSION BOX 6 (FDB-6)	OPERATIONAL	320	N
*	OTHER STRUCTURE	F DIVERSION BOX 5 (FDB-5)	OPERATIONAL	0	Y
*	BUILDING	AIR COMPRESSOR BUILDING	OPERATIONAL	600	Y
*	BUILDING	MAINTENANCE SHOP BUILDING	OPERATIONAL	2671	Y
*	TRAILER	E&I (SHIFT) FACILITY	OPERATIONAL	480	N
*	TRAILER	E&I EQUIPMENT STORAGE	OPERATIONAL	600	N
*	BUILDING	MOTOR CONTROL CENTER BUILDING	OPERATIONAL	400	Y

Structure Number	Type	Description	Status	Gross Area ( FT² )	Capital
*	BUILDING	AIR COMPRESSOR BUILDING	OPERATIONAL	480	Y
*	BUILDING	BREATHING AIR COMPRESSOR BUILDING	OPERATIONAL	440	Y
*	BUILDING	CONTROL ROOM / MOTOR CONTROL CENTER	OPERATIONAL	1800	Y
*	BUILDING	CESIUM REMOVAL CONTROL PUMP HOUSE	OPERATIONAL	141	Y
*	OTHER STRUCTURE	DIVERSION BOX	OPERATIONAL	0	Y
*	OTHER STRUCTURE	F DIVERSION BOX 3 (FDB-3)	OPERATIONAL	0	N
*	BUILDING	INTERIM RECORD STORAGE	OPERATIONAL	680	Y
*	BUILDING	WASTE CERTIFICATION BUILDING	OPERATIONAL	2413	Y
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	0	N
*	BUILDING	ALARA STORAGE BUILDING	OPERATIONAL	640	Y
*	TRAILER	CHEMICAL ADDITION BUILDING	OPERATIONAL	182	Y
*	TRAILER	CHANGE HOUSE	OPERATIONAL	48	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1760	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1760	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1760	N
*	BUILDING	STORAGE/SUPPLY BUILDING	OPERATIONAL	2399	Y
*	OTHER STRUCTURE	DILUTION FACILITY FOR F-TANK FARM	OPERATIONAL	999	Y
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1749	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1773	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1770	N
*	OTHER STRUCTURE	PORTABLE HEATING AND VENTILATION SKID	OPERATIONAL	161	N
*	BUILDING	STORAGE SHACK	OPERATIONAL	160	N
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5169	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5169	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5169	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5176	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5176	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5176	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5137	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	16	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	INACTIVE	6346	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6346	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6346	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	INACTIVE	6346	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7058	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7085	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7085	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7071	Y
*	OTHER STRUCTURE	1F EVAPORATOR	INACTIVE	1117	Y
*	BUILDING	1F EVAPORATOR CONTROL HOUSE	OPERATIONAL	1071	Y
*	OTHER STRUCTURE	CTS PIT	INACTIVE	256	Y
*	TRAILER	RADCON TRAILER NEAR FDB-2	OPERATIONAL	224	Y
*	TRAILER	RADCON TRAILER NEAR TANKS 33/34	OPERATIONAL	224	Y
*	TRAILER	RADCON TRAILER NEAR TANK 4	OPERATIONAL	222	Y
*	TRAILER	RADCON TRAILER NEAR 1F EVAPORATOR	OPERATIONAL	160	Y
*	TRAILER	RADCON TRAILER NEAR 2F EVAPORATOR	OPERATIONAL	325	Y
*	TRAILER	RADCON TRAILER NEAR 241-28F	OPERATIONAL	673	N
*	BUILDING	2F EVAPORATOR	OPERATIONAL	887	Y
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	376	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	116	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION FOR 701-F	OPERATIONAL	44	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION FOR 717-11F	OPERATIONAL	90	N
*	OTHER STRUCTURE	15KV OUTDOOR PADMOUNT SWITCHGEAR	OPERATIONAL	437	N
*	OTHER STRUCTURE	DIESEL GENERATOR SERVICING PUMPHOUSE / TANKS 25-28 & 44-47	OPERATIONAL	118	Y
*	OTHER STRUCTURE	DIESEL GENERATOR	OPERATIONAL	165	Y
*	BUILDING	MONITOR BUILDING RAILROAD ENTRANCE 221-F	OPERATIONAL	128	N
*	TRAILER	PORTABLE BUILDING #908	OPERATIONAL	282	N
*	OTHER STRUCTURE	WEIR BOX #2	OPERATIONAL	114	N
*	OTHER STRUCTURE	POWER MAINTENANCE OFFICE & CHANGE FACILITY	OPERATIONAL	0	N
*	OTHER STRUCTURE	TEMPORARY ASH DISPOSAL BASIN (CLOSED)	OPERATIONAL	149940	N
*	BUILDING	CHEMICAL FEED FACILITY	OPERATIONAL	377	N
*	BUILDING	GENERAL MONITORING BUILDING	OPERATIONAL	120	N
*	OTHER STRUCTURE	DIESEL FUEL TANK	OPERATIONAL	0	N
*	OTHER STRUCTURE	INTER TRANSFER LINES DIVER BOX/PUMP PIT (FDB-2)	OPERATIONAL	1014	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	TRAILER	HP TRAILER WF-95	OPERATIONAL	0	N
*	TRAILER	RZ CHANGE FACILITY	OPERATIONAL	175	N
*	BUILDING	PIPE SHOP	OPERATIONAL	1670	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	4867	Y
*	TRAILER	MODULAR OFFICE	OPERATIONAL	880	N
*	TRAILER	RESTROOM FACILITY	OPERATIONAL	543	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	551	N
*	TRAILER	TOOL STORAGE HOUSE	OPERATIONAL	64	N
*	BUILDING	STORAGE BUILDING	OPERATIONAL	240	N
*	OTHER STRUCTURE	PARK SHELTER, TANK FARM	OPERATIONAL	51	N
*	OTHER STRUCTURE	PROCESS LINES	OPERATIONAL	0	Y
*	OTHER STRUCTURE	DIVERSION BOX	OPERATIONAL	0	Y
*	OTHER STRUCTURE	FIRE WATER TANK	OPERATIONAL	2118	N
*	OTHER STRUCTURE	WELL, NORTHWEST OF 284-F	OPERATIONAL	290	N
*	OTHER STRUCTURE	STORM SEWERS	OPERATIONAL	0	Y
*	OTHER STRUCTURE	DIVERSION BOX	OPERATIONAL	0	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	88	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	16	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	0	Y
*	TRAILER	MODULAR OFFICE	OPERATIONAL	2106	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1749	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1749	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
<b>G-Area</b>					
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	RESTROOM FACILITY	OPERATIONAL	519	N
*	TRAILER	RESTROOM FACILITY	OPERATIONAL	501	N
*	TRAILER	LUNCHROOM FACILITY	OPERATIONAL	938	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1721	N
*	OTHER STRUCTURE	DOMESTIC DEEPWELL	OPERATIONAL	138	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
H-Area					
*	OTHER STRUCTURE	SAFETY FLAG POLE	OPERATIONAL	0	N
*	BUILDING	RAIN SHELTER	OPERATIONAL	0	N
*	BUILDING	STORAGE BUILDING	OPERATIONAL	41	N
*	BUILDING	STORAGE BLDG	OPERATIONAL	0	N
*	BUILDING	STORAGE BUILDING	OPERATIONAL	36	N
*	TRAILER	MATERIAL STORAGE AREA	OPERATIONAL	2230	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	5942	N
*	OTHER STRUCTURE	JUMPER STORAGE PAD	OPERATIONAL	4255	N
*	OTHER STRUCTURE	JUMPER STORAGE PAD	OPERATIONAL	1621	N
*	BUILDING	SAMPLING HOUSE	OPERATIONAL	113	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	727	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	971	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	219	N
*	OTHER STRUCTURE	DINKEY BATTERY CHARGER ENCLOSURE	OPERATIONAL	80	N
*	BUILDING	CENTER SECTION BOOSTER FAN HOUSE	OPERATIONAL	440	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	588	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	583	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	224	N
*	BUILDING	STORAGE BUILDING	OPERATIONAL	1135	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	1142	Y
*	BUILDING	B-LINE STORAGE BUILDING	OPERATIONAL	1260	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	2533	N
*	BUILDING	WAREHOUSE	OPERATIONAL	8000	Y
*	TRAILER	TRAILER	OPERATIONAL	1753	N
*	TRAILER	JANITOR STORAGE BUILDING	OPERATIONAL	79	N
*	TRAILER	TEMPORARY STORAGE BUILDING	OPERATIONAL	430	N
*	OTHER STRUCTURE	HANDI-HOUSE	OPERATIONAL	500	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	0	N
*	TRAILER	STORAGE SHED	OPERATIONAL	0	N
*	OTHER STRUCTURE	H DIVERSION BOX 1 (HDB-1)	OPERATIONAL	2229	Y
*	BUILDING	3H CONTROL ROOM & OFFICE BUILDING	OPERATIONAL	14992	Y
*	OTHER STRUCTURE	H DIVERSION BOX 3 (HDB-3)	OPERATIONAL	0	N
*	OTHER STRUCTURE	LOW LEVEL WASTE STORAGE TANKS 21-24	OPERATIONAL	0	N
*	BUILDING	H DIVERSION BOX 4 (HDB-4) & GANG VALVE HOUSE	OPERATIONAL	0	N
*	BUILDING	WEST PUMP HOUSE	OPERATIONAL	642	Y
*	BUILDING	EAST PUMP HOUSE	OPERATIONAL	847	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	OTHER STRUCTURE	WASTE STORAGE TANKS 38 THRU 43	OPERATIONAL	0	Y
*	BUILDING	BREATHING AIR COMPRESSOR BUILDING	OPERATIONAL	373	Y
*	OTHER STRUCTURE	CHEMICAL STORAGE TANK	OPERATIONAL	0	N
*	TRAILER	HANDI-HOUSE	OPERATIONAL	707	N
*	TRAILER	RCO OFFICE TRAILER	OPERATIONAL	2162	Y
*	BUILDING	PORTABLE GANG VALVE HOUSE	OPERATIONAL	150	Y
*	OTHER STRUCTURE	DIVERSION BOX	OPERATIONAL	0	Y
*	BUILDING	2H CONTROL ROOM & OFFICE BUILDING	OPERATIONAL	3862	Y
*	OTHER STRUCTURE	COOLING TOWER FOR 2H EVAPORATOR	OPERATIONAL	198	Y
*	OTHER STRUCTURE	H DIVERSION BOX 7 (HDB-7) & GANG VALVE HOUSE	OPERATIONAL	543	Y
*	OTHER STRUCTURE	COLD FEEDS AREA	OPERATIONAL STANDBY	9247	Y
*	BUILDING	COLD FEED MCC BUILDING	OPERATIONAL	240	N
*	OTHER STRUCTURE	IX/RO/EVAPORATOR OH TANK CONTAINMENT	OPERATIONAL	2938	N
*	OTHER STRUCTURE	H DIVERSION BOX 2 (HDB-2) & PUMP PITS 1-4	OPERATIONAL	2177	Y
*	BUILDING	FAR EAST PUMP HOUSE	OPERATIONAL	1897	Y
*	OTHER STRUCTURE	STORM DIVERSION BOX	OPERATIONAL	0	Y
*	OTHER STRUCTURE	DIVERSION BOX DB#5	OPERATIONAL	83	Y
*	TRAILER	OFFICE/LUNCH ROOM TRAILERNT OFFICE	OPERATIONAL	670	N
*	OTHER STRUCTURE	H DIVERSION BOX 6 (HDB-6)	OPERATIONAL	269	Y
*	BUILDING	LAUNDRY BUILDING	OPERATIONAL	835	Y
*	BUILDING	MAINTENANCE AND E & I SHOP	OPERATIONAL	3707	Y
*	OTHER STRUCTURE	TANK TRUCK UNLOADING STATION	OPERATIONAL	903	N
*	BUILDING	MOTOR CONTROL CENTER	OPERATIONAL	356	Y
*	BUILDING	PROCESS AIR COMPRESSOR BUILDING	OPERATIONAL	621	Y
*	TRAILER	MAINTENANCE OFFICE BUILDING	OPERATIONAL	329	Y
*	OTHER STRUCTURE	GANG VALVE HOUSE FOR PUMP PIT 5-6 (241-70H)	OPERATIONAL	153	Y
*	OTHER STRUCTURE	VALVE HOUSE FOR PUMP PIT 5-6 (241-70H)	OPERATIONAL	135	N
*	OTHER STRUCTURE	PROCESS PUMP PIT FOR NEW WASTE HEADER	OPERATIONAL	880	Y
*	TRAILER	CHANGE HOUSE	OPERATIONAL	95	N
*	BUILDING	CONTROL ROOM & MOTOR CONTROL CENTER BUILDING	OPERATIONAL	1926	Y
*	BUILDING	COLD FEED NITROGEN STORAGE BUILDING	OPERATIONAL	249	N
*	BUILDING	STORAGE FACILITY	OPERATIONAL	321	N
*	TRAILER	STORAGE HANDI HOUSE	OPERATIONAL	200	N
*	BUILDING	ITP CONTROL ROOM	OPERATIONAL	5702	Y
*	BUILDING	PERSONNEL MONITOR BUILDING NORTH GATE	OPERATIONAL	400	Y
*	BUILDING	PERSONNEL MONITOR BUILDING A	OPERATIONAL	117	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	BUILDING	PERSONNEL MONITOR BUILDING NW OF 241-58H	OPERATIONAL	100	Y
*	BUILDING	EQUIPMENT STORAGE	OPERATIONAL	105	Y
*	BUILDING	STORAGE & SUPPLY BUILDING	OPERATIONAL	967	Y
*	BUILDING	STORAGE & SUPPLY BUILDING	OPERATIONAL	1389	Y
*	TRAILER	RCO MONITORING SHACK	OPERATIONAL	49	N
*	BUILDING	FILTER/STRIPPER BUILDING	OPERATIONAL	4194	Y
*	TRAILER	CHEMICAL ADDITION PORTABLE BUILDING	OPERATIONAL	227	Y
*	TRAILER	CHEMICAL ADDITION PORTABLE BUILDING	OPERATIONAL	201	Y
*	BUILDING	H DIVERSION BOX 8 (HDB-8) FACILITY	OPERATIONAL	10470	Y
*	BUILDING	HDB-8 HVAC FILTER BUILDING	OPERATIONAL	1580	Y
*	BUILDING	OFFICE/WAREHOUSE	OPERATIONAL	9934	Y
*	OTHER STRUCTURE	HVAC FAN CONTAINMENT	OPERATIONAL	322	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	160	N
*	TRAILER	TRAILER	OPERATIONAL	1743	N
*	TRAILER	TRAILER	OPERATIONAL	1749	N
*	TRAILER	TRAILER	OPERATIONAL	1749	N
*	TRAILER	RESTROOM UNIT	OPERATIONAL	363	N
*	TRAILER	LEVEL B STORAGE TRAILER	OPERATIONAL	235	N
*	TRAILER	MAINTENANCE TRAILER	OPERATIONAL	235	N
*	OTHER STRUCTURE	PROCESS AIR COMPRESSOR FACILITY	OPERATIONAL	1043	N
*	OTHER STRUCTURE	PROCESS AIR COMPRESSOR FACILITY	OPERATIONAL	1049	N
*	TRAILER	E&I SHOP/LUNCH ROOM	OPERATIONAL	545	N
*	TRAILER	MAINTENANCE SHOP	OPERATIONAL	552	N
*	TRAILER	R&HE TRAILER	OPERATIONAL	350	N
*	TRAILER	E&I SHOP TRAILER	OPERATIONAL	469	N
*	TRAILER	E&I STORAGE BUILDING	OPERATIONAL	186	N
*	BUILDING	FIRE SUPPRESSION FOAM HOUSE	OPERATIONAL	623	N
*	TRAILER	E&I OFFICE TRAILER	OPERATIONAL	711	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	698	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1743	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1744	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1749	N
*	TRAILER	TRAILER	OPERATIONAL	1919	N
*	TRAILER	TRAILER	OPERATIONAL	2671	N
*	TRAILER	TRAILER	OPERATIONAL	1685	N
*	TRAILER	TRAILER	OPERATIONAL	1685	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1746	N
*	BUILDING	MODULAR TRAILER	OPERATIONAL	537	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	543	N
*	TRAILER	E&I STORAGE BUILDING	OPERATIONAL	237	N



Structure Number	Type	Description	Status	Gross Area (FT <sup>2</sup> )	Capital
*	TRAILER	PORTABLE GAS CHROMATOGRAPH TRAILER	OPERATIONAL	0	N
*	TRAILER	E&I STORAGE BUILDING	OPERATIONAL	249	N
*	TRAILER	E&I TRAILER	OPERATIONAL	350	N
*	TRAILER	TOOL CONTROL TRAILER	OPERATIONAL	470	N
*	BUILDING	CONSTRUCTION TOOL ROOM	OPERATIONAL	314	N
*	TRAILER	RBA ENTRANCE SHACK TO THE HDB-8 FACILITY	OPERATIONAL	160	N
*	TRAILER	TRAILER	OPERATIONAL	1713	N
*	BUILDING	MAINTENANCE STORAGE SEA BOX	OPERATIONAL	325	N
*	BUILDING	DCS I/O STATION	OPERATIONAL	221	Y
*	TRAILER	MODULAR OFFICE	OPERATIONAL	0	N
*	TRAILER	RBA ENTRANCE SHACK TO TANKS 9-12	OPERATIONAL	234	Y
*	TRAILER	RBA ENTRANCE SHACK TO TANKS 21-24	OPERATIONAL	149	N
*	TRAILER	PCM-1B MONITOR BUILDING SITE NO. 3	OPERATIONAL	150	N
*	TRAILER	RBA ENTRANCE SHACK TO TANKS 29-32 AND 35-37	OPERATIONAL	156	Y
*	TRAILER	RBA ENTRANCE SHACK TO TANKS 13-16	OPERATIONAL	150	Y
*	TRAILER	RBA ENTRANCE SHACK TO PUMP PIT 5 & 6	OPERATIONAL	150	Y
*	TRAILER	RBA ENTRANCE SHACK TO TANKS 38 & 43	OPERATIONAL	165	N
*	TRAILER	ITP RMA BUILDING	OPERATIONAL	157	N
*	TRAILER	E&I SHOP MODULAR BUILDING	OPERATIONAL	527	N
*	OTHER STRUCTURE	ITP LEAK DETECTION BOX	OPERATIONAL	0	N
*	TRAILER	EAST HILL RCO OFFICE TRAILER	OPERATIONAL	703	N
*	BUILDING	EPVE STORAGE BUILDING	OPERATIONAL	751	N
*	OTHER STRUCTURE	NITROGEN STORAGE FACILITY	OPERATIONAL	1357	Y
*	TRAILER	OPERATOR BREAK TRAILER	OPERATIONAL	533	N
*	TRAILER	TANK 1 RCO MONITORING SHACK	OPERATIONAL	394	N
*	TRAILER	CF RCO MONITORING SHACK	OPERATIONAL	377	N
*	TRAILER	MAINTENANCE SHOP	OPERATIONAL	1758	N
*	TRAILER	MAINTENANCE OFFICE	OPERATIONAL	1329	N
*	TRAILER	MAINTENANCE CHANGE HOUSE	OPERATIONAL	290	N
*	TRAILER	PERSONNEL MONITOR BUILDING WEST OF 241-100H	OPERATIONAL	168	N
*	OTHER STRUCTURE	STORM WATER DIVERSION BOX	OPERATIONAL	189	Y
*	OTHER STRUCTURE	STORM WATER DIVERSION BOX	OPERATIONAL	267	Y
*	TRAILER	STORAGE BUILDING	OPERATIONAL	540	N
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5157	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5171	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	5169	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	3901	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6358	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6358	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6358	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	INACTIVE	6358	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6358	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	15	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6358	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6358	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7083	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7084	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7084	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7084	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7084	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7084	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7084	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6694	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6693	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6694	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6693	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6694	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6694	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	6998	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7043	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7093	Y
*	OTHER STRUCTURE	WASTE STORAGE TANK	OPERATIONAL	7043	Y
*	OTHER STRUCTURE	1H EVAPORATOR	INACTIVE	1184	Y
*	BUILDING	1H EVAPORATOR CONTROL BUILDING	OPERATIONAL	725	Y
*	OTHER STRUCTURE	CONCENTRATE PUMP TANK PIT	OPERATIONAL	135	N
*	BUILDING	HEPA FILTER BUILDING FOR 3H EVAPORATOR	OPERATIONAL	1953	Y
*	BUILDING	SERVICE BUILDING FOR 3H EVAPORATOR	OPERATIONAL	3737	Y
*	BUILDING	2H EVAPORATOR	OPERATIONAL	317	Y
*	OTHER STRUCTURE	CTS - H-AREA	INACTIVE	323	Y
*	TRAILER	SWP CLOTHING CHANGE STATION	SAFE STORAGE	560	N
*	OTHER STRUCTURE	CTS H&V FOR 242-18H	OPERATIONAL	403	N

Structure Number	Type	Description	Status	Gross Area (FT <sup>2</sup> )	Capital
*	BUILDING	CHANGE ROOM AND OFFICE BUILDING	OPERATIONAL	3054	Y
*	BUILDING	3H EVAPORATOR	OPERATIONAL	2226	N
*	TRAILER	PHA EQUIPMENT ROOM	OPERATIONAL	0	N
*	BUILDING	LAUNDRY BUILDING	OPERATIONAL	309	N
*	BUILDING	PERSONNEL PROTECTION SHELTER	OPERATIONAL	2165	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1727	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1727	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	0	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	281	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	100	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	204	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION	OPERATIONAL	125	N
*	OTHER STRUCTURE	500 KVA TRANSFORMER FOR 211-10H	OPERATIONAL	0	N
*	OTHER STRUCTURE	500 KVA TRANSFORMER FOR 241 128 H	OPERATIONAL	61	N
*	OTHER STRUCTURE	SECONDARY SUBSTATION, 241-F&H	OPERATIONAL	216	N
*	OTHER STRUCTURE	SUBSTATION 252-24H	OPERATIONAL	16	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION 281-2H	OPERATIONAL	0	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION 704-2H	OPERATIONAL	0	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION 704-8H	OPERATIONAL	0	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER STATION 221-10H	OPERATIONAL	0	N
*	OTHER STRUCTURE	1000 KVA TRANSFORMER FOR 707-H	OPERATIONAL	58	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER FOR 703-H	OPERATIONAL	24	N
*	OTHER STRUCTURE	SECONDARY TRANSFORMER FOR 705-H	OPERATIONAL	23	N
*	OTHER STRUCTURE	TRANSFORMER	OPERATIONAL	416	N
*	OTHER STRUCTURE	ELECTRICAL SUBSTATION (FEEDS 299-002H)	OPERATIONAL	320	N
*	OTHER STRUCTURE	TRANSFORMER FOR 704-2H	OPERATIONAL	58	N
*	OTHER STRUCTURE	KVA TRANSFORMER	OPERATIONAL	17	N
*	OTHER STRUCTURE	SUBSTATION FOR 228-H	OPERATIONAL	17	N
*	OTHER STRUCTURE	DISTRIBUTION TRANSFORMER FOR 902-3H	OPERATIONAL	31	N
*	OTHER STRUCTURE	UNIT SUBSTATION FOR 902-3H	OPERATIONAL	41	N
*	OTHER STRUCTURE	TRANSFORMER/TRANSFORMER PAD	OPERATIONAL	94	N
*	OTHER STRUCTURE	TRANSFORMER/TRANSFORMER PAD	OPERATIONAL	0	N
*	OTHER STRUCTURE	DIESEL GENERATOR AND TANK (FOR 241-49H)	OPERATIONAL	97	N

Structure Number	Type	Description	Status	Gross Area (FT <sup>2</sup> )	Capital
*	OTHER STRUCTURE	DIESEL GENERATOR AND TANK	OPERATIONAL	64	Y
*	OTHER STRUCTURE	DIESEL GENERATOR AND TANK	OPERATIONAL	0	Y
*	OTHER STRUCTURE	ITP EMERGENCY DIESEL GENERATOR	OPERATIONAL	204	N
*	OTHER STRUCTURE	DIESEL GENERATOR AND TANK	OPERATIONAL	60	N
*	OTHER STRUCTURE	DIESEL GENERATOR AND TANK	OPERATIONAL	216	Y
*	OTHER STRUCTURE	DIESEL GENERATOR FOR 241-2H	OPERATIONAL	105	Y
*	OTHER STRUCTURE	DIESEL GENERATOR FOR 241074H	OPERATIONAL	103	N
*	TRAILER	MONITOR BUILDING RAILROAD ENTRANCE	OPERATIONAL	46	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	240	Y
*	BUILDING	FIRE SUPPRESSION FACILITY	OPERATIONAL	300	N
*	OTHER STRUCTURE	RETURN WATER RETENTION BASIN (CLOSED)	OPERATIONAL	21407	N
*	BUILDING	MONITORING HOUSE	OPERATIONAL	284	N
*	OTHER STRUCTURE	WEIR BOX #3	OPERATIONAL	0	N
*	BUILDING	COOLING WATER MONITOR HOUSE	OPERATIONAL	152	N
*	BUILDING	COOLING WATER MONITOR HOUSE	OPERATIONAL	148	N
*	BUILDING	COOLING WATER MONITOR HOUSE	OPERATIONAL	154	N
*	BUILDING	COOLING WATER MONITOR HOUSE	OPERATIONAL	145	N
*	BUILDING	COOLING WATER MONITOR HOUSE	OPERATIONAL	144	N
*	BUILDING	COOLING WATER MONITOR HOUSE	OPERATIONAL	91	N
*	OTHER STRUCTURE	WEIR BOX #4	OPERATIONAL	0	N
*	TRAILER	CHANGE FACILITY	OPERATIONAL	2084	N
*	TRAILER	SEA TRAIN	OPERATIONAL	306	N
*	TRAILER	SEA TRAIN	OPERATIONAL	315	N
*	OTHER STRUCTURE	COOLING TOWERS & CHEMICAL ADDITION BUILDING	OPERATIONAL	1494	Y
*	OTHER STRUCTURE	ASH DISPOSAL BASIN	OPERATIONAL	569253	N
*	BUILDING	VESSEL VENT FAN HOUSE	OPERATIONAL	0	N
*	BUILDING	FAN HOUSE BUILDING	OPERATIONAL	3144	N
*	BUILDING	STACK MONITORING EQUIPMENT BUILDING	OPERATIONAL	643	N
*	BUILDING	MAINTENANCE FACILITY	OPERATIONAL	8637	Y
*	OTHER STRUCTURE	DIESEL GENERATOR	OPERATIONAL	88	Y
*	BUILDING	AIR COMPRESSOR BUILDING	OPERATIONAL	2656	Y
*	BUILDING	STORAGE/SUPPLY BUILDING	OPERATIONAL	1431	Y
*	BUILDING	CRANE SHELTER	OPERATIONAL	608	Y
*	OTHER STRUCTURE	ROADS (INC. BRIDGES & CULVERTS)	OPERATIONAL	0	Y
*	OTHER STRUCTURE	WALKS	OPERATIONAL	0	Y
*	OTHER STRUCTURE	FENCES	OPERATIONAL	0	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	OTHER STRUCTURE	SEPTIC TANK	OPERATIONAL	0	N
*	OTHER STRUCTURE	EQUALIZATION BASIN	INACTIVE	0	N
*	OTHER STRUCTURE	CHEMICAL STORAGE	OPERATIONAL	0	N
*	BUILDING	GENERAL MONITORING BUILDING	OPERATIONAL	107	N
*	OTHER STRUCTURE	DIESEL FUEL TANK	OPERATIONAL	0	N
*	OTHER STRUCTURE	DIESEL FUEL TANK	OPERATIONAL	0	N
*	OTHER STRUCTURE	DIESEL FUEL TANK FOR 254-15H	OPERATIONAL	0	N
*	OTHER STRUCTURE	DIESEL FUEL TANK FOR 241-2H	OPERATIONAL	0	N
*	OTHER STRUCTURE	INTERAREA TRANSFER LINE	OPERATIONAL	0	Y
*	OTHER STRUCTURE	LPDT SUPPORT BUILDING	OPERATIONAL	74	N
*	BUILDING	LOW POINT DRAIN TANK SUPPORT BUILDING	OPERATIONAL	152	N
*	BUILDING	MAIN GATEHOUSE	OPERATIONAL	49	N
*	BUILDING	GUARDHOUSE SHELTER	OPERATIONAL	112	N
*	TRAILER	MONITOR SHACK	OPERATIONAL	168	N
*	BUILDING	ENTRY CONTROL FACILITY (FOR HTF AREA)	OPERATIONAL	65	Y
*	TRAILER	STORAGE SHACK NEAR 701-15H	OPERATIONAL	73	N
*	BUILDING	GUARDHOUSE	OPERATIONAL	1054	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	24787	Y
*	BUILDING	SRPCU ATM MACHINE	OPERATIONAL	60	N
*	TRAILER	OFFICE BUILDING	OPERATIONAL	5040	N
*	TRAILER	MAINTENANCE STORAGE BUILDING	OPERATIONAL	344	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	700	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	513	N
*	TRAILER	TRAILER	OPERATIONAL	1648	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	864	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	702	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1756	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1760	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1760	N
*	TRAILER	BATHROOM TRAILER	OPERATIONAL	166	N
*	TRAILER	RESTROOM FACILITY	OPERATIONAL	0	N
*	TRAILER	RESTROOM FACILITY	OPERATIONAL	0	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	12574	Y
*	TRAILER	TRAILER	OPERATIONAL	2837	Y
*	TRAILER	TRAILER	OPERATIONAL	971	N
*	TRAILER	TRAILER	OPERATIONAL	908	N
*	TRAILER	TRAILER	OPERATIONAL	894	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	867	N

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	TRAILER	CONSTRUCTION ADMINISTRATION FACILITY	OPERATIONAL	0	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1680	N
*	TRAILER	INCINERATION FACILITY	OPERATIONAL	0	N
*	TRAILER	STORAGE FACILITY	OPERATIONAL	168	N
*	TRAILER	TRAILER	OPERATIONAL	0	N
*	TRAILER	SEA TRAIN STORAGE FACILITY	OPERATIONAL	307	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1754	N
*	TRAILER	OFFICE TRAILER	OPERATIONAL	1754	N
*	TRAILER	TEMPORARY MODEL DISPLAY HANDI-HOUSE #1	OPERATIONAL	0	N
*	TRAILER	TEMPORARY MODEL DISPLAY HANDI-HOUSE #2	OPERATIONAL	480	N
*	TRAILER	SAFEGUARDS & SECURITY E&I WORKSHOP	OPERATIONAL	955	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	240	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	240	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	510	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	0	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	4000	Y
*	TRAILER	OFFICE ANNEX	OPERATIONAL	1517	N
*	TRAILER	HANDI-HOUSE	OPERATIONAL	233	N
*	BUILDING	OFFICE BUILDING	OPERATIONAL	16580	Y
*	TRAILER	TRAILER	OPERATIONAL	1694	N
*	TRAILER	TRAILER	OPERATIONAL	1730	N
*	OTHER STRUCTURE	STORES DROP POINT	OPERATIONAL	353	N
*	TRAILER	STORAGE AND RIGGER BUILDING	OPERATIONAL	718	N
*	TRAILER	STORAGE BUILDING	OPERATIONAL	0	N
*	TRAILER	TRAILER	OPERATIONAL	431	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	701	N
*	OTHER STRUCTURE	DIVERSION BOX	OPERATIONAL	1311	N
*	OTHER STRUCTURE	JUNCTION BOX	OPERATIONAL	64	N
*	OTHER STRUCTURE	FIRE WATER TANK	OPERATIONAL	1722	N
*	OTHER STRUCTURE	STORM SEWERS	OPERATIONAL	0	Y
*	OTHER STRUCTURE	DIVERSION BOX	OPERATIONAL	0	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	25	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	11	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	73	Y
*	OTHER STRUCTURE	STORM WATER MONITORING STATION	OPERATIONAL	20	Y
*	OTHER STRUCTURE	STORM WATER MONITOR	OPERATIONAL	0	Y

Structure Number	Type	Description	Status	Gross Area (FT <sup>2</sup> )	Capital
<b>M-Area</b>					
*	BUILDING	RADIOLOGICAL OPERATION SUPPORT CENTER	OPERATIONAL	27264	Y
<b>S-Area</b>					
*	OTHER STRUCTURE	FLAG POLE	OPERATIONAL	8	N
*	TRAILER	RAIN SHELTER, SE CORNER OF 704-50S	OPERATIONAL	72	N
*	TRAILER	RAIN SHELTER	OPERATIONAL	61	N
*	TRAILER	RAIN SHELTER, WEST OF 714-S	OPERATIONAL	0	N
*	TRAILER	RAIN SHELTER	OPERATIONAL	0	N
*	BUILDING	SERVICE BUILDING	OPERATIONAL	61019	Y
*	BUILDING	VITRIFICATION BUILDING	OPERATIONAL	198152	Y
*	BUILDING	SPARE EQUIPMENT STORAGE BUILDING	OPERATIONAL	3030	Y
*	BUILDING	PORTABLE STORAGE BUILDING	OPERATIONAL	1999	Y
*	OTHER STRUCTURE	CONCRETE PAD	OPERATIONAL	4006	N
*	OTHER STRUCTURE	CONCRETE PAD	OPERATIONAL	1677	N
*	BUILDING	FAILED EQUIPMENT STORAGE VAULT/CRANE CONTROL ROOM	OPERATIONAL	575	Y
*	OTHER STRUCTURE	VENT EXHAUST STACK	OPERATIONAL	824	Y
*	BUILDING	FAN HOUSE	OPERATIONAL	13472	Y
*	OTHER STRUCTURE	SAND FILTER	OPERATIONAL	25690	Y
*	BUILDING	COLD FEED STORAGE	OPERATIONAL	231	Y
*	OTHER STRUCTURE	FORMIC / CAUSTIC ACID UNLOAD	OPERATIONAL	0	N
*	BUILDING	BULK FRIT FACILITY	OPERATIONAL	4734	N
*	OTHER STRUCTURE	REG DRAINS COLLECT TANK	OPERATIONAL	468	N
*	OTHER STRUCTURE	CLEAN CONDENSATE TANK	OPERATIONAL	958	N
*	OTHER STRUCTURE	DEIONIZER STATION	OPERATIONAL	0	N
*	OTHER STRUCTURE	SOUTHWEST SI STATION	OPERATIONAL	0	N
*	OTHER STRUCTURE	ORGANIC WASTE STORAGE FACILITY	INACTIVE	1080	Y
*	OTHER STRUCTURE	REF ORGANIC RECOVERY UNIT	OPERATIONAL	0	Y
*	OTHER STRUCTURE	BACK UP NITROGEN SYSTEM MANIFOLD	OPERATIONAL	78	N
*	OTHER STRUCTURE	OFF GAS & OPERATING STATION	OPERATIONAL	0	N
*	OTHER STRUCTURE	FOAM HOUSE BUILDING	OPERATIONAL	631	N
*	BUILDING	LOW POINT PUMP PIT	OPERATIONAL	7220	Y
*	BUILDING	LOW POINT PUMP PIT HVAC	OPERATIONAL	1278	Y
*	BUILDING	TANKER UNLOADING FACILITY	OPERATIONAL	2021	N
*	TRAILER	PORTABLE BUILDING	OPERATIONAL	160	N

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	BUILDING	ACTINIDE REMOVAL PROCESS FACIITY	OPERATIONAL	10782	Y
*	BUILDING	LATEWASH FACILITY HVAC BUILDING	OPERATIONAL	1000	Y
*	BUILDING	INSTRUMENTATION SHELTER	OPERATIONAL	133	N
*	OTHER STRUCTURE	LATEWASH FACILITY (PRIMARY)	OPERATIONAL	1000	Y
*	BUILDING	LATEWASH FACILITY	OPERATIONAL	1031	Y
*	OTHER STRUCTURE	LATEWASH COLD CHEMICAL FEED SHELTER	OPERATIONAL	5001	Y
*	OTHER STRUCTURE	LANDSCAPING AND EROSION CONTROL	OPERATIONAL	0	Y
*	BUILDING	ENTRY CONTROL FACILITY	OPERATIONAL	290	Y
*	BUILDING	TELEPHONE BUILDING	OPERATIONAL	1701	Y
*	BUILDING	OPERATIONS BUILDING	OPERATIONAL	25988	Y
*	TRAILER	AREA ADMINISTRATION ANNEX	OPERATIONAL	1117	N
*	TRAILER	AREA ADMINISTRATION ANNEX	OPERATIONAL	1296	N
*	TRAILER	AREA ADMINISTRATION ANNEX	SAFE STORAGE	1505	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1736	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1731	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1731	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1731	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1736	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1736	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1731	N
*	TRAILER	MODULAR OFFICE	SAFE STORAGE	1731	N
*	TRAILER	OFFICE COMPLEX	OPERATIONAL	5369	Y
*	TRAILER	MODULAR OFFICE TRAILER	OPERATIONAL	1120	N
*	TRAILER	MODULAR OFFICE TRAILER	OPERATIONAL	1075	N
*	TRAILER	MODULAR OFFICE TRAILER	OPERATIONAL	1123	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1493	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1704	N
*	TRAILER	MODULAR OFFICE TRAILER	OPERATIONAL	959	N
*	TRAILER	MODULAR OFFICE TRAILER	OPERATIONAL	949	N
*	TRAILER	MODULAR UNIT	OPERATIONAL	917	N
*	TRAILER	MODULAR OFFICE TRAILER	OPERATIONAL	965	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1909	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1909	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1347	N
*	BUILDING	TC-S1 ADMINISTRATION BLDG	OPERATIONAL	21123	Y
*	BUILDING	TC-S2 RECEIVING STORES	OPERATIONAL	19900	Y
*	TRAILER	HANDI-HOUSE	OPERATIONAL	81	N
*	BUILDING	CYLINDER STORAGE SHELTER	OPERATIONAL	323	Y
*	TRAILER	HANDI-HOUSE	OPERATIONAL	679	N
*	TRAILER	LABORATORY TRAILER	OPERATIONAL	387	N



Structure Number	Type	Description	Status	Gross Area (FT <sup>2</sup> )	Capital
*	TRAILER	LABORATORY TRAILER	OPERATIONAL	387	N
*	BUILDING	DISTRIBUTIVE CONTROL STAGING BUILDING	OPERATIONAL	8776	Y
*	BUILDING	MAINTANCE SHOP	OPERATIONAL	4378	Y
*	BUILDING	SPARE PARTS BUILDING	OPERATIONAL	10680	Y
*	TRAILER	MODULAR OFFICE	OPERATIONAL	1041	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	955	N
*	TRAILER	MODULAR OFFICE	OPERATIONAL	955	N
*	TRAILER	E&I SHOP TRAILER	OPERATIONAL	955	N
*	TRAILER	LABORATORY TRAILER	OPERATIONAL	955	N
*	TRAILER	LABORATORY TRAILER	OPERATIONAL	955	N
*	BUILDING	OFFICE BUILDING & MAINTENANCE SHOP	OPERATIONAL	1839	Y
*	BUILDING	LUBRICATION STORAGE BUILDING	OPERATIONAL	719	N
*	BUILDING	TC-S7 LABORATORY SUPPORT FAC.	OPERATIONAL	2664	Y
*	BUILDING	TC-S3 PIPE SHOP	OPERATIONAL	9590	Y
*	BUILDING	TC-S5 ELECTRICAL SHOP	OPERATIONAL	15206	Y
*	BUILDING	TC-S6 INSTRUMENT SHOP	INACTIVE	373	N
*	OTHER STRUCTURE	DWPF JUMPER STORAGE PAD	OPERATIONAL	1999	N
*	BUILDING	SWIRL CELL FACILITY	OPERATIONAL	226	Y
*	BUILDING	CHEMICAL STORAGE BUILDING	OPERATIONAL	460	N
*	OTHER STRUCTURE	DIESEL FUEL TANK AND GENERATOR	OPERATIONAL	0	N
*	OTHER STRUCTURE	WATER WELL #1	OPERATIONAL	0	Y
*	OTHER STRUCTURE	WATER WELL #2	OPERATIONAL	0	Y
*	BUILDING	PRIMARY SUBSTATION	OPERATIONAL	2123	Y
*	OTHER STRUCTURE	TRANSFORMER 7	OPERATIONAL	173	N
*	OTHER STRUCTURE	TRANSFORMER 952-7S	OPERATIONAL	49	Y
*	OTHER STRUCTURE	FUEL OIL STORAGE	OPERATIONAL	1055	Y
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	225	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	222	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	578	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	1468	N
*	OTHER STRUCTURE	MOCK-UP SHOP SLAB	OPERATIONAL	1017	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	797	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	182	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	667	N
*	OTHER STRUCTURE	STORAGE PAD	OPERATIONAL	2472	N
*	BUILDING	WATER & CHEMICAL WASTE TREATMENT FAC	OPERATIONAL	8709	Y

Structure Number	Type	Description	Status	Gross Area ( FT <sup>2</sup> )	Capital
*	OTHER STRUCTURE	NEUTRALIZED FIRE WATER TANK	OPERATIONAL	2795	Y
*	OTHER STRUCTURE	DOMESTIC WATER TANK	OPERATIONAL	0	Y
*	OTHER STRUCTURE	COOLING TOWER	OPERATIONAL	2249	Y
<b>T-Area</b>					
*	OTHER STRUCTURE	SEMIWORKS WASTE TANK MOCK-UP	OPERATIONAL	5482	Y
*	TRAILER	STORAGE BUILDING	OPERATIONAL	359	N
<b>Z-Area</b>					
*	BUILDING	SALTSTONE PROCESS FACILITY (#1)	OPERATIONAL	9109	Y
*	OTHER STRUCTURE	INTER-AREA LINE	OPERATIONAL	0	N

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## SECTION D

### PACKAGING AND MARKING

#### D.1 PACKAGING

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

#### D.2 MARKING

- (a) Each package, report, or other deliverable required by the Schedule, SOW, or other parts of the contract shall be accompanied by a letter, cover page, or other document which:
  - (1) Identifies the contract by number under which the item is being delivered;
  - (2) Identifies the deliverable Item Number per Section J, Appendix M and/or Report Requirement that requires the delivered item(s); and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial delivery or one that fully meets the delivery requirement.
- (b) Except as agreed to in writing by the CO, for any package, report, or other deliverable being delivered to a party other than the CO, a copy of the document required in (a) above, shall be simultaneously provided to the CO or office administering the contract, as identified in Section G.2 of the contract.

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## SECTION E

### INSPECTION AND ACCEPTANCE

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

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or (2) terminate the contract for default.

#### E.2 INSPECTION

Inspection of all items under this contract will be accomplished by the DOE Contracting Officer's Representative (COR) identified by the CO as responsible for the product, report, or service being delivered, or any duly authorized DOE representative as designated from time to time by the CO in writing in accordance with Section G of this contract. Primary inspection will be conducted at SRS but inspection may occur at other DOE locations or the Contractor's location. Inspection criteria used to determine whether the Contractor has met the requirements of the contract include, but are not limited to, compliance with Federal and State Laws and Regulations, applicable Nuclear Regulatory

Commission (NRC) and Occupational Safety and Health Administration (OSHA) requirements, DOE Directives and Standards, and Regulatory Agency Agreements. Inspection will be conducted in accordance with FAR Clause 52.246-5, "Inspection of Services-Cost Reimbursement" (APR 1984).

### **E.3 ACCEPTANCE**

Acceptance of all work and effort under this contract (including "Deliverables" in Section J, Appendix M) shall be accomplished by the CO, or any representative designated by the CO in writing. Acceptance criteria, which acknowledge items, services and deliverables conform to the applicable contract quality and quantity requirements, include compliance with Federal and State Laws and Regulations, applicable NRC and OSHA requirements, DOE Directives and Standards, Regulatory Agreements, and the Contractor performance objectives set forth in the contract.

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**SECTION F**

**DELIVERIES OR PERFORMANCE**

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

- (a) The CO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the CO shall either:
  - (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled, or the period of the order or any extension thereof expires, the Contractor shall resume work. The CO shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:
  - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the CO decides the facts justify the action, the CO may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the CO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the CO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## F.2 TERM OF THE CONTRACT

- (a) Contract Transition is expected to be from January 1, 2009 through March 31, 2009. Contractor assumes full responsibility for contract performance no later than April 1, 2009.
- (b) The Basic Term of the Contract is from April 1, 2009, through March 31, 2015.
- (c) The period of performance may be extended for a period of 2 years (Option 1), in accordance with F.3 below. If the 2-year option period is exercised, the total period of performance shall continue through March 31, 2017.
- (d) If Option 2 is exercised – Operation of SWPF from April 1, 2015, through March 31, 2017.

## F.3 FAR 52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed March 31, 2017.

## F.4 FAR 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The CO may exercise the option by written notice to the Contractor within 60 days prior to the end of the contract performance period. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

## F.5 DELIVERIES

All products, reports, and deliverables (Section J, Appendix M) under this contract shall be delivered to the CO shown in Section G, or duly authorized representative of the CO, as designated in writing by the CO.

**F.6 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance of this contract shall be within the site boundaries of the Savannah River Site, Aiken, South Carolina.

**F.7 CONTRACT CLOSE-OUT**

The Contractor shall submit a separate plan including budget and schedule for close-out of the contract 6 months prior to the end of the period of performance as specified in F.2 above. The Contract Close-out Plan shall include all remaining administrative matters necessary to close out the contract, including but not limited to: government property inventory and disposition; resolution of remaining and open litigation; audit of indirect costs; remaining records disposition required by the Government; or, any other activities required by Section I, FAR 52.216-7, "Allowable Cost and Payment."

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## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports, and other documents submitted under this contract, shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE), Savannah River Operations Office (SR), Contracting Officer's Representative (COR), with an information copy to the CO. Technical correspondence pertains to issues relating to work effort of the contract (i.e., requests for interpretation of contractual requirements for performance) or requests for approval of reports, drawings, or other work products.
- (b) Patents/Technical Data Correspondence. The Savannah River Operations Office, Office of Chief Counsel, ATTN: Patent Counsel, P. O. Box A, Aiken, SC 29802, is hereby designated to represent the CO in administering the Patent Clauses in this contract. The Patent Counsel is the Contractor's focal point for items concerning patent and technical data issues. The CO and COR shall be copied on all correspondence related to patents and technical data.
- (c) DOE Property Manager. The DOE Property Manager identified for this contract is provided below. The Contractor may use the Property Manager as a point of contact for guidance and assistance involving property requirements. The CO shall be contacted for any matter which involves a proposed change in any of the expressed terms and conditions of the contract:

Savannah River Operations Office  
DOE Property Manager  
P. O. Box A  
Aiken, SC 29802

- (d) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR and the Manager, SR.
- (e) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. "DE-AC09-09SR22505" (Insert subject topic after contract number, e.g., "Request for Subcontract Consent.")

- (f) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents will be submitted to DOE electronically, but shall also be available in paper copy, upon request, by the DOE CO or the DOE COR. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on Compact Disk. Electronic data shall be available within five days of the DOE request.

## G.2 CONTRACT ADMINISTRATION

- (a) The correspondence address of the U.S. Department of Energy (DOE) Contracting Officer is:

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

Changes to the CO or the address may be accomplished by written notification from the CO to the Contractor, without a formal contract modification.

- (b) Performance of the work under this Contract shall be subject to the technical direction of DOE Contracting Officer's Representative(s) (COR) in accordance with the Section G Clause entitled, *DEAR 952.242-70, Technical Direction (DEC 2000)*. Any change in any DOE COR may be made administratively by letter from the Contracting Officer consistent with Section G Clause entitled, *DEAR 952.242-70, Technical Direction (DEC 2000)*.
- (c) The payment method for this contract may be either via direct invoice payment or by drawdown of Government funds via the use of a modified Letter of Credit. The Contractor must select the desired method of payment upon contract award. The selected payment method will remain in effect for the duration of the contract.

The designated paying office for direct invoice payment under this contract is:

Direct Mail Address:

U.S. Department of Energy  
Oak Ridge Financial Services Center  
P.O.Box 4908  
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy  
Oak Ridge Financial Services Center  
200 Administration Road  
Oak Ridge, TN 37831  
(865) 241-5073

If the modified Letter of Credit payment method is selected, the Contractor will withdraw Government funds from the Automated Standard Application for Payment (ASAP) System based on the conditions stated herein: (1) withdrawals are limited to a monthly basis only and at the time that a certified invoice is submitted to the Contracting Officer (CO) for allowable costs. The withdrawal amount shall not exceed the amount of the certified invoice, (2) withdrawals for provisional fee, if authorized by the Contracting Officer, as provided for in Clause B.2 (h), Estimated Cost and Award Fee, (3) withdrawals for semi-annual fee when approved by the CO in accordance with Clause G.7 (b) Submission of Invoices, and (4) in accordance with Clause G.7, Submission of Invoices. All such withdrawals shall be considered provisional until cost incurred audits are performed and/or the CO makes a determination of cost allow ability in accordance with other provisions of the contract.

**G.3 DOE CONTRACTING OFFICER'S REPRESENTATIVE**

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the CO) that may give technical direction in accordance with the Section G clause entitled DEAR 952.242-70, "Technical Direction." The Contractor shall use the COR as the primary point of contact on technical correspondence (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of Section G, DEAR 952.242-70, "Technical Direction."

**G.4 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE COR. The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.

- (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the SOW;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or



- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**G.5 CONTRACTOR'S POINT OF CONTACT**

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

**G.6 CONTRACTOR PAYMENT ADDRESS**

If the contractor's payment address is different from the contractor's address specified on Standard Form 33, then provide it in the following space:

Name:  
Address:  
City/State:  
Phone Number:  
Electronic Address:  
POC:

**G.7 SUBMISSION OF INVOICES**

- (a) Cost Invoices. DOE will make payment to the Contractor or the Contractor may draw from the modified Letter of Credit as described in Section G.2, "Contract Administration." All such payments shall be considered provisional until approved by the CO and a cost incurred audit is performed. The Contractor shall submit monthly cost invoices, with supporting documentation, in accordance with FAR Clause 52.216-7, "Allowable Cost and Payment." The Contractor shall submit Cost Performance Reports (CPR) on a monthly basis. The CPR period must match the preceding invoices and must be received by DOE by the fifth working day of the following month.
- (b) Fee Invoices. The Contractor may submit invoices for semi-annual fee payments following receipt of the CO's consent to submit the invoice. Upon receipt of an acceptable invoice for fee payment, the CO will assess the need for further adjustments. Unless the CO elects to do otherwise, and as set forth below and elsewhere in this contract, fee payment or draw from the modified Letter of Credit will be made semi-annually, within thirty business days after CO's acceptance of the invoice.

- (c) Any basis for invoice withholding or reduction that is discovered after acceptance will be corrected on subsequent invoices. If DOE discovers such defects, the CO will notify the individual listed in Section G.9, "Defective or Improper Invoices," in writing. The CO's written notification will explain the nature of the basis for withholding or reduction, as well as specify the dollar amount of the withholding or reduction. If there is no response from the contractor within seven calendar days to reconcile the defect, the CO shall withhold from the subsequent invoice the associated cost of the defect plus applicable interest.
- (d) Nothing in this provision shall affect the rights of either DOE or the Contractor under the FAR Clause 52.232-25, "Prompt Payment" clause of this contract. DOE is not limited to seven days to notify the contractor of a defective invoice, and may notify and/or initiate withholding, or reduction until final payment to the Contractor.

#### **G.8 SPECIAL PROMPT PAYMENT PROVISIONS**

- (a) Any time before final payment, the CO may have the contractor's invoices or vouchers and statements of cost audited. Any payment to the Contractor may be:
  - (1) Reduced by amounts found by the CO not to constitute allowable costs, or
  - (2) Adjusted for prior overpayments or underpayments.
- (b) The contractor may expect that invoice review, as set forth in FAR 32.9 Prompt Payment, will be performed in the 30 business-day period succeeding invoice submission. Normally corrections will be seen on the invoice following the one in which adjustments are made. DOE's rights shall remain and are not limited to that initial 30 business day period.

#### **G.9 DEFECTIVE OR IMPROPER INVOICES**

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice.

James W. French, Project Manager  
Savannah River Remediation, LLC  
106 Newberry Street SW  
Aiken, SC 29801-3852  
(803) 502-5701

**PART I - THE SCHEDULE  
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SPECIAL CONTRACT REQUIREMENTS**

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## **H.1 PROGRAMMATIC RISKS AND UNCERTAINTIES**

Completion of the SOW will require DOE and the Contractor to successfully resolve, mitigate, eliminate, or avoid many types of risk. Risks to the workers, public, and the environment are managed through the Environment, Safety and Health (ES&H) Program and Integrated Safety Management System (ISMS) identified in the SOW. A Risk Management Plan shall be submitted with the contract performance baseline documents as required in the Section H clause entitled “Project Control Systems and Reporting Requirements” to address program and project management risks. The Plan shall be updated at least annually.

## **H.2 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this Contract, the Contracting Officer (CO) shall be the only individual under this Contract authorized to:

- Accept nonconforming material;
- Waive any requirement of this Contract; or
- Modify any term or condition of this Contract.

## **H.3 DOE CONTRACT ADMINISTRATION AND OVERSIGHT**

The Liquid Waste System at SRS presents significant workscope challenges to the Contractor, and makes it imperative that DOE has a focused approach for providing oversight of Contractor work. This approach shall provide effective DOE oversight of project work, yet it must not present the Contractor with burdensome or “non-value added” work related distractions. The oversight approach will be documented in the DOE Contract Management Plan and will include reviews of periodic progress reports submitted by the Contractor and direct observation by DOE employees of Contractor work in progress.

DOE oversight activities will focus primarily on ensuring safe operation and management of the Liquid Waste System at SRS. The DOE oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The Contractor shall respond to DOE oversight and to concerns, findings, and observations as identified by the CO or COR during the conduct of these oversight activities. The areas of oversight are:

- **Project Management Oversight:** This includes field inspections and the monthly assessment of project status, which will be used to determine and validate project performance.

- **Contract Management Oversight:** Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.
- **Financial Management Oversight:** DOE will review all budgetary data submitted by the Contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE or its representative will monitor and audit Contractor funds management practices and procedures to ensure compliance with applicable regulations and statutes.
- **Daily Oversight:** The DOE Federal Project Director, Safety System Oversight (SSO), Facility Representatives and/or Subject Matter Experts will conduct daily oversight and assessments. The purpose of these contacts will be to assess performance. In addition to this daily involvement, the Contractor shall support:
  - Management walkthroughs conducted in areas of the project or locations where work is ongoing;
  - Periodic walkthroughs by the regulators or DOE Headquarters personnel; and
  - Employee concerns elevated to DOE for evaluation.

#### **H.4 STOP-WORK AND SHUTDOWN AUTHORIZATION**

All Contractor and DOE employees have the right to stop any activity, regardless of who is performing the activity, if continuation of that activity would be considered an imminent health and safety hazard.

“Imminent Health and Safety Hazard” is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including radiation, toxic/hazardous chemicals, electrical and steam hazards.

**Stop-Work:** In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel over-viewing 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 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 stop work or other actions, as required. Such mitigating action should subsequently be coordinated with DOE and

Contractor management. The suspension or stop-work order should be promptly confirmed in writing from the CO.

Contractor and DOE employees have the right to recommend a facility shutdown, regardless of who is performing the activity, if continuation of that activity would be considered an imminent danger in relation to the Facility Safety Envelope.

“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) Radiation Exposure, (2) Fire/Explosion, and/or (3) Hazardous Chemical Exposure.

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 management or operators, facility health and safety personnel over-viewing 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 Federal Project Director and appropriate COR. Any written direction to suspend operations shall be issued by the CO, pursuant to the Section F clause entitled FAR 52.242-15 Stop Work Order.

Facility Representatives: DOE personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to “stop work,” which may apply to the suspension of operations 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 FR believes:

- Poses an imminent danger to health and safety of workers or the public if allowed to continue;
- Could adversely affect the safe operation of, or could cause serious damage to, the facility if allowed to continue; or
- Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.

The CO may at any time during the performance of this contract issue an order stopping work in whole or in part due to environmental, safety, and health reasons.

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.5 KEY PERSONNEL**

The personnel specified in Section J, Appendix B, Key Personnel, are considered to be essential to the work being performed hereunder. Unless approved in writing by the

CO, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days.

The Contractor shall designate a Project Manager, who will supervise the performance of all technical and administrative work under the contract. The Contractor's Project Manager shall receive and execute, on behalf of the Contractor, such technical directions as the CO or COR may issue within the terms and conditions of the contract.

Anytime any designated Key Personnel is replaced or removed for any reason under the Contractor's control within two (2) years of contract award, or within two years (2) of being placed in the position, whichever is later, the Contractor shall forfeit \$1,000,000 in fee if said Key Personnel is the Contractor's Project Manager, and \$500,000 in fee for each occurrence with all other Key Personnel. Likewise, if within two (2) years of contract award, or within two (2) years of being placed in the position, whichever is later, any Key Personnel voluntarily resigns, the Contractor shall forfeit \$1,000,000 in fee if said Key Personnel is the Contractor's Project Manager, and \$500,000 in fee for each occurrence with all other Key Personnel. The Contractor may request, in writing, that the CO waive all or part of these reductions in fee, if special circumstances exist. The CO shall have unilateral discretion to waive or not to waive all or part of a fee reduction.

#### **H.6 NO THIRD PARTY BENEFICIARIES**

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

#### **H.7 LABOR RELATIONS**

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the CO or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the CO regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the



Contractor shall obtain the approval of the CO before proposing or agreeing to changes in any pension or other benefit plans.

- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.
- (d) The Contractor will notify the CO or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the CO.

## **H.8 WORKFORCE TRANSITION**

### **INCUMBENT EMPLOYEES HIRING PREFERENCES**

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees as defined in H.9(e) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in the Section I clause entitled DEAR 952.226-74 Displaced Employee Hiring Preference. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

## **H.9 EMPLOYEE COMPENSATION: PAY AND BENEFITS**

### **(a) Human Resources Compensation Plan**

The Contractor shall submit within thirty (30) days after contract award, a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support, at reasonable cost, the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

### **(b) Total Compensation System**

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services"

("Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the CO. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Human Resources Compensation Plan as approved by the CO.

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) Reports and Information

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

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
- (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
- (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in paragraph (f) below.

(e) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours

per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Incumbent Employees are the employees who hold regular appointments of Washington Savannah River Company LLC, (WSRC), Bechtel Savannah River Company, Inc. (BSRI), BWXT Savannah River Company, BNG America Savannah River Corporation/Energy Solutions and CH2 Savannah River Company as of date of contract award.

(A) Pay. Subject to Section H.8 above, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to base pay provided by WSRC for at least the first year of the term of the Contract to individuals who are employed by the Contractor in positions with duties and responsibilities substantially equivalent to their duties and responsibilities with the predecessor contractor at Contract transition. Any changes in the job positions or classifications of management staff of the predecessor contractor hired by the Contractor shall be consistent with the Contractor's approved Total Compensation System as set forth in H.9 (b) and base pay shall be adjusted in accordance with any changes in their responsibilities or duties.

(B) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees who are hired by the Contractor during the first six months after Contract award comparable to that provided by WSRC. Comparability of the total benefit package shall be determined by the CO in his/her sole discretion.

Subject to plan eligibility requirements and applicable law, Incumbent Employees who are hired by the Contractor during the first six months after Contract award shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable). The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit (PRB) plans, as applicable, for Incumbent Employees and retired plan participants, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans. The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) Non-Incumbent Employees are new hires (i.e., employees other than Incumbent Employees) who are hired by the Contractor after contract award. All Non-Incumbent Employees shall receive a total pay and benefits

package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

(3) Cash Compensation

(A) The Contractor shall submit the following to the CO for a determination of cost allowability for reimbursement under the Contract:

- (i) Any additional compensation system self-assessment data requested by the CO that may be needed to validate and approve the total compensation system.
- (ii) Any proposed major compensation program design changes prior to implementation.
- (iii) An Annual Compensation Increase Plan (CIP).
- (iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.
- (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

(B) The CO's approval of individual compensation actions will be required only for the top five (5) most highly compensated employees, or others as identified by the CO.

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

- (i) Voluntarily separates, resigns, or retires from employment;
- (ii) Is offered employment with a successor/replacement contractor;
- (iii) Is offered employment with a parent or affiliated company;  
or
- (iv) Is discharged for cause.

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

(f) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for either Incumbent Employees or Non-Incumbent Employees until the CO makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (2) Cost reimbursement for Incumbent Employee and Non-Incumbent Employee pension and other benefit programs sponsored by the Contractor will be based on the CO's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the CO, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by the Contractor as part of its performance self-assessment described in paragraph (d)(4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the CO for approval prior to the adoption of any change to a pension or other benefit plan.
  - (A) An Employee Benefits Value Study (Ben-Val), every two years each for Incumbent and Non-Incumbent Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Incumbent and Non-Incumbent Employees measured against the RV of benefit programs offered by comparator companies approved by the CO. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and CO approved survey sources and,
  - (B) An Employee Benefits Cost Study Comparison, annually each for Incumbent and Non-Incumbent Employees that analyzes the Contractor's employee benefits cost for Incumbent and Non-Incumbent Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other CO approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the CO.

- (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, and if required by the CO, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a CO directed per capita cost range or total benefit cost as a percent of payroll.
  - (6) Within two years of CO approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the CO.
  - (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
  - (8) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the CO in writing.
  - (9) Cost reimbursement for PRBs is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code and Employee Retirement Income Security Act.
  - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.
  - (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
  - (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.

- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the CO with the following information within nine months of the last day of the current pension plan year.
  - (A) Copies of IRS forms 5500 with schedules; and
  - (B) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
  
- (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the CO for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Human Resources Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
  - (A) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
  - (B) The Contractor shall obtain the advance written approval of the CO for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
  - (C) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the CO prior to the scheduled date of plan termination.

#### **H.10 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS**

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

- b. If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the CO determines that the scope of work under the Contract has been completed (any one such event may be deemed by the CO to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
  - (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the CO regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the CO, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

#### **H.11 AGE DISCRIMINATION IN EMPLOYMENT**

The Contractor shall not discriminate against any employee, applicant for employment, or former employee on the basis of age. The Contractor shall comply with the Age Discrimination in Employment Act, with any state or local legislation regarding discrimination based on age, and with all applicable regulations under such laws.

#### **H.12 GOVERNMENT FURNISHED SERVICES AND ITEMS**

DOE and the Contractor recognize that implementation of the SOW in an optimized fashion is dependent upon many activities, including Government Furnished Services and Items (GFS/I). Section J, Appendix L, provides a description of the GFS/I to be furnished under this contract. DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I to be



furnished under the Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

- GFS/I Request: a 12-month advance projection of GFS/I to be furnished under the Contract, to be submitted no later than 6 months after contract award and three months prior to each fiscal year; and
- GFS/I Update (if needed): a quarterly update to the projection of GFS/I to be furnished under the Contract.

DOE will review the GFS/I Request and GFS/I Update. If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding the DOE action(s). The supported GFS/I will be added to Section J, Appendix L, Detailed Description of Government Furnished Services and Items, as a DOE commitment to the Contractor.

If DOE cannot support a Contractor request, DOE will notify the Contractor within 30 days that the requested GFS/I cannot be provided, and there will be no DOE commitment to the Contractor to furnish the GFS/I.

In the event that DOE is unable, for any reason, to provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE, including, but not limited to, requests for equitable adjustment.

### **H.13 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:
- (1) Is, or is suspected of being, a terrorist;
  - (2) Is the subject of an outstanding warrant;
  - (3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

- (4) Has presented false or forged identity source documents;
  - (5) Has been barred from Federal employment;
  - (6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
  - (7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (b) The Contractor shall assure:
- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the CO.
  - (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE -owned or leased facilities and (ii) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the CO or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

## H.14 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

(a) Project Control System

The Contractor shall establish, maintain and use a project control system that is tailored based on the project's size, risk and complexity. Project documentation requirements are tailored by degree of detail, not omitted entirely. The project control system shall reflect the project status relative to cost and schedule performance, and tracks changes to the baseline. This system shall be fully integrated with the financial accounting system to ensure consistent reporting of costs. The Contractor shall maintain a project control system in accordance with the following requirements:

1. Attachment 1 to DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006, and its implementing manual, DOE Manual 413.3-1.
2. Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999.
3. Primavera Project Manager Version 5.0, or as may be directed by the CO, for scheduling activities to ensure standardization as required by DOE-EM and to allow integration with the EM Integrated Schedule.
4. Costs incurred in performance of this contract shall be reported in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-04 and in a format ready for incorporation into DOE's Environmental Cost Analysis System (ECAS) database.

The Contractor shall provide the CO with a detailed written description of the proposed project control system for review and approval within sixty (60) days after award of this contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.

The DOE COR or designated representatives will conduct a compliance review of the Contractor's proposed project control system to determine if the description and procedures meet the intent of this contract clause. The Contractor shall provide the Contracting Officer, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system.

(b) Baseline Development and Cost Collection.

The Contractor shall develop and submit for approval by the CO, a baseline consistent with the terms and conditions of this contract including H.50 Performance Requirements, and its proposal no later than 6 months after award.

The baseline shall be developed in accordance with DOE Order 413.3A and include all of the scope identified in the SOW. The Work Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract. The Contractor shall propose a WBS and dictionary that represents the SOW.

The Contractor shall develop a Risk Management Plan (RMP) in accordance with DOE Order 413.3A that identifies internal and external risks to achieving the project baseline including programmatic, operational, legislative, regulatory, institutional, and other requirements, constraints, and assumptions that may affect technical, schedule, and cost baselines. The RMP will define, analyze and provide a quantitative assessment of potential technical, performance, cost and schedule risks, as well as document actions taken and planned to mitigate potential impacts to scope execution. The Contractor shall provide its assessment of the impact of these uncertainties on project execution. If, in the Contractor's opinion, the risks are significant, the Contractor shall describe its approach to eliminate, avoid, or mitigate the risks. When developing approaches to eliminate, avoid or mitigate risks, the Contractor shall propose an allocation of risk responsibility to the organization best suited to manage the risk. The RMP shall be submitted with the Contract Performance Baseline and updated at least annually.

Cost estimates shall be integrated with the WBS and use estimating methodologies consistent with DOE Order 413.3A. Costs shall be discernable by direct, indirect and fee. The project control system must maintain capability to provide total estimated cost (TEC), total project cost (TPC), estimates-to-complete (ETC), and estimates-at-completion (EAC). The cost estimate format elements shall be compatible with ECES, ASTM International Designation E: 2150-04.

Schedules shall be developed that integrate with the WBS using the DOE standard project management software. All project workscope shall be included regardless of funding source. Each WBS element will have assigned duration that will be based on workscope. Activity logic links shall depict all workscope constraints and decision points and shall be integrated into a total project network schedule. Activities shall be resource loaded at the lowest practical level of the WBS to develop time-phased budgets that are integrated with the schedule. Labor resources shall be loaded based upon a staffing analysis. Float analysis will be summarized at the total project level. Project management systems and baseline network schedules shall have the capability to provide detailed schedule and cost analysis for alternative baselines or "what-if" scenarios. This analysis capability is separate from and in addition to baseline change and configuration control processes.

The Contractor shall analyze DOE proposed or directed funding changes for its impact on technical, schedule, and cost elements of the baseline, along with potential impacts to the total estimated cost and schedule of the contract. Any Contractor-requested changes or DOE-directed changes shall be addressed through the established change control process. This process will not, in and of itself, have the authority to change the total estimated cost or schedule of the contract.

Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. By June 30 each year, DOE will provide an estimate of any budget restrictions or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project.

The Contractor shall prepare a project performance forecast three months prior to the end of the fiscal year for all remaining fiscal years from the approved project baseline.

The Contractor shall provide variance justification for differences between planned and actual performance against the total project baseline and the estimated cost and schedule. Performance analysis techniques shall be documented using earned-value methods as described by ANSI/EIA 748-A-1998. This performance data shall be reported to DOE. Performance metrics (i.e., quantities) are preferred for all technical workscope unless otherwise approved by the CO. For variances greater than 10%, the analysis shall detail the causes for variance and corrective action required.

The EAC for the fiscal year shall be evaluated quarterly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.

All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and allocated to the appropriate cost elements. The Contractor must also maintain a proper accounting system that is separate and distinct from its project control system.

Costs shall be collected at a charge number level and be able to be summarized. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

(c) Project Reporting.

The Contractor shall provide quarterly status reports of the PBS in a format approved by the CO. The status shall include cost and schedule variance to the Project Baseline Summary (PBS), the status of major milestones, and critical

technical or programmatic issues. This report shall also include overall narrative summaries, analysis of schedule trends and project float, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates. The analysis of funds expenditure shall include a report of monthly and cumulative costs of performance by cost element in a format compatible with ECES and ready for incorporation into the ECAS database by DOE.

Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the baseline, and the approved PBS. The Contractor's reporting system shall be able to provide for the following at the total PBS level:

- Timely incorporation of contractual changes affecting estimated cost and schedule;
- Reconciliation of estimated costs for those elements of the PBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning;
- Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments; and
- Revisions to the contract estimated costs for Government-directed changes to the contractual effort.

The Contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the CO for control and approval authority, except during compliance reviews.

The Contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance and support the Contractor's reporting requirements.

(d) Baseline Change Management.

The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes shall be proposed when:

- Necessitated by project delays, events or other impacts outside the control of the Contractor that result in an impact to the Contractor's ability to meet the overall target cost and schedule and target fee structure;

- The parties have negotiated an equitable adjustment in accordance with the section I clause entitled, "Changes - Cost Reimbursement" or other clauses of this contract.

NOTE: Cost and schedule variances do not constitute or necessitate a baseline change.

Provided that the change does not affect total cost or schedule for the reasons stated above, the baseline change control thresholds for scope, cost and schedule shall be the lesser of the following:

DOE Headquarters	\$10,000,000 or 20% of the PBS annually
Local DOE	\$5,000,000 or 10% of the PBS annually
Contractor	Up to the local DOE Level

Additional work scope can only be authorized by the CO regardless of the threshold level.

The current year EAC Analysis shall track and manage changes in funding at the PBS level.

Specific change control time frames for consideration and approval will be established by the CO. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes, at any level, shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of Change Control Board records and project management records resides with DOE.

Any changes to cost, schedule, or fee shall be executed only through a contract modification by the CO pursuant to the contract terms and conditions. Baseline changes will not imply the need for changes to cost, schedule, or fee.

## **H.15 STAKEHOLDER INTERACTION**

The Contractor shall engage in cooperative interactions through and with stakeholders, including but not limited to:

- U.S. Nuclear Regulatory Commission (NRC)
- U.S. Environmental Protection Agency (USEPA)
- South Carolina Department of Health and Environmental Control (SCDHEC)
- Occupational Safety and Health Administration (OSHA)
- Department of Energy Headquarters (DOE-HQ)
- Congressional Staff
- U.S. Department of Labor (DOL)

- DOE Inspector General (IG)
- U.S. Attorney's Office
- Government Accountability Office (GAO)
- Defense Contract Audit Agency (DCAA)
- Local Emergency Responders and Law Enforcement
- Local Citizen's Advisory Board (CAB)
- Defense Nuclear Facilities Safety Board (DNFSB)
- Other State and Federal Agencies, as applicable.

**H.16 PRIVACY ACT SYSTEMS OF RECORDS**

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

DOE System Title/Number

DOE-05	Personnel Records of Former Contractor Employees
DOE-15	Payroll, and Pay Related Data for Employees of Terminated Contractors
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-40	Contractor Insurance Claims
DOE-43	Personnel Security Clearance Files
DOE-51	Employee and Visitor Access Control Records

The above list shall be revised from time to time by the CO as may be necessary to keep it current. Such changes will be formally incorporated by modification.

**H.17 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE**

The Contractor shall maintain an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, reporting, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall be accountable for ensuring that teaming partners, subcontractors, etc., adhere to the PAAA aforementioned requirements.

**H.18 DISPOSITION OF INTELLECTUAL PROPERTY-FAILURE TO COMPLETE CONTRACT PERFORMANCE**

- (a) In the event of a termination for default or termination for convenience, DOE may take possession of all technical information, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary for design, construction, operation, cleanup and closure activities associated with the SOW, subject to the Rights in Data – Facilities clause of this contract. Technical information includes, but is not limited to, designs, operation manuals, flowcharts,



software, work progress reports, and any other information necessary for design, construction, operation, cleanup and closure activities associated with the Liquid Waste SOW.

- (b) Upon request, the Contractor agrees to grant to the Government an irrevocable, nonexclusive, paid-up license in and to any intellectual property, including any technical information and limited rights data, which are owned or controlled by the Contractor, at any time through completion or termination of this contract and which are necessary for the continued design, construction, operation, cleanup, and closure activities associated with the SOW, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license to future contractors for the design, construction, operation, cleanup, and closure activities associated with the SOW. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property for the design, construction, cleanup, and closure activities associated with the SOW to DOE or such other third party as DOE may designate.
- (d) Only to the extent DOE requires use of technical data or other intellectual property as set forth above to perform the scope of work contemplated under this Contract, the Government agrees that in the event this Contract is terminated in the Government's interest pursuant to Article I-109, FAR 52.249-6(a)(1) the Government agrees to consider a request from the Contractor for a royalty payment to the Contractor for use of limited rights data, restricted computer software, and other intellectual property of the Contractor for any such use following termination in accordance with Article I-109, FAR 52.249-6(a)(1). If DOE agrees that the equities of the situation warrant the payment of a royalty, DOE agrees to negotiate for the payment of a reasonable royalty which shall take into account the extent of use of such intellectual property by DOE or its contractors, the validity of such intellectual property rights, and other factors deemed appropriate. Contractor will not be entitled to any compensation from DOE for use of technical data or other intellectual property to perform the scope of work contemplated under this Contract. Furthermore, DOE and Contractor agree that in the event of any dispute or controversy during the negotiations of payment of said royalty or thereafter concerning the use of Contractor's or its related companies' limited rights data and restricted computer software or amounts due thereof, such data will be delivered to DOE pending resolution of any such dispute, and, neither the Contractor nor its related companies shall seek or obtain injunctive relief prohibiting the Government or its contractors from using such data and computer software to perform the scope of work contemplated under this Contract; provided, however, that such limitation shall not be construed to prevent the Contractor from recovering compensation from the Government for such use. For purposes of this paragraph (d), the Government's rights of access and use provided in paragraphs (a), (b), and (c)

shall commence upon notice to Contractor of the Government's intention to terminate this agreement, irrespective of any compensation that may be due Contractor.

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

#### **H.19 RESERVED**

#### **H.20 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The representations, certifications, and other statements of Offeror, completed by the Contractor, and dated August 18, 2008 are hereby incorporated by reference.

#### **H.21 STANDARD INSURANCE REQUIREMENTS**

In accordance with DEAR 952.231-71 "Insurance – Litigation and Claims," the following kinds and minimum amounts of insurance are required during the performance of this contract:

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

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

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

- (2) General liability insurance:

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

- (3) Automobile liability insurance:

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

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

## **H.22 WAGE DETERMINATION RATES**

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination in Part III, Section J, Appendix J, U.S. Department of Labor Wage Determination. Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly.

## **H.23 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2006)**

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

## **H.24 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS - SENSE OF CONGRESS**

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

## **H.25 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY**

- (a) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties," for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" is defined as requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses.
- (b) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party (i) signs the permit applications, manifests, reports or other required documents; (ii) is a permittee; (iii) is the named subject of an enforcement action; or, (iv) is assessed a fine or penalty by the cognizant regulatory authority.

- (c) Regardless of which party to this Contract is the named subject (Contractor or DOE) of an enforcement action for noncompliance with environmental requirements by the cognizant regulatory authority, provisions of this Contract related to allowable costs will govern liability for payment of any fine or penalty. If the named subject of an enforcement action or assessment of a fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost provisions of this contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty, or reimburse DOE (if DOE pays the fine or penalty).

## **H.26 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS**

The Contractor shall be responsible for becoming a party to all regulatory compliance agreements, and licenses and permits issued by any federal, state or local regulatory agency associated with the SOW under this contract, including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Section J, Appendix I, describes permits currently held by SR or the current contractor. Except as specifically provided in this section and to the extent not prohibited by law or the cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits associated with the SOW under this contract. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by the cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner, co-operator, or some other similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

Unless otherwise authorized by the CO, the Contractor must submit to the CO for review and comment, all permit applications, reports, or other documents required to be submitted to the cognizant regulatory authority. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such documents with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is true, accurate, and complete.

Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.

In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility as operator for such permits.

## **H.27 LEGAL MANAGEMENT PLAN**

The Contractor shall comply with all requirements of 10 CFR 719. As part of that compliance, the Contractor shall submit a Legal Management Plan in accordance with 10 CFR 719, and include the item set forth in 10 CFR 719.10 to the CO for approval within sixty (60) days after contract award.

The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the plan shall describe the matters in-house counsel will perform as well as anticipates performing throughout the life of the contract. The Contractor should not retain outside counsel for matters that can be performed by in-house counsel. Within this plan, the Contractor shall compare rates of retained legal counsel with the rates of firms in the Central Savannah River Area (CSRA). Once approved by the CO, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the CO to reimburse litigation and other legal expenses performed by retained legal counsel. The Plan may be revised from time to time to conform to legal management rules or policies established or adopted by the Department of Energy.

## **H.28 PERFORMANCE EVALUATION AND MEASUREMENT PLAN**

- (a) The determination of award fee earned shall be based upon a Performance Evaluation and Measurement Plan (PEMP), which includes the performance criteria for earning award fee and the distribution of award fee as provided in paragraph (d) below. The PEMP will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor with approval of the Contract Performance Baseline.
- (b) Key aspects of the technical approach proposed by the Contractor and incorporated into Section H.50, Performance Requirements, will be included in the PEMP. If the contractor fails to make progress towards successful execution or achievement of these key aspects of the technical approach, the Government may exercise any of its rights and remedies under the contract, including those contained in Section B.5 clause entitled, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) (JAN 2004) (Deviation).
- (c) The PEMP will set forth the evaluation period(s) and the criteria upon which the Contractor will be evaluated. The Contractor may submit a self-evaluation of performance for each evaluation period. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated will be given such consideration as the FDO shall find appropriate.

- (d) The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.
- (e) The Total Available Award Fee, identified in Section B.2, will be earned for the Contractor's performance against the criteria established in the PEMP.
- (f) The PEMP will identify the fee-bearing activities and establish the method of award fee determination.
- (g) Any unearned fee from the award fee made available for each evaluation period, Performance Based Incentive (PBI), or other incentive shall not be eligible to be earned under future periods, PBIs, or incentives.
- (h) While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with this clause and the PEMP, the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract requirements, regardless of whether or not those requirements are specifically identified. To the extent the Contractor does not perform those requirements, the FDO may reduce the fee determination. In the event that the Contractor's performance is considered unacceptable in any area of contract performance, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly may withhold the entire performance fee for the evaluation period.

## **H.29 COOPERATION WITH OTHER SITE CONTRACTORS**

DOE may have, undertake, or award other prime contracts for additional work at SRS. Such prime contracts may include, but are not limited to, the following activities: infrastructure services, transportation, mechanical, and health and human services (other than those specified in the SOW).

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

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

The Contractor is not authorized to direct any DOE contractor, except as specified elsewhere in this contract or as directed by the CO. The CO has the authority to direct the Contractor to cease interference in the activities of other DOE contractors.

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

In the event that the Contractor violates this clause in any material and significant way, that is, that the Contractor's interference or lack of cooperation with another DOE contractor causes or substantially contributes to that other DOE contractor's inability to produce timely any deliverable, the CO may reduce the Contractor's fee by no more than five percent (5%) of the total amount of fee earned by the Contractor for the performance evaluation period in which the violation occurred.

### **H.30 MENTOR-PROTÉGÉ PROGRAM**

Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. The Contractor may mentor an active Protégé company through the DOE and/or SBA Mentor-Protégé Programs.

DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Acquisition Regulation (DEAR) 919.70.

SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

### **H.31 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the Contractor plans to offer a deliverable that involves IT that is not initially

compliant, the Contractor agrees to: (1) obtain the CO's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the Contractor find that the SOW or specifications of this contract do not conform to the IPv6 standard, it must notify the CO of such nonconformance and act in accordance with instructions of the CO.

### **H.32 CRITICAL SUBCONTRACTS – DESIGNATION AND CONSENT**

Critical subcontracts are those subcontracts where failure would seriously jeopardize the successful completion and/or progress of the Liquid Waste program. Throughout the life of this contract, critical subcontracts will change as problems are identified and solved, milestone schedules passed, scope completed, etc.

The following subcontracts have been determined to be critical subcontracts:

AREVA Federal Services, LLC  
EnergySolutions Federal EPC, Inc.  
Washington Safety Management Solutions, LLC

The above subcontracts require notification to, and consent by, the CO regardless of any exceptions that may be stated in the Subcontracts clause (FAR 52.244-2) of this contract. Consent of these subcontracts is retained by the CO and will not be delegated. The CO may unilaterally designate additional subcontracts as "critical" without such action constituting a basis for adjustment to any other terms of the contract.

### **H.33 SALES AND USE TAXES**

In accordance with the laws and regulations of the State of South Carolina, the Contractor is required to pay sales and use taxes on purchases of certain goods and services required under the contract.

### **H.34 ADMINISTRATION OF SUBCONTRACTS**

- (a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of the CO.
- (b) DOE reserves the right to direct the contractor to assign to DOE or another Contractor any subcontract awarded under this contract.
- (c) The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-



down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing.

- (d) DOE reserves the right to identify specific work activities in the SOW to remove (de-scope) from the contract in order to contract directly for the specific work activity. The Department will work with the Contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses. The Contractor agrees to facilitate these actions. This will include identifying direct contracting opportunities for small businesses for work presently performed under subcontracts as well as work performed by Contractor employees. The Contractor shall notify DOE one-year in advance of the expiration of any of its subcontracts or if applicable, one-year prior to the exercise of an option and/or the option notification requirement, if any, contained in a subcontract. DOE will review this information and the requirements of the Contractor to determine the appropriateness for small business opportunities. This review may result in DOE electing to enter in contracts directly with small businesses for these areas of work.

The CO will give notice to the Contractor not less than 120 calendar days prior to the date for exercising the option and/or the expiration of the subcontract and/or prior to entering into contract for work being performed by Contractor employees. Following award of these direct federal contracts, DOE may assign administration of these contracts to the Contractor. The Contractor agrees to accept assignments from DOE for the administration of these contracts. The parameters of the Contractor's responsibilities for the small business contracts and/or changes, if any, to the instant contract will be incorporated via a modification to the contract. The Contractor will accept management and administration responsibilities, if so determined.

### **H.35 COMMUNITY COMMITMENT**

It is the policy of DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders; (2) engaging regional stakeholders in issues and concerns of mutual interest; and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

### **H.36 PERFORMANCE GUARANTEE**

If the Contractor is a joint venture, limited liability company, other similar entity, or a newly formed entity, the Contractor's parent organization(s) or all member organizations shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Appendix F. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and

several liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

**H.37 RECOGNITION OF PERFORMING ENTITY**

- (a) The Contractor and the Government recognize that the parties named below form the performing entity on which the award of this contract was based.

Offeror:

Savannah River Remediation LLC

Limited Liability Company Members:

- Washington Group International, Inc.
- Babcock & Wilcox Technical Services Group, Inc.
- Bechtel National, Inc.
- CH2M HILL Constructors, Inc.
- ~~AREVA Federal Services, LLC (Non-Voting) (Integrated and Critical Subcontractor)~~

*GAH* / 12/8/08  
*JB* / 12/8/2008

Other Critical Subcontractors per Special Contract Requirement H.32:

- EnergySolutions Federal EPC, Inc.
- Washington Safety Management Solutions LLC
- AREVA FEDERAL SERVICES, LLC*

*GAH* / 12/8/08  
*JB* / 12/8/2008

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

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

**H.38 RESPONSIBLE CORPORATE OFFICIAL**

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

Name: David A. Pethick  
Position: President, Energy & Environment, Washington Group International, Inc.  
Company: Washington Division of URS Corporation

### H.39 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled “Term of the Contract,” the Contractor shall perform those activities that are necessary to transition the work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the CO.
- (b) The Contractor shall submit a transition plan and budget to the CO for approval within 5 working days after award of the contract. The plan shall include a schedule of major activities, and address as a minimum:
- Communication process among DOE, the incumbent SRS Contractor, assigned subcontractors, incumbent employees, other SRS contractors, and site tenants;
  - Identification of key transition issues and milestones;
  - Identification of a transition team (inclusive of consultants and teaming members, if any);
  - Integration of work packages (direct and indirect) and budgets from incumbent contractors;
  - Approach to minimizing impacts on continuity of operations;
  - Dispute Resolution;
  - Assumption of LW programs and projects;
  - Human resource management;
  - Implementation of existing or proposed management and operating systems (e.g., Project Management, Integrated Safety Management, Operating Procedures, General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating);
  - Assumption of all ES&H responsibilities, functions, and activities;
  - A cost breakdown sufficient to support the proposed transition budget;
  - Development of all interface control documents;
  - Assumption of permits, applications, licenses, and other regulatory documents;
  - Implementation of the S/RID requirements;
  - Establishment of the Special Financial Institution Account Agreement;
  - Assumption of Authorization Bases documents and Documented Safety Analysis process.

- (c) Pursuant to Section H.8, the Contractor shall submit within 60 days of contract award a final report of the names of Incumbent Employees to be hired under this Contract.
- (d) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. DOE will assess the Contractor's readiness to assume responsibility prior to CO approval. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO.

#### **H.40 TRANSITION TO FOLLOW-ON CONTRACT**

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

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

After selection by the Government of any successor Contractor, the Contractor and such successor Contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor Contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor Contractor will assume responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

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

#### **H.41 SMALL BUSINESS SUBCONTRACTING PLAN**

The Small Business Subcontracting Plan submitted by the Contractor in accordance with the clause in Section I entitled "Small Business Subcontracting Plan" and approved by the CO is incorporated into the contract in Section J, Appendix A. The CO shall approve any necessary changes to the plan.

#### **H.42 EMPLOYEE CONCERNS PROGRAM**

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

#### **H.43 DETERMINATION OF APPROPRIATE LABOR STANDARDS**

DOE shall determine the appropriate labor standards, in accordance with the Service Contract Act, the Davis-Bacon Act, or other applicable labor laws which shall apply to work performed under this contract. Where requested by DOE, the Contractor shall provide such information in the form and time frame required by DOE, as may be necessary for DOE to make such labor standards determinations. The Contractor will then be responsible for ensuring that the appropriate labor standards provisions are included in subcontracts, and for obtaining and applying the appropriate wage determinations.

#### **H.44 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT**

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

- (1) The Contractor must agree to conduct and complete a full inventory of all accountable special nuclear material during the transition period and accept full accountability for that special nuclear material at the end of transition.
- (2) The Contractor must agree to accept, at the end of transition, transfer of accountability for the remaining government-owned property (real and personal) not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, and complete a formal inventory of all other nuclear material, non-nuclear material, real property, and personal property within 120 calendar days after the end of transition. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages in accordance with other provisions of the contract as applicable.

**H.45 COMPETITION AND LABOR RELATIONS IN MANAGEMENT AND OPERATING AND OTHER MAJOR FACILITIES CONTRACTS**

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

- (a) Unless acting in the capacity of a constructor on a particular project, the Contractor shall not:
  - (1) Require bidders, offerors, contractors, or subcontractors to enter into or adhere to nor prohibit those parties from entering into or adhering to agreements with one or more labor organizations, i.e., project labor agreements, that apply to construction projects(s) to this contract; or
  - (2) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or to otherwise adhere to project labor agreements for construction project(s) relating to this contract.
- (b) When the Contractor is acting in the capacity of a constructor, i.e., performing a substantial portion of the construction with its own forces, it may use its discretion to require bidders, offerors, contractors, or subcontractors to enter into a project labor agreement that the Contractor has negotiated for that individual project.
- (c) Nothing in this clause shall limit the right of bidders, offerors, contractors, or subcontractors to voluntarily enter into project labor agreements.

**H.46 INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR SUBCONTRACTORS TO PARTICIPATE IN THE MULTIPLE EMPLOYER PENSION PLAN**

- (a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension benefits for Incumbent Employees as defined in paragraph (e)(1) of the Section H Clause entitled, Employee Compensation: Pay and Benefits. The Contractor shall submit its proposed agreement to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F Clause entitled, Term of the Contract.
- (b) The Contractor shall flow down to all subcontractors that are subject to the agreement in Section (a) of this Clause the requirements of paragraphs (d) (3) and (4), (f), and (g) of the Section H Clause entitled, Employee Compensation: Pay and Benefits, and paragraphs (a) and (b) of the Section H clause entitled, Post-Contract Responsibilities for Pension and Other Benefit Plans.

- (c) For the purpose of determining allowability of costs, the Contractor shall not take any action that would result in the change of status of any Incumbent Employee with respect to the continued active participation in the Plans identified in paragraph (e)(1)(B) of the Section H Clause entitled, Employee Compensation: Pay and Benefits, without the prior written approval of the Contracting Officer.
- (d) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

#### **H.47 RESERVED**

#### **H.48 FACILITY OPERATIONS AND INFRASTRUCTURE**

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

#### **H.49 INTERNAL AUDIT**

The contractor agrees to design and maintain an internal audit plan and an internal audit organization.

- (1) Upon contract award, the exercise of any contract option, or the extension of the contract, the contractor must submit to the Contracting Officer for approval an Internal Audit Implementation Design to include the overall strategy for internal audits. The Audit Implementation Design must describe:

- (i) The internal audit organization's placement within the contractor's organization and its reporting requirements;
  - (ii) The audit organization's size and the experience and educational standards of its staff;
  - (iii) The audit organization's relationship to the corporate entities of the contractor;
  - (iv) The standards to be used in conducting the internal audits;
  - (v) The overall internal audit strategy of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;
  - (vi) The intended use of external audit resources;
  - (vii) The plan for audit of subcontracts, both pre-award and post-award; and
  - (viii) The schedule for peer review of internal audits by other contractor internal audit organizations, or other independent third party audit entities approved by the DOE Contracting Officer.
- (2) By each January 31 of the contract performance period, the contractor must submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year. That report shall reflect the results of the internal audits during the previous fiscal year and the actions to be taken to resolve weaknesses identified in the contractor's system of business, financial, or management controls.
- (3) By each June 30 of the contract performance period, the contractor must submit to the Contracting Officer an annual audit plan for the activities to be undertaken by the internal audit organization during the next fiscal year that is designed to test the costs incurred and contractor management systems described in the internal audit design.
- (3) The Contracting Officer may require revisions to documents submitted under paragraphs (1), (2), and (3) of this clause, including the design plan for the internal audits, the annual report, and the annual internal audits.

## **H.50 PERFORMANCE REQUIREMENTS**

- (a) Section C, Statement of Work specifies certain end state requirements which the Contractor shall achieve. In its Technical Proposal dated August 18, 2008,



the Contractor (i) committed to deliver end states that exceed the Statement of Work-specified end states and (ii) made additional commitments. The contract end states and additional commitments proposed by the Contractor in its Technical Proposal are incorporated as contract performance requirements in paragraph (b) below as they relate to the basic contract period and the option periods, if exercised, and shall be incorporated in the Contract Performance Baseline as specified in H.14 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS. Additionally, the Contractor-proposed end states and additional commitments will be included in the Performance Evaluation and Measurement Plan.

## (b) Performance Requirements

Performance Requirement	Commitment
1. Operationally close non-compliant tanks <ul style="list-style-type: none"> <li>a. Operationally close 15 non-compliant tanks (independent of SWPF processing)</li> <li>b. Operationally close all 22 non-compliant tanks</li> </ul>	<ul style="list-style-type: none"> <li>a. By end of Basic Term</li> <li>b. By end of Option 1 (if exercised)</li> </ul>
2. Implement Enhanced Chemical Cleaning for liquid waste tank cleaning	By end of January 2011
3. Consolidate all remaining F Area sludge waste into Tank 26	By end of Option 1 (if exercised)
4. Produce DWPF Canisters <ul style="list-style-type: none"> <li>a. Produce 1945 canisters at DWPF</li> <li>b. Produce 2715 canisters at DWPF</li> </ul>	<ul style="list-style-type: none"> <li>a. By end of Basic Term</li> <li>b. By end of Option 1 (if exercised)</li> </ul>
5. Improve DWPF Canister Waste Loading <ul style="list-style-type: none"> <li>a. Achieve and sustain 36 weight percent</li> <li>b. Achieve and sustain 40 weight percent</li> </ul>	<ul style="list-style-type: none"> <li>a. Beginning with Sludge Batch 6</li> <li>b. By end of FY 2011</li> </ul>
6. Reduce DWPF recycle stream generation	Reduce by 1.25 million gallons per year
7. Improve ARP/MCU operations <ul style="list-style-type: none"> <li>a. Improve throughput rate</li> <li>b. Increase Cs-137 Decontamination Factor (DF)</li> </ul>	<ul style="list-style-type: none"> <li>a. Achieve 4 gallons per minute throughput rate</li> <li>b. Achieve average DF of 200</li> </ul>
8. Enable batch transfers of LLW from ETF	Complete LW facility

directly to Saltstone	modifications to enable first batch transfer of LLW from ETF directly to Saltstone by FY 2012
9. De-couple and protect SWPF from being shut down by a: a. DWPF outage b. Saltstone Facility outage	a. Provide at least 21 days of surge capacity for SWPF strip effluent prior to SWPF startup b. Provide at least 45 days of Decontaminated Salt Solution lag storage prior to SWPF startup

**PART II - CONTRACT CLAUSES**

**SECTION I – CONTRACT CLAUSES**

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**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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://acquisition.gov/far/index.html>.

**I.2 FAR 52.202-1 DEFINITIONS (JUL 2004)**

**I.3 FAR 52.203-3 GRATUITIES (APR 1984)**

**I.4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

**I.5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

**I.6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)**

**I.7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I.8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

**I.9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)**

**I.10 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

**I.11 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)**

(a) Definitions. As used in this clause-

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be

assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business name.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to: (A) change the name in the CCR database; (B)

comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**I.12 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

**I.13 FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)**

- (a) Definitions.

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at <http://www.nm.blm.gov/>.

“Major helium requirement” means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements—

- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
- (2) The Contractor shall provide to the CO the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier—
  - (i) The name of the supplier;
  - (ii) The amount of helium purchased;
  - (iii) The delivery date(s); and
  - (iv) The location where the helium was used.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

**I.14 FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JUNE 2006)**

**I.15 FAR 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (SEP 2006)**

**I.16 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 1999)**

**I.17 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**

**I.18 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)**

**I.19 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)**

**I.20 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)**

**I.21 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**

**I.22 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.23 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)**

**I.24 FAR 52.216-7 ALLOWABLE COST AND PAYMENT AS MODIFIED BY DEAR 952.216-7, ALLOWABLE COST AND PAYMENT (DEC 2002) (ALTERNATE II)**

**I.25 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**



The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

- I.26 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JULY 2005)**
- I.27 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
- I.28 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2006) – ALTERNATE II (OCT 2001)**
- I.29 FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)**
- I.30 FAR 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – DISADVANTAGED STATUS AND REPORTING (OCT 1999)**
- I.31 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- I.32 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**
  - (a) The use of overtime is authorized under this contract if the overtime premium does not exceed “zero” or the overtime premium is paid for work—
    - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
    - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
    - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
    - (4) That will result in lower overall costs to the Government.
  - (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the CO to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.33 FAR 52.222-3 CONVICT LABOR (JUN 2003)**

**I.34 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)**

**I.35 FAR 52.222-6 DAVIS-BACON ACT (JUL 2005)**

**I.36 FAR 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)**

**I.37 FAR 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)**

**I.38 FAR 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)**

**I.39 FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**

**I.40 FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)**

**I.41 FAR 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)**

**I.42 FAR 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**

**I.43 FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**

**I.44 FAR 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)**

**I.45 FAR 52.222-16 APPROVAL OF WAGE RATES (FEB 1988)**

**I.46 FAR 52.222-17 LABOR STANDARDS FOR CONSTRUCTION WORK—FACILITIES CONTRACTS (FEB 1988)**

- I.47 FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)**
- I.48 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- I.49 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
- I.50 FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**
- I.51 FAR 52.222-30 DAVIS-BACON ACT—PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)**
- I.52 FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**
- I.53 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**
- I.54 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**
- I.55 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**
- I.56 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005)**
- I.57 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

The Department of Labor Wage Determination is provided in Section J, Appendix J of this Contract.

- I.58 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUGUST 2007)**

**I.59 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)**

- (a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as national stock number or special item number. This information shall be included on the material safety data sheet submitted under this contract.

Material (if none, insert none)

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Identification No.

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- (c) The apparently successful Offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. 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 CO and resubmit the data.
- (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 or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the CO and resubmit the data.

- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to—
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDSs to consignees in advance of receipt of shipments by consignees, if authorized in writing by the CO.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If

affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.60 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

**I.61 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

**I.62 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)**

(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 used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

**I.63 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)**

**I.64 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

**I.65 FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)**

**I.66 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

**I.67 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

**I.68 FAR 52.224-2 PRIVACY ACT (APR 1984)**

**I.69 FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (JUN 2003)**

**I.70 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
(FEB 2006)**

**I.71 FAR 52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED  
SUBJECT MATTER (APR 1984)**

- (a) Before filing or causing to be filed a patent application in the United States disclosing any subject matter of this contract classified "Secret" or higher, the Contractor shall, citing the 30-day provision below, transmit the proposed application to the Contracting Officer. The Government shall determine whether, for reasons of national security, the application should be placed under an order of secrecy, sealed in accordance with the provision of 35 U.S.C. 181-188, or the issuance of a patent otherwise delayed under pertinent United States statutes or regulations. The Contractor shall observe any instructions of the Contracting Officer regarding the manner of delivery of the patent application to the United States Patent Office, but the Contractor shall not be denied the right to file the application. If the Contracting Officer shall not have given any such instructions within 30 days from the date of mailing or other transmittal of the proposed application, the Contractor may file the application.
- (b) Before filing a patent application in the United States disclosing any subject matter of this contract classified "Confidential," the Contractor shall furnish to the Contracting Officer a copy of the application for Government determination whether, for reasons of national security, the application should be placed under an order of secrecy or the issuance of a patent should be otherwise delayed under pertinent United States statutes or regulations.
- (c) Where the subject matter of this contract is classified for reasons of security, the Contractor shall not file, or cause to be filed, in any country other than in the United States as provided in paragraphs (a) and (b) of this clause, an application or registration for a patent containing any of the subject matter of this contract without first obtaining written approval of the Contracting Officer.
- (d) When filing any patent application coming within the scope of this clause, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter and shall promptly furnish to the Contracting Officer the serial number, filing date, and name of the country of any such application. When transmitting the application to the United States Patent Office, the Contractor shall by separate letter identify by agency and number the contract or contracts that require security classification markings to be placed on the application.
- (e) The Contractor agrees to include, and require the inclusion of, this clause in all subcontracts at any tier that cover or are likely to cover classified subject matter.

**I.72 FAR 52.227-23, RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987) (DEVIATION)**

Except for data contained on pages None in Proposal dated August 18, 2008, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—Facilities (Deviation)" clause contained in this contract) in and to the technical data contained in the proposal dated August 18, 2008, upon which this contract is based.

**I.73 FAR 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)**

**I.74 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)**

**I.75 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**

**I.76 FAR 52.232-17 INTEREST (JUN 1996)**

**I.77 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

**I.78 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**

**I.79 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

**I.80 FAR 52.232-25 PROMPT PAYMENT (OCT 2003) – ALTERNATE I (FEB 2002)**

**I.81 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

**I.82 FAR 52.233-1 DISPUTES (JUL 2002) – ALTERNATE I (DEC 1991)**

**I.83 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) – AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAR 2002)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy  
Savannah River Operations Office  
P.O. Box A



Aiken, South Carolina 29802  
Attn: Ms. Irma Brown

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

- I.84 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN 1985)**
  - I.85 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
  - I.86 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JULY 2006)**
  - I.87 FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**
  - I.88 FAR 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)**
  - I.89 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
  - I.90 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
  - I.91 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
  - I.92 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)**
  - I.93 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
  - I.94 FAR 52.242-13 BANKRUPTCY (JUL 1995)**
  - I.95 FAR 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) – ALTERNATE II (APR 1984) & ALT III (APR 1984) & ALT IV (APR 1984)**
  - I.96 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**
  - I.97 FAR 52.244-2 SUBCONTRACTS (AUG 1998) ALTERNATE I (JAN 2006)**
- (a) Definitions. As used in this clause—

“Approved purchasing system” means a contractor’s purchasing system that has been reviewed and approved in accordance with part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the CO’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
  - (1) is of the cost-reimbursement, time-and-materials, or labor-hour type; or
  - (2) is fixed-price and exceeds—
    - (i) for a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
    - (ii) for a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the CO’s written consent before placing the following subcontracts:  
  
See the Clause in Section H entitled “Critical Subcontracts – Designation and Consent.”
- (f) (1) The Contractor shall notify the CO reasonably in advance of placing any subcontract or modification thereof for which consent is required under

paragraph (c), (d), or (e) of this clause, including the following information:

- (i) a description of the supplies or services to be subcontracted;
- (ii) identification of the type of subcontract to be used;
- (iii) identification of the proposed subcontractor.
- (iv) the proposed subcontract price;
- (v) the subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
- (vi) the subcontractor's disclosure statement or certificate relating to cost accounting standards when such data are required by other provisions of this contract; and
- (vii) a negotiation memorandum reflecting—
  - (A) the principal elements of the subcontract price negotiations;
  - (B) the most significant considerations controlling establishment of initial or revised prices;
  - (C) the reason cost or pricing data were or were not required;
  - (D) the extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) the extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) the reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) a complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the

incentives, and a summary of all trade-off possibilities considered.

- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the CO reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the CO to any subcontract nor approval of the contractor's purchasing system shall constitute a determination—
  - (1) of the acceptability of any subcontract terms or conditions;
  - (2) of the allowability of any cost under this contract; or
  - (3) to relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the CO immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the government.
- (j) The government reserves the right to review the contractor's purchasing system as set forth in FAR subpart 44.3.
- (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None.

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**I.99 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)**

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

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a)).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

- I.100 FAR 52.245-1 GOVERNMENT PROPERTY (JUNE 2007)**
- I.101 FAR 52.245-19 GOVERNMENT PROPERTY FURNISHED “AS IS” (APR 1984)**
- I.102 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)**
- I.103 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**
- I.104 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)**
- I.105 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)**
- I.106 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**
- I.107 FAR 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)**
- I.108 FAR 52.248-1 VALUE ENGINEERING (FEB 2000)**
- I.109 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)**
- I.110 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.111 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)**
- I.112 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**
- I.113 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**
  - (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
  - (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.
- I.114 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any \_\_\_\_\_.[insert regulation name] (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**I.115 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**I.116 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

- (a) The Contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or -leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

**I.117 DEAR 952.204-2 SECURITY (MAY 2002)**

- (a) Responsibility. It is the Contractor’s duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE Security Regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor’s possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor’s control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and proposed period of retention. If the retention is approved by the CO, the security provisions of the contract shall continue to be applicable to the matter retained. Special Nuclear Material shall not be retained after the completion or termination of the contract.
- (b) Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.

- (c) Definition of classified information. The term "classified information" means restricted data, formerly restricted data, or national security information.
- (d) Definition of restricted data. The term "restricted data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of Special Nuclear Material; or (3) the use of Special Nuclear Material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the restricted data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of national security information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States government, that has been determined pursuant to Executive Order 12356 or prior orders to require protection against unauthorized disclosure, and which is so designated.
- (g) Definition of Special Nuclear Material (SNM). SNM means:
  - (1) Plutonium, Uranium Enriched in the Isotope 233 or in the Isotope 235, and any other material which pursuant to the provisions of section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be Special Nuclear Material, but does not include source material; or
  - (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)
- (j) Foreign Ownership, Control or Influence (FOCI).



- (1) The Contractor shall immediately provide the cognizant Security Office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the certificate pertaining to foreign interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the CO.
- (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the CO shall provide in writing to safeguard any classified information or special nuclear material.
- (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE facility clearance or submit a completed certificate pertaining to foreign interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the CO. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.
- (5) The CO may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The CO may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

**I.118 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

In the performance of work under this contract, the contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

**I.119 DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994)**

- (a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the CO if the contractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.
- (b) The provisions of this clause shall be included in any subcontracts.

**I.120 DEAR 952.204-73 FACILITY CLEARANCE (MAY 2002)**

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

- (a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328
  - (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

- (2) Information submitted by the Offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

- (1) Foreign Interest means any of the following:
  - (i) A foreign government, foreign government agency, or representative of a foreign government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The CO may require the Offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the CO, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form

328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the CO for the prime contract.

NOTICE TO OFFERORS - CONTENTS REVIEW  
(PLEASE REVIEW BEFORE SUBMITTING)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

**I.121 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)**

- (a) The Contractor must cooperate with the department in releasing unclassified information to the public and news media regarding doe policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the CO and appropriate DOE public affairs personnel in accordance with procedures defined by the CO.

- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the CO, the Contractor must notify the CO and appropriate DOE public affairs personnel of communications or contacts with members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the CO, the Contractor must notify the CO and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the department and fully and accurately credit the department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

**I.122 DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)**

- (a) DOE intends to use U.S. Government license tags.
- (b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the contractor shall furnish the DOE the documentation required by the State to acquire such tags.

**I.123 DEAR 952.208-70 PRINTING (APR 1984)**

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this

contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8" by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the CO in writing and obtain the CO's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a joint committee on printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

**I.124 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

- (a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
  - (1) Use of Contractor's Work Product.
    - (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's



performance of work under this contract for a period of (CO see DEAR 909.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the CO, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

- (ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the CO, in which case the restriction in this subparagraph shall not apply.
  - (iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.
- (2) Access to and use of information.
- (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the CO it shall not:
    - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
    - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
    - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such

information is released or otherwise made available to the public; and

- (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
  - (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
  - (iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
- (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the CO. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
  - (2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the CO, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the CO and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the CO may grant such a waiver in writing.

**I.125 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)**

- (a) The personnel listed below or elsewhere in this contract, Section J, Appendix B, Key Personnel are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

See Section J, Appendix B – Key Personnel of this Contract.

**I.126 DEAR 952.217-70 ACQUISITION OF REAL PROPERTY (APR 1984)**

- (a) Notwithstanding any other provision of the contract, the prior approval of the CO shall be obtained when, in performance of this contract, the Contractor acquires or proposes to acquire use of real property by:
  - (1) purchase, on the government's behalf or in the Contractor's own name, with title eventually vesting in the government.
  - (2) lease, and the government assumes liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.
  - (3) acquisition of temporary interest through easement, license or permit, and the government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the CO.
- (c) The substance of this clause, including this paragraph (a), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**I.127 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)**

Individual Occupational Radiation Exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the Contractor until disposal is authorized by DOE or at the option of the Contractor delivered to DOE upon completion or termination of the contract. If the Contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**I.128 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)**

- (a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than federal employees, or information from federal employees which is to be used for statistical compilations of general public interest, the paperwork reduction act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- (b) The Contractor shall request the required OMB clearance from the CO before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the CO. The Contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the government which arises out of causes beyond the control and without the fault or negligence of the Contractor will be considered in accordance with the clause entitled "Excusable Delays," if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the CO.

**I.129 DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)**

- (a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.130 DEAR 952.231-71 INSURANCE-LITIGATION AND CLAIMS (APR 2002)**

- (a) The Contractor may, with the prior written authorization of the CO, and shall, upon the request of the government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the CO.
- (b) The Contractor shall give the CO immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the contractor arising out of the performance of this contract. Except as otherwise directed by the CO, in writing, the Contractor shall furnish immediately to the CO copies of all pertinent papers received by the Contractor with respect to such action. The Contractor, with the prior written authorization of the CO, shall proceed with such litigation in good faith and as directed from time to time by the CO.
- (c)
  - (1) Except as provided in paragraph (c)(2) of this clause, the Contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the CO.
  - (2) The Contractor may, with the approval of the CO, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
  - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the CO may require or approve and with sureties and insurers approved by the CO.
- (d) The Contractor agrees to submit for the CO's approval, to the extent and in the manner required by the CO, any other bonds and insurance that are maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the CO.

- (e) Except as provided in paragraphs (g) and (h) of this clause, or specifically disallowed elsewhere in this contract, the Contractor shall be reimbursed—
  - (1) for that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
  - (2) for liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or limitation of funds clause of this contract.
- (f) The government's liability under paragraph (e) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (g) Notwithstanding any other provision of this contract, the Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, judgment and settlements)—
  - (1) which are otherwise unallowable by law or the provisions of this contract; or
  - (2) for which the Contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the CO.
- (h) In addition to the cost reimbursement limitations contained in 48 CFR part 31, as supplemented in 48 CFR part 931, and notwithstanding any other provision of this contract, the Contractor's liabilities to third persons, including employees but excluding costs incidental to workers' compensation actions (and any expenses incidental to such liabilities, including litigation costs, counsel fees, judgments and settlements), shall not be reimbursed if such liabilities were caused by contractor managerial personnel's—
  - (1) willful misconduct,
  - (2) lack of good faith, or
  - (3) failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.

- (i) The burden of proof shall be upon the Contractor to establish that costs covered by paragraph (h) of this clause are allowable and reasonable if, after an initial review of the facts, the CO challenges a specific cost or informs the Contractor that there is reason to believe that the cost results from willful misconduct, lack of good faith, or failure to exercise prudent business judgment by contractor managerial personnel.
  
- (j)
  - (1) All litigation costs, including counsel fees, judgments and settlements shall be differentiated and accounted for by the Contractor so as to be separately identifiable. If the CO provisionally disallows such costs, then the Contractor may not use funds advanced by DOE under the contract to finance the litigation.
  
  - (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the CO.
  
  - (3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of liabilities referred to in paragraph (g)(1) of this clause is not allowable.
  
  - (4) The term “contractor’s managerial personnel” is defined in the property clause in this contract.
  
- (k) The Contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the Contractor for any unallowable or unreimbursable costs incurred in connection with contract performance.
  
- (l) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall—
  - (1) immediately notify the CO and promptly furnish copies of all pertinent papers received;
  
  - (2) authorize department representatives to collaborate with: in-house or DOE-approved outside counsel in settling or defending the claim; or counsel for the insurance carrier in settling or defending the claim if the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and
  
  - (3) authorize department representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation, if required by the Department, if the liability is not insured or covered by bond. In any action against more than one Department Contractor, the

Department may require the Contractor to be represented by common counsel. Counsel for the Contractor may, at the Contractor's own expense, be associated with the Department representatives in any such claim or litigation.

**I.131 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)**

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**I.132 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the CO prior to filing a protest.

**I.133 RESERVED**

**I.134 DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.

**I.135 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (OCT 2005)**

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.



- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.
- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
  - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
  - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

- (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
- (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
  - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
    - 1. Negligence;
    - 2. Contributory negligence;
    - 3. Assumption of risk; or
    - 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
  - (B) Any issue or defense as to charitable or governmental immunity; and
  - (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at

which the contractor is engaged in the performance of contractual activity under this contract.

- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
  - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
  - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant
  - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
  - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may

collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under

section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

**I.136 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)**

- (a) The Contractor shall take advantage of the travel discounts offered to federal contractor employee travelers by Amtrak, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized CO.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. Amtrak voluntarily offers discounts to federal travelers on official business and sometimes extends those discounts to federal contractor employees.
- (d) Hotels/Motels. Many lodging providers extend their discount rates for federal employees to federal contractor employees.
- (e) Car rentals. The Military Traffic Management Command (MTMC) of the Department of Defense negotiates rate agreements with car rental companies that are available to federal travelers on official business. Some car rental companies extend those discounts to federal contractor employees.
- (f) Obtaining travel discounts.
  - (1) To determine which vendors offer discounts to government contractors, the Contractor may review commercial publications such as the official airline guides official traveler, innovata, or national telecommunications. The Contractor may also obtain this information from GSA Contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
  - (2) The vendor providing the service may require the government contractor to furnish a letter signed by the CO. The following illustrates a standard letter of identification.

**(Official agency letterhead)**

TO: Participating Vendor

SUBJECT: Official Travel of Government Contractor

**(Full name of traveler)**, the bearer of this letter is an employee of **(company name)** which has a contract with this agency under government contract **(contract number)**. During the period of the contract **(give dates)**, and with the approval of the contract vendor, the employee is eligible and authorized to use available travel discount rates in accordance with government contracts and/or agreements. Government contract city pair fares are not available to contractors.

Signature, title and telephone number of Contracting Officer

**I.137 DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2000) (DEVIATION)**

- (a) The contractor shall take all reasonable precautions in the work under this contract to protect DOE programs, facilities, technology, personnel, unclassified sensitive information and classified matter from foreign intelligence threats and activities conducted for governmental or industrial purposes, in accordance with DOE Order 475.1, Counterintelligence Program; Executive Order 12333, U.S. Intelligence Activities; and other pertinent national and Departmental Counterintelligence requirements.
- (b) (DEVIATION) The Contractor is responsible for compliance with counterintelligence (CI) requirements as detailed in the Contractor Requirements Documents (CRD), DOE Order 475.1. The DOE Office of Counterintelligence, Southeast Region (OCI-SER) is the servicing CI office for the Liquid Waste Contract, Savannah River Site. The Contractor will provide OCI-SER personnel direct access to senior management. The Contractor will ensure OCI-SER has appropriate access to all records, facilities, operational activities, security information, Information Technology systems, and databases necessary to perform CI official duties. The Contractor will support OCI-SER in the development and implementation of a site-specific CI support plan in accordance with paragraph 3c (2) of the CRD. The Contractor shall immediately report targeting, suspicious activity and other CI concerns to the OCI-SER and support the conduct of investigations about incidents of CI concern.

**I.138 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)**

- (a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A)

may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

- (b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."
- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

- (d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

**I.139 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

[70 FR 37010 Jun. 28, 2005]

- (2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
- (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and



- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
  - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
  - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described

therein, whether or not the records are owned by the Government or the contractor. In addition, the contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

- (g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
  - (1) The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);
  - (2) The contracting officer determines that the subcontract is, or involves, a critical task related to the contract; or
  - (3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

**I.140 DEAR 970.5223-1 -- INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)**

- (a) For the purposes of this clause,
  - (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
  - (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
  - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

- (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.

- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the CO documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the CO. Guidance on the preparation, content, review, and approval of the System will be provided by the CO. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the CO may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the CO issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the CO. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

**I.141 DEAR 970.5227-1 RIGHTS IN DATA—FACILITIES (DEC 2000) (DEVIATION)**

(a) Definitions.

- (1) “Computer data bases”, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
- (2) “Computer software”, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
- (3) “Data”, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
- (4) “Limited rights data”, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The government’s rights to use, duplicate, or disclose limited rights data are as set forth in the limited rights notice of subparagraph (e) of this clause.
- (5) “Restricted computer software”, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The government’s rights to use, duplicate, or disclose restricted computer software are as set forth in the restricted rights notice of paragraph (f) of this clause.

- (6) "Technical data", as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
  - (7) "Unlimited rights", as used in this clause, means the right of the government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of rights.
- (1) The government shall have:
    - (i) ownership of all technical data and computer software first produced in the performance of this contract;
    - (ii) unlimited rights in technical data and computer software specifically used in the performance of this contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE work for others program;
    - (iii) the right to inspect technical data and computer software first produced or specifically used in the performance of this contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;
    - (iv) the right to have all technical data and computer software first produced or specifically used in the performance of this contract delivered to the government or otherwise disposed of by the Contractor, either as the CO may from time to time direct during the progress of the work or in any event as the CO shall direct upon completion or termination of this contract. The Contractor agrees to leave a copy of such data at the facility or plant, to which such data relate, and to make available for access or to deliver to the government such data upon request by the CO. If such data are limited rights data or restricted computer software, the rights of the government in such data shall be governed by the provisions of paragraph (e) of this clause ("Rights in Limited Rights Data") or paragraph (f) of this clause ("Rights in Restricted Computer

Software”) and Section H.18 Disposition of Intellectual Property – Failure to Complete Contract Performance included in this contract; and

- (v) the right to remove, cancel, correct, or ignore any markings not authorized by the terms of this contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the contractor of the action taken.
- (2) The Contractor shall have:
    - (i) the right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause; and
    - (ii) the right to use for its private purposes, subject to patent, security or other provisions of this contract, data it first produces in the performance of this contract, except for data in DOE’s Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this contract have been met as of the date of the private use of such data.
  - (3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.
- (c) Copyrighted material.
    - (1) The Contractor shall not, without prior written authorization of the patent counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the contractor.
    - (2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the

Contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the government of the same scope as set forth in paragraph (c)(1) of this clause. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the CO to include such material in the technical data or computer software prior to its delivery.

(d) Subcontracting.

- (1) Unless otherwise directed by the CO, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE patent counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of alternates II or III, respectively, without the prior approval of DOE patent counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with DEAR 927.409(h). The Contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.
- (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the government, necessary to fulfill the Contractor's obligations to the government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the government such rights, the Contractor shall:
  - (i) promptly submit written notice to the CO setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and
  - (ii) not proceed with the subcontract without the written authorization of the CO.



- (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.
- (e) Rights in limited rights data.

Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the government an irrevocable, nonexclusive, paid-up license by or for the government, in any limited rights data of the contractor specifically used in the performance of this contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the government or a representative of the government, such data shall not be used within or outside the government except as provided in the "limited rights notice" set forth. All such limited rights data shall be marked with the following "limited rights notice":

**Limited rights notice**

These data contain "limited rights data," furnished under contract number DE-AC09-09SR22505 with the United States Department of Energy which may be duplicated and used by the government with the express limitations that the "limited rights data" may not be disclosed outside the government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

- (a) use by support services contractors within the scope of their contracts;
- (b) this "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (c) this "limited rights data" may be disclosed to other contractors participating in the government's program of which this contract is a part for information or use in connection with the work performed under their contracts including use by DOE or its contractors as necessary for continued performance of the work or operation of the facility and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (d) this "limited rights data" may be used by the government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

- (e) release to a foreign government, or instrumentality thereof, as the interests of the United States government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This notice shall be marked on any reproduction of this data in whole or in part.

(End of Notice)

- (f) Rights in restricted computer software.
  - (1) Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the government an irrevocable, nonexclusive, paid-up, license by or for the government, in any restricted computer software of the Contractor specifically used in the performance of this contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the government or a representative of the government, such data shall not be used within or outside the government except as provided in the "restricted rights notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice":

**Restricted Rights Notice-Long Form**

- (a) This computer software is submitted with restricted rights under Department of Energy contract no. DE-AC09-09SR22505. It may not be used, reproduced, or disclosed by the government except as provided in paragraph (b) of this notice.
- (b) This computer software may be:
  - (1) used or copied for use in or with the computer or computers for which it was acquired, including use at any government installation to which such computer or computers may be transferred;
  - (2) used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;
  - (3) reproduced for safekeeping (archives) or backup purposes;
  - (4) modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this notice, provided the government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above

(d) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(2) Where it is impractical to include the restricted rights notice on restricted computer software, the following short-form notice may be used in lieu thereof:

**Restricted Rights Notice—Short Form**

Use, reproduction, or disclosure is subject to restrictions set forth in the long form notice of DOE contract number DE-AC09-09SR22505 with Savannah River Remediation, LLC.

(End of Notice)

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol r and the clause date (mo/yr), in brackets or a box, a [r-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the government as described in the long form notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this contract contains any variation to the rights in the long form notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the government without disclosure prohibitions and with unlimited rights, unless the contractor includes the following statement with such copyright notice “unpublished-rights reserved under the copyright laws of the United States.”

- (g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the government under any patent.

**I.142 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)**

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the CO. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.
  - (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed \$100,000 at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services).
  - (2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed \$100,000.
  - (3) Omission of an authorization and consent clause from any subcontract, including those valued less than \$100,000 does not affect this authorization and consent.

**I.143 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

- (h) The Contractor shall report to the CO promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (i) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the CO, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.

- (j) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$100,000.

**I.144 DEAR 970.5227-6 PATENT INDEMNITY—SUBCONTRACTS (DEC 2000)**

Except as otherwise authorized by the CO, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

**I.145 DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002)**

- (a) During performance of this contract, if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the CO prior to the execution of any license, the following information relating to each separate item of royalty:
  - (1) Name and address of licensor;
  - (2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
  - (3) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
  - (4) Percentage or dollar rate of royalty per unit;
  - (5) Unit price of contract item;
  - (6) Number of units;
  - (7) Total dollar amount of royalties; and
  - (8) A copy of the proposed license agreement.
- (b) If specifically requested by the CO, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and in identification of applicable claims of specific patents or other basis upon which royalties are payable.
- (c) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract hereunder. The term also includes

any costs or charges associated with the access to, use of, or other right pertaining to data that is represented to be proprietary and is related to the performance of this contract or subcontracts, or the copying of such data or data that is copyrighted.

- (d) The Contractor shall furnish to the CO, annually upon request, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder.
- (e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the CO. If the CO determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the CO.
- (f) Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to, a patent for which the Contractor makes a royalty or other payment.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of the royalties to which this clause applies, the Contractor shall promptly notify the Contracting Office of that fact and shall promptly reimburse the for any refunds received or royalties paid after having received notice of such relief.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

**I.146 DEAR 970.5227-10 PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)**

- (a) Definitions.
  - (1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.
  - (2) Exceptional circumstance subject invention means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under 35 U.S.C. 202(a)(ii) and in accordance with 37 CFR 401.3(e).

- (3) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (*7 U.S.C. 2321 et seq.*).
  - (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
  - (5) Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (*26 U.S.C. 501(c)*) and exempt from taxation under section 501(a) of the Internal Revenue Code (*26 U.S.C. 501(a)*) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
  - (6) Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.
  - (7) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
  - (8) Small business firm means a small business concern as defined at section 2 of Pub. L. 85-536 (*15 U.S.C. 632*) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, are used.
  - (9) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, *7 U.S.C. 2401(d)*) shall also occur during the period of contract performance.
- (b) Allocation of Principal Rights.
- (1) Retention of title by the Contractor. Except for exceptional circumstance subject inventions, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and *35 U.S.C. 203*. With respect to any subject invention in which the Contractor retains title, the Federal government

shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

- (2) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor through a determination of greater rights in accordance with subparagraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.
  - (i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:
    - (A) uranium enrichment technology;
    - (B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and
    - (C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act (*42 U.S.C. 2168*).
  - (ii) Inventions made under any agreement, contract or subcontract related to the following are exceptional circumstance subject inventions:
    - (A) DOE Steel Initiative and Metals Initiative;
    - (B) U.S. Advanced Battery Consortium; and
    - (C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI).
  - (iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.
- (3) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [ Insert Reference ] to this contract. DOE reserves the right to unilaterally amend this contract to



identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations [\*81060] under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

- (4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.
- (5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.
- (6) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee.

- (c) Subject Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.
- (1) Subject invention disclosure. The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The disclosure shall include a written statement as to whether the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.
  - (2) Election by the Contractor. Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) Filing of patent applications by the Contractor. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, or prior to the end of any 1-year statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding

initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

- (4) Contractor's request for an extension of time. Requests for an extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2) and (3) may, at the discretion of Patent Counsel, be granted.
- (5) Publication Approval. During the course of the work under this contract, the Contractor or its employees may desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this contract. In order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor, approval for release or publication shall be secured from the Contractor personnel responsible for patent matters prior to any such release or publication. Where DOE's approval of publication is requested, DOE's response to such requests for approval shall normally be provided within 90 days except in circumstances in which a domestic patent application must be filed in order to protect foreign rights. In the case involving foreign patent rights, DOE shall be granted an additional 180 days with which to respond to the request for approval, unless extended by mutual agreement.

(d) Conditions When the Government May Obtain Title.

The Contractor will convey to the DOE, upon written request, title to any subject invention-

- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within sixty (60) days after learning of the failure of the Contractor to disclose or to elect within the specified times.
- (2) In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in subparagraph (c) above, but prior to its receipt of the written request of the DOE, the Contractor shall continue to retain title in that country.
- (3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

- (4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.
- (e) Minimum Rights of the Contractor and Protection of the Contractor's Right to File.
  - (1) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.
  - (2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and DOE licensing regulations at 10 CFR Part 781. This license will not be revoked in the field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application of the subject invention in that foreign country.
  - (3) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR

part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.

- (f) Contractor Action to Protect the Government's Interest.
- (1) Execution of delivery of title or license instruments. The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:
    - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
    - (ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.
  - (2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (3) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
  - (4) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

- (5) Invention Identification Procedures. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the CO so that the CO may evaluate and determine their effectiveness.
  - (6) Invention Filing Documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:
    - (i) the filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);
    - (ii) an executed and approved instrument fully confirmatory of all Government rights in the subject invention; and
    - (iii) the patent number, issue date, and a copy of any issued patent claiming the subject invention.
  - (7) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at 35 U.S.C. 205 and 37 CFR Part 40.
- (g) Subcontracts.
- (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.
  - (2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the CO, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and subparagraph (b)(2) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 48 CFR 952.227-11.

- (3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause.
  - (4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
  - (5) Subcontractor refusal to accept terms of patent clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the CO stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the CO.
  - (6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the CO in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the CO, the Contractor shall furnish a copy of a subcontract.
  - (7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.
- (h) Reporting on Utilization of Subject Inventions. The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such

information to persons outside the Government without permission of the Contractor.

- (i) Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in Rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that-
  - (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
  - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
  - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
  - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Contracts With Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that-
  - (1) DOE approval of assignment of rights. Rights to a subject invention in the United States may not be assigned by the Contractor without the approval of DOE, except where such assignment is made to an organization which



has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions of this clause as the Contractor.

- (2) Small business firm licensees. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(2).
  - (3) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.
- (l) Communications. The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.
  - (m) Reports.
    - (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.
    - (2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the

Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.

- (n) Examination of Records Relating to Subject Inventions.
  - (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the CO or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the CO or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.
  - (2) Unreported inventions. If the CO is aware of an invention that is not disclosed by the Contractor to DOE, and the CO believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.
  - (3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.
  - (4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.
- (o) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.
- (p) Atomic Energy.

- (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.
  - (2) Patent agreements. Except as otherwise authorized in writing by the CO, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.
- (q) Classified Inventions.
- (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the CO.
  - (2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.
  - (3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.
- (r) Patent Functions. Upon the written request of the CO or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.
- (s) Educational Awards Subject to *35 U.S.C. 212*. The Contractor shall notify the CO prior to the placement of any person subject to *35 U.S.C. 212* in an area of technology or task (1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph

(b)(3) of this clause or agreements other than funding agreements. The CO may disapprove of any such placement.

- (t) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

**I.147 DEAR 970.5227-11 PATENT RIGHTS--MANAGEMENT AND OPERATING CONTRACTS, FOR-PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)**

(a) Definitions.

- (1) DOE licensing regulations means the Department of Energy patent licensing regulations at 10 CFR Part 781.
- (2) DOE patent waiver regulations means the Department of Energy patent waiver regulations at 10 CFR Part 784.
- (3) Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (*7 U.S.C. 2321*, et seq.).
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Patent Counsel means DOE Patent Counsel assisting the contracting activity.
- (6) Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (7) Subject Invention means any invention of the contractor conceived or first actually reduced to practice in the course of or under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, *7 U.S.C. 2401(d)*) shall also occur during the period of contract performance.

(b) Allocation of Principal Rights

- (1) Assignment to the Government. Except to the extent that rights are retained by the Contractor by a determination of greater rights in accordance with subparagraph (b)(2) of this clause or by a request for foreign patent rights in accordance with subparagraph (d)(2) of this clause, the Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention.
  - (2) Greater rights determinations. The Contractor, or an Contractor employee-inventor after consultation with the Contractor and with the written authorization of the Contractor in accordance with DOE patent waiver regulations, may request greater rights, including title, in an identified subject invention than the nonexclusive license and the foreign patent rights provided for in paragraph (d) of this clause, in accordance with the DOE patent waiver regulations. Such a request shall be submitted in writing to Patent Counsel with a copy to the CO at the time the subject invention is first disclosed to DOE in accordance with subparagraph (c)(2) of this clause, or not later than eight (8) months after such disclosure, unless a longer period is authorized in writing by the CO for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request by the Contractor or Contractor employee-inventor. Unless otherwise provided in the greater rights determination, any rights in a subject invention obtained by the Contractor pursuant to a determination of greater rights are subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice or have practiced the subject invention throughout the world by or on behalf of the Government of the United States (including any Government agency), and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee.
- (c) Subject Invention Disclosures.
- (1) Contractor procedures for reporting subject inventions to Contractor personnel. Subject inventions shall be reported to Contractor personnel responsible for patent matters within six (6) months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. Accordingly, the Contractor shall establish and maintain effective procedures for ensuring such prompt identification and timely disclosure of subject inventions to Contractor personnel responsible for patent matters, and the procedures shall include the maintenance of laboratory notebooks, or equivalent records, and other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and the maintenance of records demonstrating compliance with such procedures. The Contractor shall submit a written description of such procedures to the CO, upon request, for evaluation of the effectiveness of such procedures by the CO.

- (2) Subject invention disclosure. The Contractor shall disclose each subject invention to Patent Counsel with a copy to the CO within two (2) months after the subject invention is reported to Contractor personnel responsible for patent matters, in accordance with subparagraph (c)(1) of this clause, or, if earlier, within six (6) months after the Contractor has knowledge of the subject invention, but in any event before any on sale, public use, or publication of the subject invention. The disclosure to DOE shall be in the form of a written report and shall include:
- (i) the contract number under which the subject invention was made;
  - (ii) the inventor(s) of the subject invention;
  - (iii) a description of the subject invention in sufficient technical detail to convey a clear understanding of the nature, purpose and operation of the subject invention, and of the physical, chemical, biological or electrical characteristics of the subject invention, to the extent known by the Contractor at the time of the disclosure;
  - (iv) the date and identification of any publication, on sale or public use of the invention;
  - (v) the date and identification of any submissions for publication of any manuscripts describing the invention, and a statement of whether the manuscript is accepted for publication, to the extent known by the Contractor at the time of the disclosure;
  - (vi) a statement indicating whether the subject invention concerns exceptional circumstances pursuant to *35 U.S.C. 202(ii)*, related to national security, or subject to a treaty or an international agreement, to the extent known or believed by Contractor at the time of the disclosure;
  - (vii) all sources of funding by Budget and Resources (B&R) code; and
  - (viii) the identification of any agreement relating to the subject invention, including Cooperative Research and Development Agreements and Work-for-Others agreements. Unless the Contractor contends otherwise in writing at the time the invention is disclosed, inventions disclosed to DOE under this paragraph are deemed made in the manner specified in Sections (a)(1) and (a)(2) of *42 U.S.C. 5908*.
- (3) Publication after disclosure. After disclosure of the subject invention to the DOE, the Contractor shall promptly notify Patent Counsel of the acceptance for publication of any manuscript describing the subject

invention or of any expected or on sale or public use of the subject invention, known by the Contractor.

- (4) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract, and to execute all papers necessary to file patent applications claiming subject inventions or to establish the Government's rights in the subject inventions. This disclosure format shall at a minimum include the information required by subparagraph (c)(2) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (5) Contractor procedures for reporting subject inventions to DOE. The Contractor agrees to establish and maintain effective procedures for ensuring the prompt identification and timely disclosure of subject inventions to DOE. The Contractor shall submit a written description of such procedures to the CO, upon request, for evaluation of the effectiveness of such procedures by the CO.
  - (6) Duplication and disclosure of documents. The Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause; provided, however, that any such duplication or disclosure by the Government is subject to *35 U.S.C. 205* and *37 CFR 401.13*.
- (d) Minimum Rights of the Contractor.
- (1) Contractor License.
    - (i) Request for a Contractor license. Except for subject inventions that the Contractor fails to disclose within the time periods specified at subparagraph (c)(2) of this clause, the Contractor may request a revocable, nonexclusive, royalty-free license in each patent application filed in any country claiming a subject invention and any resulting patent in which the Government obtains title, and DOE may grant or refuse to grant such a request by the Contractor. If DOE grants the Contractor's request for a license, the Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of

the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded.

- (ii) Transfer of a Contractor license. DOE shall approve any transfer of the Contractor's license in a subject invention, and DOE may determine the Contractor's license is non-transferrable, on a case-by-case basis.
  - (iii) Revocation or modification of a Contractor license. DOE may revoke or modify the Contractor's domestic license to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in 37 CFR Part 404 and DOE licensing regulations. DOE may not revoke the Contractor's domestic license in that field of use or the geographical areas in which the Contractor, its licensee, or its domestic subsidiaries or affiliates achieved practical applications and continues to make the benefits of the invention reasonably accessible to the public. DOE may revoke or modify the Contractor's license in any foreign country to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates failed to achieve practical application in that foreign country.
  - (iv) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed thirty (30) days from the date of the notice (or such other time as may be authorized by DOE for good cause shown by the Contractor) to show cause why the license should not be revoked or modified. The Contractor has the right to appeal any decision concerning the revocation or modification of its license, in accordance with applicable regulations in 37 CFR Part 404 and DOE licensing regulations.
- (2) Contractor's right to request foreign patent rights. If the Government has title to a subject invention and the Government decides against securing patent rights in a foreign country for the subject invention, the Contractor may request such foreign patent rights from DOE, and DOE may grant the Contractor's request, subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the Government to practice or have practiced the subject invention in the foreign country, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee. Such a request shall be submitted in writing to the Patent Counsel as part of the disclosure required by subparagraph (c)(2) of this clause, with a copy to the DOE CO, unless a longer period is authorized in



writing by the CO for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request, and may consider whether granting the Contractor's request best serves the interests of the United States.

(e) Examination of Records Relating to Inventions.

- (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the CO or any authorized representative may examine any books (including laboratory notebooks), records, and documents and other supporting data of the Contractor, which the CO or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, or to determine Contractor (and inventor) compliance with the requirements of this clause, including proper identification and disclosure of subject inventions, and establishment and maintenance of invention disclosure procedures.
- (2) Unreported inventions. If the CO is aware of an invention that is not disclosed by the Contractor to DOE, and the CO believes the unreported invention may be a subject invention, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.
- (3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.

(f) Subcontracts.

- (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.
- (2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the CO, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202(a)(ii).
- (3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (f)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified

to identify the parties, in any contract for experimental, developmental, demonstration or research work.

- (4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to those matters covered by this clause.
  - (5) Subcontractor refusal to accept terms of patent rights clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the CO stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the CO.
  - (6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the CO in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the CO, the Contractor shall furnish a copy of a subcontract.
  - (7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention, with a copy of the notification and identification to the CO.
- (g) Atomic Energy.
- (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.
  - (2) Patent Agreements. Except as otherwise authorized in writing by the CO, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (g)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.
- (h) Publication. The Contractor shall receive approval from Patent Counsel prior to releasing or publishing information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this

contract, to ensure such release or publication does not adversely affect the patent interests of DOE or the Contractor.

- (i) Communications. The Contractor shall direct any notification, disclosure, or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity, with a copy of the communication to the CO.
- (j) Reports.
  - (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and/or a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period. The interim report shall state whether the Contractor's invention disclosures were submitted to DOE in accordance with the requirements of subparagraphs (c)(1) and (c)(5) of this clause.
  - (2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract or within three (3) months of the date of completion of the contracted work, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and/or a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.
- (k) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.
- (l) Classified Inventions.

- (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the CO.
  - (2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.
  - (3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.
- (m) Patent Functions. Upon the written request of the CO or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.
- (n) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

**I.148 DEAR 970.5231-4 PREEXISTING CONDITIONS (DEC 2000) (ALTERNATE I) (DEC 2000)**

NOTE: The following clause is applicable to the incumbent management and operating contractor at the Savannah River Site:

- (a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before the end of the transition period, in conjunction with the management and operation of Liquid Waste Program as described in Section C, shall be deemed incurred under Contract No. DE-AC09-96SR18500.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

**I.149 DEAR 970.5231-4 PRE-EXISTING CONDITIONS (DEC 2000) (ALTERNATE II) (DEC 2000)**

- (a) The Department of Energy agrees to reimburse the contractor, and the contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility after the end of the transition period. To the extent the acts or omissions of the contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to the end of the transition period, the contractor shall be responsible in accordance with the terms and conditions of this contract.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.
- (c) The contractor has the duty to inspect the facilities and sites and timely identify to the contracting officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The contractor has the responsibility to take corrective action, as directed by the contracting officer and as required elsewhere in this contract.

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

**SECTION J – LIST OF ATTACHMENTS**

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX A - SMALL BUSINESS SUBCONTRACTING PLAN**

Contractor Name: Savannah River Remediation LLC (SRR)  
Contractor Address: 106 Newberry Street SW  
City/State/Zip: Aiken, South Carolina 29801-3852  
Company Phone: (803) 502-9972  
Fax: (803) 502-5701  
Point of Contact: James W. French  
POC Phone (803) 502-9972  
POC E-mail: jim.french@wgint.com  
Contract Number: DE-AC09-09SR22505  
Item/Service: Liquid Waste (LW) Program at the Savannah River Site  
Total Amount of Contract (Including Options): \$3,324,009,024  
Period of Contract Performance (Mo., Day & Year):  
Base Contract Period – April 1, 2009, through March 31, 2015  
Option Period 1 – April 1, 2015, through March 31, 2017  
Option Period 2 – April 1, 2015, through March 31, 2017

*SAP / 12/18/08*  
*JFB / 12/8/2008*

**1. Type of Plan (check one)**

Individual Contract Plan-Individual contract Plan, as Used in this subpart, means a subcontract plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purpose may be allocated on a prorated basis to the contract.

Master Plan-Master Plan, as used in this subpart, means a subcontracting plan that contains all of the required elements of the individual plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Commercial Products Plan-Commercial Plan, as used in subpart, means a subcontracting plan that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division plant, or product line). The contractor must provide a copy of the approved plan. NOTE: A commercial plan is the preferred type of subcontracting plan for contractors

furnishing commercial/items.

## 2. Goals

SRR is committed to the involvement of small business concerns, small disadvantaged business concerns, women-owned business concerns, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions and HUB Zone small business concerns as subcontractors performing meaningful LW contract scope. We support the small business objectives of the Government and DOE, advocating that diversity in subcontracting provides a vital link to the local community, strengthens the economy, and represents best business practices. In keeping with this commitment, SRR has established separate dollar and percentage subcontracting goals for the basic contract and each option, as specified in FAR 19.704.

### Base Contract Period

#### **A. Total to be Subcontracted**

Total dollars planned to be subcontracted (excluding ONLY purchases from foreign sources and company affiliates): \$468,615,872.

#### **B. Goals**

##### Base Contract Period

Total dollars and percent of subcontracting planned to be subcontracted with small businesses (including small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUB Zone small businesses): (% of "A")

\$220,249,460 and 47%

- (1) Total dollar value and percent of subcontracting planned with small disadvantaged businesses: (% of "A"):

\$51,547,746 and 11%

- (2) Total dollar value and percent of subcontracting planned with women-owned small businesses: (% of "A"):

\$37,489,270 and 8%

- (3) Total dollar value and percent of subcontracting planned with veteran-owned small businesses: (% of "A"):

\$23,430,794 and 5%



- (4) Total estimated dollar value and percent of planned subcontracting to service-disabled veteran-owned small businesses: (% of "A"):

\$14,058,476 and 3%

- (5) Total estimated dollar value and percent of subcontracting planned with HUB Zone small businesses (% of "A"):

\$9,372,317 and 2%

- (6) Total estimated dollar value and percent of subcontracting planned with historically black colleges and universities or minority institutions (% of "A"):

\$2,343,079 and 0.5%

Express the above dollars and percentages in the table below:

<b>Small Business Category</b>	<b>Percent of Subcontracting Dollars (%)</b>	<b>Dollar Amount</b>
Small Businesses	47%	\$220,249,460
Small Disadvantaged Businesses	11%	\$51,547,746
Women-owned Businesses	8%	\$37,489,270
Veteran-owned Small Businesses	5%	\$23,430,794
Service-Disabled Veteran-owned Small Businesses	3%	\$14,058,476
HUB Zone Small Businesses	2%	\$9,372,317
Historically Black Colleges and Universities or Minority Institutions	0.5%	\$2,343,079
Other Than Small Businesses	53%	\$248,366,412

**Option 1 Contract Period**

**A. Total to be Subcontracted**

Total dollars planned to be subcontracted (excluding ONLY purchases from foreign sources and company affiliates): \$135,546,609.

**B. Goals**

Total dollars and percent of subcontracting planned to be subcontracted with small businesses (including small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses,

historically black colleges and universities or minority institutions, and HUB Zone small businesses): (% of "A")

\$67,773,305 and 50%

- (1) Total dollar value and percent of subcontracting planned with small disadvantaged businesses: (% of "A"):

\$16,265,593 and 12%

- (2) Total dollar value and percent of subcontracting planned with women-owned small businesses: (% of "A"):

\$13,554,661 and 10%

- (3) Total dollar value and percent of subcontracting planned with veteran-owned small businesses: (% of "A"):

\$6,777,330 and 5%

- (4) Total estimated dollar value and percent of planned subcontracting to service-disabled veteran-owned small businesses: (% of "A"):

\$4,066,398 and 3%

- (5) Total estimated dollar value and percent of subcontracting planned with HUB Zone small businesses (% of "A"):

\$2,710,932 and 2%

- (6) Total estimated dollar value and percent of subcontracting planned with historically black colleges and universities or minority institutions (% of "A"):

\$677,733 and 0.5%

Express the above dollars and percentages in the table below:

Small Business Category	Percent of Subcontracting Dollars (%)	Dollar Amount
Small Businesses	50%	\$67,773,305
Small Disadvantaged Businesses	12%	\$16,265,593
Women-owned Businesses	10%	\$13,554,661
Veteran-owned Small Businesses	5%	\$6,777,330
Service-Disabled Veteran-owned Small Businesses	3%	\$4,066,398
HUB Zone Small Businesses	2%	\$2,710,932
Historically Black Colleges and Universities or Minority Institutions	0.5%	\$677,733
Other Than Small Businesses	50%	\$67,773,305

Provide a description of the principle types of supplies and services, in the table below, that are to be subcontracted and the identification of types of subcontracting planned for small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses.

Subcontracted Supplies and Services (Type & NAICS code)	SB	SDB	WOSB	VOSB	SDVOSB	HBCU/MI	HUBZone
Waste Tank Grouting 562910, 236210	X	X	X	X	X		
Staff Augmentation Services 541330, 561210, 561320	X	X	X		X		X
Management and Environmental Consulting Services 541330, 541618	X	X	X	X	X	X	X
Waste Determination Services, Environmental Consulting 541620, 541690	X	X	X			X	
Tank Closure Support Services 562910, 541620, 541690	X	X	X	X	X		
Engineering, Design, and Construction Services 236210, 541330	X	X	X	X	X		X
Supply of Various Materials and Equipment 333298, 423610, 423690, 423830, 423840, 424690	X	X	X	X	X		X

**3. Method for Development of Goals**

We conducted a management review of the SRS LW contract scope and SB marketplace to establish aggressive subcontracting goals. We:

- Evaluated opportunities for SB participation across the LW scope
- Incorporated suggestions from proposed SRR project execution managers regarding future subcontracting opportunities
- Surveyed the local and regional SB/SDB community and cataloged company capabilities
- Attended the DOE Small Business Conference to solicit interest from SB/SDB firms
- Benchmarked SRR parent company SB subcontracting performance at DOE sites nationwide, including SRS
- Reviewed the SB databases of parent companies to expand our list of experienced, qualified SBs/SDBs to be considered for future subcontracting opportunities
- Interviewed numerous SB/SDB firms with interest and capabilities to perform portions of the LW scope of work

To establish our subcontracting goals and commitments, we considered the work to be performed and adjusted for DOE directed funding for Tank 48. Not knowing the specifics of this procurement effort or the expected outcome, we did not include the funding in our procurement volume. After award of the LW contract and the assignment of the Tank 48 subcontract(s), we are willing to discuss impacts to the proposed goals and adjust accordingly. Given the above information, we forecast an adjusted procurement volume of \$468,615,872 for the base contract period and \$135,546,609 for the Option 1 performance period.

We did not establish goals for Option 2 – Operation of the Salt Waste Processing Facility because it is DOE-directed funding with limited information. If Option 2 is exercised, we are willing to discuss impacts to the proposed goals and adjust accordingly.

SRR intends to conduct set-asides under the small business program, mentor-protégé program, 8(a) program, with HUBZone firms and with SDVOSB under Section 308 of the Veteran Benefit Act of 2003, where feasible and appropriate, to facilitate participation by small business. We considered the following in establishing our goals:

- Similarities of new project work to work performed and work subcontracted in recent years at SRS
- Suggestions from the proposed SRR line managers for future subcontract opportunities
- Planned participation of SB firms used in the past at SRS
- Planned participation of our protégé companies
- Local, state and regional SB/SDB community resources
- Regional minority purchasing councils' listings for SDB entities.
- Veteran services organizations
- U.S. Small Business Administration PRO-Net database
- SB databases of all SRR parent companies for identifying lists of experienced and qualified SB/SDB's to be considered for future subcontracting opportunities
- Trade associations for SB, SDB, WOSB, VOSB, SDVOSB and HUBZone SB entities
- National Contract Management Association (NCMA)
- Institute for Supply Management (ISM)

#### 4. Indirect Costs

Indirect costs have been \_\_\_ have not been X included in the Dollar and percentage subcontracting goals stated above.

#### 5. Program Administrator

Name: Phillip T. Mottel

Title: SRR Small Business Program Manager

Address: Savannah River Site, Building 766-H, Aiken, SC 29808

Telephone: (803) 502-9972

Fax: (803) 502-5701

E-mail: phillip.mottel@wgint.com

#### Duties:

The SRR Small Business Program Manager has overall responsibility for program success. The duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small business concerns.
- B. Assuring the integrity of supplier information in the Central Contractor Registration (CCR) through a series of controls that include a review of Certifications and Representations of new suppliers. Ensuring that supplier NAICS codes and socioeconomic classifications are included in supplier descriptions.
- C. Periodically monitoring the procurement staff and routinely providing new small business and socioeconomic business sources; including developing a small business supplier list for all credit card holders and periodically adding new sources to the list.
- D. Randomly reviewing procurements to ensure they permit the maximum possible participation of small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses.
- E. Randomly reviewing solicitations to remove statements clauses, etc., that restrict or prohibit maximum participation by small business concerns.

- F. Randomly reviewing evaluation documentation when proposals/bids from small businesses are not selected for award.
- G. Utilizing various sources for identifying small businesses.
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
- I. Monitoring the compliance of subcontractors responsible for subcontracting plan requirements under “flow down” provisions.
- J. Preparing, inputting, and submitting timely subcontracting reporting through the electronic Subcontracting Reporting System (eSRS).
- K. Attending or arranging for the attendance of company representatives at small business workshops, seminars, procurement fairs, trade fairs, and conferences.
- L. Ensuring that small business concerns are made aware of subcontracting opportunities, and ensure that these concerns are provided training through workshops on how to prepare responsive bids.
- M. Conducting or arranging for training of purchasing personnel regarding implementation of the small business subcontracting program.
- N. Ensuring that small businesses are made aware of the Credit Card Program and how to participate in it.
- O. Conducting or arranging training for credit card holders in order to provide subcontracting opportunities to small businesses through credit card purchases.
- P. Coordinating company activities during the conduct of compliance reviews by Federal agencies.
- Q. Initiating actions for the company to participate in DOE’s Mentor-Protégé Program.

## **6. Equitable Opportunity**

SRR is committed to offering fair and equitable opportunity for SB, SDB, WOSB, VOSB, SDVOSB, HCBU or minority institutions, and HUBZone SB to compete to supply the products and services needed to accomplish SRS LW contract scope. Efforts we undertake to ensure that small business entities have an equitable opportunity for securing subcontracts include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:

1. Contacting small, small disadvantaged, women-owned, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone associations. Buyers are encouraged to use directories and databases of federal, state, local, and private organizations to reach small businesses;
  2. Contacting federal, state, local, and private small business development organizations;
  3. Attending small and minority business procurement conferences and trade fairs;
  4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), Central Contractor Registration (CCR);
  5. Utilizing newspapers and magazine ads to encourage new sources;
  6. Participating in efforts or activities to expand the socioeconomic database for this contract;
  7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB sources before the acquisitions are placed by the buying activities;
  8. Sponsoring, or in conjunction with local small business organizations co-sponsoring, a small business conference every two years;
  9. Responding either verbally or in writing to each request received from firms that desire an opportunity to compete for business;
  10. Maintaining a database of potential SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB sources within the procurement supplier database;
  11. Posting written solicitations on SRR's website to maximize exposure to SB entities;
  12. Requiring each purchasing manager and buyer to participate in at least one small business event each year; and
  13. Contributing resources and actively participating in local small business and minority organizations.
- B. Internal efforts to guide and encourage purchasing personnel:
1. Presenting workshops, seminars, and training programs on requirements of this plan and the use of CCR;
  2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HUBZone SB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;

3. Monitoring activities to evaluate compliance with the subcontracting plan;
4. Establishing procurement policies and procedures that direct the incorporation of applicable SB subcontracting clauses and requirements;
5. Communicating lessons learned to SB suppliers and subcontractors to develop capabilities and quality of services;
6. Implementing an ongoing in-reach program that provides small businesses access and exposure to key project planners and managers; and
7. Conducting internal workshops, seminars, and training programs to ensure that internal customers and acquisition personnel are familiar with the SB policies and prime contract requirements.
8. Maintain a list of trip reports and other documentation on the outreach activity attended, including new sources along with recommendations to buyers to include these sources in the next appropriate solicitation. Follow-up with buyers regarding the use of the new sources.

C. Outreach Events

1. Attending annually the DOE Small Business Conference; and
2. Obtain a list of outreach activities to attend from the DOE Small Business Program Manager.

D. Additional efforts to be undertaken:

1. Develop a small business web page;
2. Acquisition planning to include small business subcontracting opportunities;
3. Partnering/teaming arrangements with small business subcontractors; and
4. Develop an internal Small Business Policy, including a policy statement from the Project Manager, Jim French.

E. Utilization of External Small Business Advocates to Conduct the Small Business Subcontracting Program

1. Work with the SBA Procurement Center Representative;
2. Work with Small Business Develop Centers and Minority Business Development Centers;



3. Work with Minority Supplier Development Councils; and
4. Work with other small business organizations.

### **7. Flow-Down Clause**

SRR agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan" (FAR 19.704(a)).

Such plans shall be reviewed by the SRR SB Program Manager by comparing them with the provisions of FAR 52.219-9 and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential SB, SDB, WOSB, VOSB, SDVOSB, HBCU, and HUBZone SB, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports and/or as time and availability of funds allow, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

### **8. Reporting and Cooperation**

SRR gives full assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA); (2) submission of periodic reports, which show compliance with the subcontracting plan; (3) timely submission of small business subcontracting achievement data, formerly reported on the Standard Form (SF) 294 and/or 295, to the Government's Electronic Subcontract Reporting Systems (eSRS); and (4) ensuring that large business subcontractors with subcontracting plans agree to input to the eSRS.

### **9. Recordkeeping**

To demonstrate compliance with the requirements and goals in this subcontracting plan, SRR will maintain the following records:

- A. A list of the sources, guides and other data used to identify suppliers and Vendors.
- B. Organizations contacted in an attempt to locate all categories of small business sources.
- C. Records to support other outreach efforts, e.g., contacts with small business trade associations, and attendance at conference, trade fairs, etc.
- D. Records to support internal guidance and encouragement, provided to buyers through: (1) workshops, seminars, training programs, incentive and other awards; and (2) monitoring of activities to evaluate compliance.

- E. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. This information shall include records of (1) whether small businesses were solicited and, if not, why and (2) if small businesses were solicited and award was not made to a small business, document why an award was not made to a small business. (This item is not required for company or division-wide commercial product plans.)
- F. The Program Administrator will maintain a list of eligible small business concerns recommended to buyers from CCR or other sources.
- G. All new vendors regardless of their classification will require "Representations and Certifications (Reps and Certs)." These reps and certs will be maintained in the files.

10. **Mentor Protégé Program**

SRR plans to establish Mentor-Protégé agreement(s) in accordance with Section H.30 of the Request for Proposal. We will foster long-term business relationships between new, developing, small businesses and ourselves, DOE, and other DOE facilities and increase the number of small businesses that can receive DOE contract and subcontract awards.

Key components of the SRR Mentor Protégé Program are:

- Establish program performance goals and metrics
- Train SRR personnel on the aspects of the Mentor Protégé Program
- Encourage participation by firms that meet the requirements defined in DEAR 919.7007, Eligibility to be a Protégé
- Select Protégé firms and execute Mentor-Protégé Agreements for review and approval by the DOE Headquarters Office of Small and Disadvantaged Business Utilization
- Provide developmental assistance to Protégé firms such as technical and advisory assistance, quality assurance program support, estimating and safety program review, progress payments based on costs, site specific training opportunities, and networking support
- Submit program reports per DEAR 919.7013

This subcontracting plan was submitted by:

Signature: *James W. French* *David A. Pethick* *12/8/08*

Typed Name: James W. French DAVID A. PETHICK

Title: Project Manager

Office/Division: Savannah River Remediation LLC

Date Prepared: August 18, 2008

Telephone: (803) 502-9972

Fax: (803) 502-5701

E-mail: jim.french@wgint.com

Approval:

Signature: *Irma Brown* *12/8/2008*

Typed Name: IRMA BROWN

Title: CONTRACTING OFFICER

Office and Routing Symbol: DOE SR

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX B - KEY PERSONNEL**

Pursuant to Section H and I clauses entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
James W. French	Project Manager
L. David Olson	Operations Manager
Mark D. Hasty	Waste Removal and Tank Closure Manager
Steven W. Wilkerson	DWPF Operations Manager
Wyatt C. Clark, Jr.	Tank Farm Operations Manager
Patricia M. Allen	ESH&Q Manager
Victor A. Franklin	Waster Determination Manager
Clifford J. Winkler	Engineering Manager
Daniel L. Becker	Planning, Admin., & Business Services Manager

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX C – RESERVED**

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX D - LIST B, APPLICABLE DOE DIRECTIVES, ORDERS, LAWS, AND REGULATIONS**

Pursuant to the clause in Section I.138 entitled, DEAR 970.5204-2 “LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000),” the Contractor shall adhere to the ES&H requirements compliance process delineated in the Site Standards/ Requirements Identification Document (S/RID). For requirements other than Environment, Safety and Health (ES&H), the contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID, and superseding versions thereof, are hereby incorporated by reference.

The Contracting Officer, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, revise the ES&H requirements and non-ES&H requirements (i.e., List B as referred to in this clause).

The following is the DOE approved List B set of requirements as of May 25, 2007.

**ENVIRONMENTAL, SAFETY AND HEALTH REGULATIONS (ES&H)**

**ES&H Requirements**

<b>Directive</b>	<b>Title</b>
ADN-89-05-FF	Federal Facility Agreement For The Savannah River Site
ANS 8.1	Nuclear Criticality Safety In Operations With Fissionable Materials Outside Reactors
ANS 8.14	Use of Soluble Neutron Absorbers in Nuclear Facilities Outside Reactors
ANS 8.15	Nuclear Criticality Control of Special Actinide Elements
ANS 8.17	Criticality Safety Criteria for the Handling, Storage, and Transportation of LWR Fuel Outside Reactors
ANS 8.19	Administrative Practices for Nuclear Criticality Safety
ANS 8.21	Use of Fixed Neutron Absorbers in Nuclear Facilities Outside Reactors
ANS 8.22	Nuclear Criticality Safety Based on Limiting and Controlling Moderators
ANS 8.3	Criticality Accident Alarm System
ANS 8.6	Safety in Conducting Subcritical Neutron-Multiplication Measurements in Situ
ANS 8.7	Nuclear Criticality Safety In The Storage Of Fissile Materials
ANSI Z 358.1	Eye Wash and Shower Equipment, Emergency
ANSI N323A - 1997	American National Standard: Radiation Protection Instrumentation Test and Calibration, Portable Survey Instruments
ANSI N42.18 - 1980	American National Standard: Specification and Performance of On-Site Instrumentation for Continuously Monitoring Radioactivity in Effluents

Directive	Title
ANSI N43.3 - 1993	American National Standard For General Radiation Safety - Installations Using Non-Medical X-Ray and Sealed Gamma-Ray Sources, Energies Up To 10 MeV
ANSI/ANS-3.2	Administrative Controls And Quality Assurance For The Operational Phase Of Nuclear Power Plants
ANSI/ASQ E4	Quality Systems For Environmental Data And Technology Programs -Requirements With Guidance For Use
ANSI/HPS N43.2 – 2001	American National Standard: Radiation Safety for X-Ray Diffraction and Fluorescence Analysis Equipment
ASME NQA-1-2000	QUALITY ASSURANCE REQUIREMENTS FOR NUCLEAR FACILITY APPLICATIONS
Comm. Vehicle Safety Alliance	North American Uniform Vehicle Out-of-Service Criteria
DOE LETTER AA-03-007	Cancellation of Directive Implementation Instructions
DOE LETTER JF-04-032	DOE-SRS Letter JF-04-032, Enclosure 1, Fire Protection Requirements And Clarifications Established by DOE-SRS
DOE/NNSA QC-1, Rev. 10	DOE/NNSA QC-1 Weapon Quality Policy QC-1
DOE/RW-0333P, Rev 18	Quality Assurance Requirements and Description for the Civilian Radioactive Waste Management Program
DOE/RW-0351, Rev 4	Waste Acceptance System Requirements Document
DOE O 5400.5 Chg 2	Radiation Protection Of The Public And The Environment
DOE O 5480.19 Chg 2	Conduct Of Operations Requirements For DOE Facilities
DOE O 5480.20A Chg 1	Personnel Selection, Qualification, And Training Requirements For DOE Nuclear Facilities
DOE O 5480.4 Chg 4	Environmental Protection, Safety, and Health Protection Standards
DOE O 5480.8A Chg 1	Contractor Occupational Medical Program
DOE O 5530.3	Radiological Assistance Program
DOE-EM-STD-5502-94	Hazard Baseline Documentation
DOE M 231.1-1A	Environment, Safety and Health Reporting Manual
DOE M 231.1-2	Occurrence Reporting and Processing of Operations Information
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual
DOE M 450.4-1	Integrated Safety Management System Manual
DOE M 461.1-1 Chg 1	Packaging and Transfer of Materials of National Security Interest Manual
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 210.2	DOE Corporate Operating Experience Program
DOE O 225.1A	Accident Investigations
DOE O 226.1	Implementation Of Department Of Energy Oversight Policy
DOE O 243.2	Vital Records
DOE O 251.1B	Directives System
DOE O 414.1C	Quality Assurance
DOE O 420.1B	Facility Safety
DOE O 425.1C	Startup And Restart Of Nuclear Facilities
DOE O 433.1	Maintenance Management Program For DOE Nuclear Facilities.
DOE O 435.1 Chg 1	Radioactive Waste Management
DOE O 440.1A	Worker Protection Management For DOE and Contractor Employees
DOE O 443.1	Protection of Human Subjects
DOE O 450.1, CHG 2	Environmental protection Program

<b>Directive</b>	<b>Title</b>
DOE O 451.1B, CHG 1	National Environmental Policy Act Compliance Program
DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1A	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE P 450.4	Safety Management System Policy
DOE-STD-1088-95	Fire Protection for Relocatable Structures
DOE-STD-1098-99	Radiological Control
DOE-STD-1186-2004	Specific Administrative Controls
EM-WAPS	Waste Acceptance Product Specifications (WAPS) for Vitrified High-Level Waste Forms
EPA QA/R-5	Requirements for Quality Assurance Project Plans
EPA/540/R-93/071	Data Quality Objectives
EPA/SW-846	Test Methods For Evaluating Solid Waste
ERD-97-1660	Environmental Restoration Division Operations
FMDP – QARD	Fissile Materials Disposition Program - Quality Assurance Requirements Document
IBC	International Building Code
ICC	International Code Council Family of Codes
ISO 9002	Quality System - Model For Quality Assurance Production And Installation
PSLM-073101	Primary Standards Laboratory Memorandum

**Non-ES&H Requirements**

<b>Directive</b>	<b>Title</b>
DOE1340.1B	Management Of Public Communications Publications And Scientific, Technical, And Engineering Publications
DOE O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations
DOE O 5610.2 Chg1	Control of Weapon Data
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE M 200.1-1	Chapter 9, Public Key Cryptography and Key Management
DOE M 413.3-1	Project Management For The Acquisition Of Capital Assets
DOE M 470.4-1	Safeguards and Security Program Planning and Management (Change 1)
DOE M 470.4-2	Physical Protection
DOE M 470.4-3	Protective Safeguards and Security Force, (Change 1)
DOE M 470.4-4	Information Security
DOE M 470.4-5	Personnel Security
DOE M 470.4-6	Nuclear Material Control and Accountability
DOE M 471.1-1	Identification And Protection Of Unclassified Controlled Nuclear Information Manual
DOE M 471.2-2	Classified Information Systems Security Manual
DOE M 471.3-1	Manual For Identifying And Protecting Official Use Only Information
DOE M 475.1-1A	Identifying Classified Information
DOE M 481.1-1AChg1	Reimbursable Work for Non-Federal Sponsors Process Manual
DOE M 483.1-1	DOE Cooperative Research And Development Agreements Manual
DOE M 573.1-1	Mail Services User's Manual



<b>Directive</b>	<b>Title</b>
DOE N 205.1	Unclassified Cyber Security Program
DOE N 205.2	Foreign National Access To DOE Cyber Systems
DOE N 205.3	Password Generation, Protection, And Use
DOE N 205.4	Handling Cyber Security Alerts And Advisories And Reporting Cyber Security Incidents
DOE N 206.3	Personal Identity Verification
DOE N 470.2	Reporting Unofficial Foreign Travel
DOE N 473.4	Department Of Energy Badges
DOE N 473.5	Security Area Vouching And Piggybacking
DOE N 481.1A	Reimbursable Work For Department Of Homeland Security
DOE O 110.3	Conference Management
DOE O 130.1	Budget Formulation Process
DOE O 142.1	Classified Visits Involving Foreign Nationals
DOE O 142.2	Safeguards Agreement And Protocol With The International Atomic Energy Agency
DOE O 142.3	Unclassified Foreign Visits And Assignments Program
DOE O 200.1	Information Management Program
DOE O 205.1A	Department of Energy Cyber Security Management
DOE O 221.1	Reporting Fraud, Waste, And Abuse To The Office Of Inspector General
DOE O 221.2	Cooperation With The Office Of Inspector General
DOE O 241.1A	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 252.1	Technical Standards Program
DOE O 311.1B	Equal Opportunity and Diversity Program
DOE O 350.1 Chg 1	Contractor Human Resource Management Programs
DOE O 350.2A	Use Of Management And Operating Or Other Facility Management Contractor Employees For Services To DOE In The Washington, D.C., Area
DOE O 413.1A	Management Control Program
DOE O 413.2B	Laboratory Directed Research And Development
DOE O 413.3A	Program And Project Management For The Acquisition Of Capital Assets
DOE O 430.1B	Real Property Asset Management
DOE O 430.2A	Departmental Energy And Utilities Management
DOE O 440.2B	Aviation Management And Safety
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 470.2B	Independent Oversight And Performance Assurance Program
DOE O 470.3A	Design Basis Threat Policy
DOE O 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3	Identifying And Protecting Official Use Only Information
DOE O 475.1	Counterintelligence Program
DOE O 481.1B	Work for Others (Non-Department of Energy Funded Work)
DOE O 483.1	DOE Cooperative Research And Development Agreements
DOE O 522.1	Pricing Of Departmental Materials And Services
DOE O 534.1A	Accounting

Directive	Title
DOE O 551.1B	Official Foreign Travel

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

### SECTION J - LIST OF ATTACHMENTS

#### APPENDIX E - SENSITIVE FOREIGN NATIONS CONTROL

In accordance with Section I contract clause, DEAR 952.204-71, “Sensitive Foreign Nations Controls,” this Attachment sets forth the requirements the contractor shall comply with under this contract. (Reference DOE Order 142.3, or superseding directives.)

Foreign National access to DOE sites, programs, information and technologies will be approved provided the access is needed to support the program objectives of DOE and/or objectives of U.S. national interests.

#### 1. Definitions

Assignee – A foreign national who has been approved to access a DOE site, information, or technology for a period of more than 30 consecutive calendar days.

Foreign National – A person born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

Host – The DOE or DOE contractor employee responsible for the day-to-day activities associated with the visit or assignment.

Indices Checks – A procedure whereby a request is made to appropriate U. S. Government agencies to determine whether information exists on a particular foreign national.

Legal Permanent Resident (LPR) – One who has the right to reside permanently and work in the United States. An LPR may also be known as a permanent resident alien or Green Card holder.

Nonsensitive Country National – A foreign national who was born in, is a citizen of, is employed by, or represents a government, company, organization, or institution that is located in a country not on the Sensitive Countries List or the Terrorist Countries List.

Security Plan – A security plan is required to address specific site security concerns relating to foreign national visits or assignments.

Sensitive Countries List – A list of countries to which particular consideration is given for policy reasons during the DOE internal review and approval process for visits and assignments by foreign nationals. Countries may appear on the list for national security, nuclear nonproliferation, or terrorism support reasons. Those countries follow:

Algeria  
Armenia  
Azerbaijan  
Belarus  
China (People's Republic of China )  
Cuba - Terrorist  
Georgia  
India  
Iran - Terrorist  
Iraq  
Israel  
Kazakhstan  
North Korea (Democratic People's Republic of) - Terrorist  
Kyrgyzstan  
Libya - Terrorist  
Moldova  
Pakistan  
Russia  
Sudan - Terrorist  
Syria - Terrorist  
Taiwan (Republic of China)  
Tajikistan  
Turkmenistan  
Ukraine  
Uzbekistan

Sensitive Visit/Assignment – A visit/assignment will be considered sensitive if:

- Sensitive Country (Citizen or Birth)
- Sensitive Subject/Sensitive Areas
- Secured Facilities (Limited Area, Protected Area, Material Access Area or Exclusion Area)
- Represent a company, business, organization or institute from countries identified as sensitive.

Sensitive Country National – A foreign national who was born in, is a citizen of, or is employed by a government, employer, institution or organization, of a sensitive country.

Visit – Access by a foreign national for 30 calendar days or less.

## **2. Prior Approvals Relating to Foreign Nationals**

- a. Foreign visits and assignments pertaining to DOE programs must be in accordance with DOE Order 142.3, or superseding directives and other DOE policies furnished in writing to the contractor. All visits and assignments must be approved in advance by the DOE Approval Authority.
- b. Sensitive visits or assignment requests must be submitted 45 days in advance in order to allow time for an indices check to be completed.
- c. Non-sensitive visits or assignment requests must be submitted 5 days in advance.

## **3. Reports Relating to Foreign Visits and Assignments**

Host Report Requirements - To enable the approving official to evaluate the effectiveness of visits and assignments, and to assist in determining the desirability of future visits and assignments, host reports are required within 5 days of the completion of the visit or assignment.

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX F - PERFORMANCE GUARANTEE AGREEMENT**

The Performance Guarantee Agreement is required by the Section H clause entitled "Performance Guarantee."

**PERFORMANCE GUARANTEE AGREEMENT**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC09-09SR22505 which resulted from the Solicitation DE-RP06-07SR22505 for the management and operation of the Liquid Waste System at the Savannah River Site (the "Contract") dated December 8, 2008, by and between the Government and Savannah River Remediation LLC (Contractor), the undersigned, Washington Group International, Inc. (Guarantor), a corporation incorporated in the State of Ohio with its principal place of business at 720 Park Boulevard, Boise, Idaho hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other

document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on December 10, 2007.

**Washington Group International, Inc.**

  
\_\_\_\_\_  
**Richard D. Parry**  
**Sr. Vice President and General Counsel**

**ATTESTATION INCLUDING APPLICATION  
OF SEAL BY AN OFFICIAL OF GUARANTOR  
AUTHORIZED TO AFFIX CORPORATE SEAL**

  
\_\_\_\_\_  
**Craig G. Taylor**  
**Vice President and Corporate Secretary**





**PART IV- REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L - Attachment A**  
**PERFORMANCE GUARANTEE AGREEMENT**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC09-09SR22505 which resulted from the Solicitation DE-RP06-07SR22505 for the management and operation of the Liquid Waste System at the Savannah River Site (the "Contract") dated December 8, 2008 by and between the Government and Savannah River Remediation LLC (Contractor), the undersigned, Bechtel National, Inc. (Guarantor), a corporation incorporated in the State of Nevada with its principal place of business at 5275 Westview Drive, Frederick, Maryland 21703 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or

instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.


Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

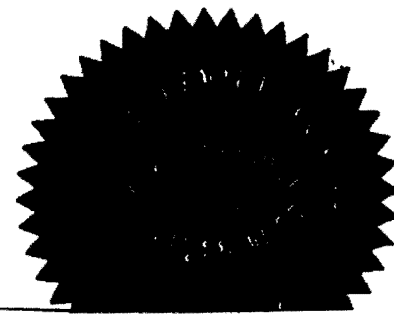
No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

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BECHTEL NATIONAL, INC.

  
DAVID M. WALKER  
PRESIDENT, BECHTEL NATIONAL, INC.  
EXECUTING PERFORMANCE GUARANTEE  
AGREEMENT ON BEHALF OF GUARANTOR



**PERFORMANCE GUARANTEE AGREEMENT**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC09-07SR22505<sup>07SR22505</sup> for the management and operation of the Liquid Waste System at the Savannah River Site (the "Contract") dated December 8, 2006<sup>12/8/06</sup> by and between the Government and Savannah River Remediation LLC (Contractor), the undersigned, B&W Technical Services Group, Inc. (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 2016 Mt. Athos Rd., Lynchburg, VA 24504 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon

demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

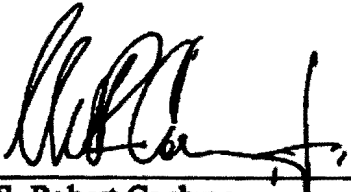
Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on December 3, 2007.

B&W Technical Services Group, Inc.

  
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S. Robert Cochran  
President

I certify that I am the Assistant Secretary of the corporation named as Guarantor herein; that the officer who signed the Performance Guarantee Agreement on behalf of the Guarantor was then President of said corporation; and that said officer was acting within the scope of his corporate powers.

By   
\_\_\_\_\_  
Stephen D. Harvey

Date 12-3-2007

**PERFORMANCE GUARANTEE AGREEMENT**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC09-09SR22505 which resulted from the solicitation DE-RP09-07SR22505 for the management and operation of the Liquid Waste System at the Savannah River Site (the "Contract") dated December 8, 2008, by and between the Government and Savannah River Remediation LLC (Contractor), the undersigned, CH2M HILL Companies, LTD (Guarantor), a corporation incorporated in the State of Oregon with its principal place of business at 9191 S. Jamaica Street, Englewood, CO 80112 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon

demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) November 20, 2007.

**CH2M HILL Companies, LTD.**



**Brian R. Shelton, Vice President and Treasurer**



**Margaret B. McLean, Vice President and Assistant Secretary**

**ATTESTATION INCLUDING APPLICATION  
OF SEAL BY AN OFFICIAL OF GUARANTOR  
AUTHORIZED TO AFFIX CORPORATE SEAL**

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****APPENDIX G - GUIDANCE FOR PREPARATION OF  
EMPLOYEE CONCERNS PROGRAM (ECP) IMPLEMENTATION PLAN**

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the ECP Plan elements. The Plan should include innovative strategies for identifying and resolving employee issues effectively at the lowest level possible in a timely manner. The Plan should address, at a minimum, the Contractor's approach for promoting openness in communication and resolving employee issues through (1) educational outreach and training, (2) an effective concerns processing system, (3) a thorough and independent investigation process, (4) tracking implementation of corrective actions, (5) timely response to concerned employees, (6) integration of the ECP into the Contractor's Integrated Safety Management System (ISMS), (7) proactive use of Alternative Dispute Resolution (ADR), (8) zero tolerance for reprisal for raising any issue, and (9) an effective self assessment and evaluation process.

**Educational Outreach and Training**

The Contractor Plan should outline or discuss any programs already provided, or which it intends to provide, which will educate their workforce and those of their subcontractors on their rights and responsibilities regarding reporting all types of issues to their management and/or the ECP, the avenues available to all employees for raising concerns, emphasizing the proactive use of ADR, and the Department's policy on zero tolerance for reprisal for raising issues.

**Effective Concerns Processing System**

The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for receiving and resolving employee concerns in accordance with DOE directives. The Plan should discuss overall perspectives on organizational location of the ECP function, staffing, establishment of procedures, and logistical considerations for the functioning of an effective ECP.

**Thorough and Independent Investigation Process**

The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for investigating employee concerns in accordance with DOE directives, including proposed methods for investigating concerns by ECP staff, as well as identifying the types of concerns referred or transferred to other organizations for investigation and resolution. The Plan should discuss the methods used to ensure the independence of the ECP and maintaining the integrity of the Program as an independent evaluation process. The Plan should also discuss the types and levels of expertise relative to the investigation process necessary to implement an effective ECP.

**Tracking Implementation of Corrective Actions**

The Contractor's Plan should discuss methods the Contractor is currently using or intends to use to document and track the implementation of corrective actions resulting from substantiated employee concern investigations, to include an evaluation of the effectiveness of the actions in resolving the concern and preventing future recurrence of the identified problems.

**Timely Response to Concerned Employees**

The Plan should describe the methods the Contractor is currently using or intends to use to provide effective feedback to the concerned employees throughout the process, as well as in providing a final closeout to the individual.

**Integration of the ECP into the Integrated Safety Management System (ISMS)**

The Plan should discuss the integration of the ECP as part of the Contractor's ISMS, specifically describing the Contractor's philosophy on how the ECP contributes to the effectiveness of the ISMS.

**Proactive Use of Alternative Dispute Resolution (ADR)**

The Contractor's Plan should discuss the Contractor's existing or planned processes for incorporating the proactive, early use of ADR methods, including mediation, into their efforts to resolve employee concerns, in accordance with DOE directives. The Plan should also discuss the types and levels of expertise relative to ADR necessary to implement ADR as part of an effective ECP.

**Zero Tolerance for Reprisal for Raising Issues**

The Plan should discuss the methods the Contractor is currently using or intends to use to communicate and enforce DOE directives regarding zero tolerance for reprisal for raising all types of issues. The Plan should discuss the processes established to implement the provisions of Title 10, Code of Federal Regulations, Part 708 (10CFR 708), *Contractor Employee Protection Program*, and the reprisal prohibitions under Title 10, Code of Federal Regulation, Part 820 (10CFR820), *Procedural Rules for DOE Nuclear Activities*. The Plan should include discussion of methods of training employees and supervisors on the provisions of 10CFR708 and 10CFR820, as well as proactively resolving formal complaints filed under 10CFR708. The Plan should also include discussion regarding how to address the implications of violations of 10CFR708 or 10CFR820 as it relates to the Price-Anderson Amendments Act of 1988 (PAAA).

**Effective Self Assessment and Evaluation Process**

The Contractor ECP Plan should discuss the methods the Contractor is currently using or intends to use to implement an effective self assessment and evaluation process, in accordance with DOE directives, including DOE Order 226.1, *Implementation of DOE Oversight Policy*. The Plan should include discussion on methods to conduct tracking and trending analysis on concerns received and resolved, as well as actions to report that information to senior Contractor management



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

### **SECTION J - LIST OF ATTACHMENTS**

#### **APPENDIX H - GUIDANCE FOR PREPARATION OF EQUAL OPPORTUNITY PROGRAM**

With regard to the Contract Section I clause entitled "Equal Opportunity," this Appendix provides guidance to assist the Contractor in understanding the Department's expectations in the area of workforce equal employment opportunity and diversity.

In addition to Executive Order 11246 and DOE Order 311.1B, DOE-SR contractors and subcontractors will strive to meet DOE-SR's expectations to be model employers in the area of workforce equal employment opportunity and diversity, and to provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at DOE facilities, as specified in applicable State and Federal laws and regulations.

DOE-SR contractors and subcontractors must ensure that all its personnel actions are "made free" of any discrimination based on race, color, religion, sex, national origin, age, disabling condition, reprisal or sexual orientation and that each of its contractors and subcontractors has "an affirmative program of equal employment opportunity" for all employees and applicants for employment. To this end, the contractors must maintain the essential elements of a Model Equal Employment Opportunity (EEO) Program as follows:

- Demonstrated commitment from company leadership;
- Integration of EEO into the company's strategic mission;
- Management and program accountability;
- Proactive prevention of unlawful discrimination;
- Efficiency; and
- Responsiveness and legal compliance.

(a) **Demonstrated Commitment from Contractor Leadership**

- (1) Contractor heads and other senior management officials are to demonstrate a firm commitment to equality of opportunity for all employees and applicants for employment. Even the best workplace policies and procedures will fail if they are not trusted, respected and vigorously enforced. The Contractor must translate equal opportunity into every day practice and make those principles a fundamental part of their company culture. This commitment to equal opportunity must be embraced by company leadership and communicated through the ranks from the top down. It is the responsibility of each company head to take such measures as may be necessary to incorporate the principles of equal employment opportunity into the company's organizational structure.

- (2) To this end, the Contractor will adhere to all DOE policies governing EEO and a workplace free of discriminatory harassment.
- (b) Integration of EEO into the Company's Strategic Mission
- (1) Maintain a reporting structure that provides the company's EEO Director with regular access to the company head and other senior management officials for reporting on the effectiveness, efficiency, and legal compliance of the company's equal employment opportunity and diversity programs.
  - (2) EEO Director be a direct report to the company head.
  - (3) Ensure EEO professionals are involved with, and consulted on, the management and deployment of human resources. The EEO Director should be a regular participant in senior staff meetings and regularly consulted on human resources issues.
  - (4) Allocate sufficient resources to create and/or maintain equal employment opportunity and diversity programs that: 1) identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, national origin, sex or disability; 2) establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance; and 3) ensure that unlawful discrimination in the workplace is promptly corrected and addressed.
  - (5) Attract, develop, and retain EEO staff with the strategic competencies necessary to accomplish the company's EEO mission, and interface with company officials, managers, and employees.
  - (6) Recruit, hire, develop, and retain supervisors and managers who have effective managerial, communications, and interpersonal skills. Provide managers and supervisors with appropriate classroom training and other resources to understand and successfully discharge their duties and responsibilities.
  - (7) Involve managers and employees in the implementation of the company's EEO and diversity programs.
  - (8) Use various media to distribute EEO information concerning EEO laws, regulations and requirements, rights, duties and responsibilities and to promote best workplace practices.
- (c) Management and Program Accountability
- (1) Conduct regular internal audits, on at least an annual basis, to assess the effectiveness and efficiency of EEO laws and regulations to ascertain whether the company has made a good faith effort to identify and remove barriers to equality of opportunity in the workplace.

- (2) Establish procedures to prevent all forms of discrimination, including harassment, retaliation and failure to provide reasonable accommodation to qualified individuals with disabilities.
- (3) Evaluate managers and supervisors on efforts to ensure equality of opportunity for all employees.
- (4) Maintain clearly defined, well-communicated, consistently applied and fairly implemented personnel policies, selection and promotion procedures, evaluation procedures, rules of conduct and training systems.
- (5) Review each finding of discrimination to determine the appropriateness of taking disciplinary action against company officials involved in the matter. Track these decisions and report trends, issues and problems to company leadership for appropriate action.

(d) Proactive Prevention of Unlawful Discrimination

Contractors must conduct a self-assessment on at least an annual basis to monitor progress, identify areas where barriers may operate to exclude certain groups and develop strategic plans to eliminate identified barriers.

(e) Efficiency

- (1) Contractors must have an efficient and fair dispute resolution process and effective systems for evaluating the impact and effectiveness of their EEO programs.
- (2) Maintain an efficient, fair, and impartial complaint resolution process.
- (3) Establish and encourage the widespread use of a fair alternative dispute resolution (ADR) program that facilitates the early, effective, and efficient informal resolution of disputes.
- (4) Establish an internal complaint process to include suspense date that has been approved by DOE-SR. Develop a tracking and monitoring system that permits the company to identify the location, status, and length of time elapsed at each stage of the company's complaint process, the issues and the bases of the complaints, the aggrieved individuals/complainants, the involved management officials and other information necessary to analyze complaint activity and identify trends.
- (5) Identify, monitor and report significant trends reflected in complaint processing activity monthly to DOE-SR. Analysis of data relating to the nature and disposition of EEO complaints can provide useful insight into the extent to which a company is meeting its obligations to EEO laws, regulations, executive orders and guidances.

- (6) Maintain a system that collects and maintains accurate information on the race, national origin, sex, and disability status of company employees.
  - (7) Maintain a system that tracks applicant flow data, which identifies applicants by race, national origin, sex, and disability status and the disposition of all applications.
  - (8) Maintain a tracking system of recruitment activities to permit analyses of these efforts in any examination of potential barriers to equality of opportunity.
  - (9) Identify and disseminate best workplace practices.
- (f) Responsiveness and Legal Compliance
- Ensure that they are in full compliance with the laws, regulations, guidances, orders and other written instructions.

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX I - ENVIRONMENTAL PERMITS**

The Contractor shall be responsible for becoming a party to all regulatory compliance agreements, and licenses and permits issued by any federal, state or local regulatory agency associated with the SOW under this contract, including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract.

The listing of Environmental Permits is provided through the SR Acquisition Web Site. This listing can be requested through the UCI DVD approval process. The SR Acquisition Web site is located at <http://professionals.pr.doe.gov/srs/index.html>.

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX J - U.S. DEPARTMENT OF LABOR WAGE DETERMINATION**

05-2135 GA,AUGUSTA

WAGE DETERMINATION NO: 05-2135 REV (01) AREA: GA,AUGUSTA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL  
WD:05-2136

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS  
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2135

William W.Gross Division of | Revision No.: 1  
Director Wage Determinations| Date Of Revision: 09/07/2006

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States: Georgia, South Carolina

Area: Georgia Counties of Burke, Columbia, Elbert, Emanuel, Glascock, Hart,  
Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes  
South Carolina Counties of Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I

11.35

01012 - Accounting Clerk II

12.74

01013 - Accounting Clerk III	15.08
01020 - Administrative Assistant	20.49
01040 - Court Reporter	16.72
01051 - Data Entry Operator I	10.74
01052 - Data Entry Operator II	12.17
01060 - Dispatcher, Motor Vehicle	16.72
01070 - Document Preparation Clerk	11.77
01090 - Duplicating Machine Operator	12.17
01111 - General Clerk I	13.39
01112 - General Clerk II	14.49
01113 - General Clerk III	16.21
01120 - Housing Referral Assistant	18.45
01141 - Messenger Courier	8.93
01191 - Order Clerk I	10.18
01192 - Order Clerk II	12.51
01261 - Personnel Assistant (Employment) I	14.53
01262 - Personnel Assistant (Employment) II	16.72
01263 - Personnel Assistant (Employment) III	18.93
01270 - Production Control Clerk	18.19
01280 - Receptionist	10.95
01290 - Rental Clerk	13.31
01300 - Scheduler, Maintenance	14.44
01311 - Secretary I	14.44
01312 - Secretary II	16.24
01313 - Secretary III	18.45
01320 - Service Order Dispatcher	13.71
01410 - Supply Technician	20.49
01420 - Survey Worker	15.27
01531 - Travel Clerk I	10.50
01532 - Travel Clerk II	11.55
01533 - Travel Clerk III	12.45
01611 - Word Processor I	11.53
01612 - Word Processor II	13.40
01613 - Word Processor III	15.55
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.35
05010 - Automotive Electrician	15.63
05040 - Automotive Glass Installer	14.22
05070 - Automotive Worker	14.78
05110 - Mobile Equipment Servicer	12.37
05130 - Motor Equipment Metal Mechanic	16.62
05160 - Motor Equipment Metal Worker	14.78
05190 - Motor Vehicle Mechanic	15.99
05220 - Motor Vehicle Mechanic Helper	12.14
05250 - Motor Vehicle Upholstery Worker	13.80
05280 - Motor Vehicle Wrecker	14.78

05310 - Painter, Automotive	15.03
05340 - Radiator Repair Specialist	14.78
05370 - Tire Repairer	11.29
05400 - Transmission Repair Specialist	16.62
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.87
07041 - Cook I	9.50
07042 - Cook II	10.87
07070 - Dishwasher	7.03
07130 - Food Service Worker	8.15
07210 - Meat Cutter	12.82
07260 - Waiter/Waitress	8.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.49
09040 - Furniture Handler	11.18
09080 - Furniture Refinisher	16.49
09090 - Furniture Refinisher Helper	12.63
09110 - Furniture Repairer, Minor	14.55
09130 - Upholsterer	16.49
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.16
11060 - Elevator Operator	7.88
11090 - Gardener	11.46
11122 - Housekeeping Aide	8.30
11150 - Janitor	7.96
11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.48
11260 - Pruner	8.09
11270 - Tractor Operator	10.71
11330 - Trail Maintenance Worker	9.04
11360 - Window Cleaner	8.77
12000 - Health Occupations	
12010 - Ambulance Driver	14.21
12011 - Breath Alcohol Technician	13.95
12012 - Certified Occupational Therapist Assistant	18.64
12015 - Certified Physical Therapist Assistant	18.72
12020 - Dental Assistant	12.57
12025 - Dental Hygienist	22.39
12030 - EKG Technician	19.90
12035 - Electroneurodiagnostic Technologist	19.90
12040 - Emergency Medical Technician	14.21
12071 - Licensed Practical Nurse I	12.44
12072 - Licensed Practical Nurse II	13.95
12073 - Licensed Practical Nurse III	15.60
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.79



12160 - Medical Record Clerk	11.46
12190 - Medical Record Technician	13.66
12195 - Medical Transcriptionist	11.46
12210 - Nuclear Medicine Technologist	28.85
12221 - Nursing Assistant I	7.61
12222 - Nursing Assistant II	8.20
12223 - Nursing Assistant III	9.33
12224 - Nursing Assistant IV	10.47
12235 - Optical Dispenser	13.14
12236 - Optical Technician	9.27
12250 - Pharmacy Technician	13.49
12280 - Phlebotomist	11.96
12305 - Radiologic Technologist	19.34
12311 - Registered Nurse I	23.05
12312 - Registered Nurse II	25.76
12313 - Registered Nurse II, Specialist	25.76
12314 - Registered Nurse III	31.02
12315 - Registered Nurse III, Anesthetist	31.02
12316 - Registered Nurse IV	37.15
12317 - Scheduler (Drug and Alcohol Testing)	16.83
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.58
13012 - Exhibits Specialist II	20.53
13013 - Exhibits Specialist III	25.13
13041 - Illustrator I	17.50
13042 - Illustrator II	21.71
13043 - Illustrator III	26.54
13047 - Librarian	22.74
13050 - Library Aide/Clerk	8.29
13054 - Library Information Technology Systems Administrator	20.53
13058 - Library Technician	14.59
13061 - Media Specialist I	14.74
13062 - Media Specialist II	16.21
13063 - Media Specialist III	17.83
13071 - Photographer I	14.18
13072 - Photographer II	15.88
13073 - Photographer III	19.69
13074 - Photographer IV	24.09
13075 - Photographer V	29.06
13110 - Video Teleconference Technician	14.74
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.40
14042 - Computer Operator II	16.20
14043 - Computer Operator III	19.95
14044 - Computer Operator IV	20.79
14045 - Computer Operator V	24.54

14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	26.50
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	13.40
14160 - Personal Computer Support Technician	20.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.93
15020 - Aircrew Training Devices Instructor (Rated)	31.57
15030 - Air Crew Training Devices Instructor (Pilot)	34.73
15050 - Computer Based Training Specialist / Instructor	26.68
15060 - Educational Technologist	23.40
15070 - Flight Instructor (Pilot)	34.73
15080 - Graphic Artist	20.17
15090 - Technical Instructor	18.17
15095 - Technical Instructor/Course Developer	23.30
15110 - Test Proctor	16.44
15120 - Tutor	14.66
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.94
16030 - Counter Attendant	7.94
16040 - Dry Cleaner	9.20
16070 - Finisher, Flatwork, Machine	7.94
16090 - Presser, Hand	7.94
16110 - Presser, Machine, Drycleaning	7.94
16130 - Presser, Machine, Shirts	7.94
16160 - Presser, Machine, Wearing Apparel, Laundry	7.94
16190 - Sewing Machine Operator	9.72
16220 - Tailor	10.25
16250 - Washer, Machine	8.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.56
19040 - Tool And Die Maker	19.32
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.98
21030 - Material Coordinator	18.14
21040 - Material Expediter	18.14
21050 - Material Handling Laborer	9.93
21071 - Order Filler	10.25
21080 - Production Line Worker (Food Processing)	15.98
21110 - Shipping Packer	11.89
21130 - Shipping/Receiving Clerk	11.72
21140 - Store Worker I	9.28

21150 - Stock Clerk	13.56
21210 - Tools And Parts Attendant	15.98
21410 - Warehouse Specialist	15.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	19.46
23021 - Aircraft Mechanic I	18.43
23022 - Aircraft Mechanic II	19.46
23023 - Aircraft Mechanic III	20.49
23040 - Aircraft Mechanic Helper	13.32
23050 - Aircraft, Painter	17.32
23060 - Aircraft Servicer	15.35
23080 - Aircraft Worker	16.41
23110 - Appliance Mechanic	16.37
23120 - Bicycle Repairer	11.29
23125 - Cable Splicer	22.85
23130 - Carpenter, Maintenance	16.37
23140 - Carpet Layer	15.44
23160 - Electrician, Maintenance	18.52
23181 - Electronics Technician Maintenance I	14.51
23182 - Electronics Technician Maintenance II	19.26
23183 - Electronics Technician Maintenance III	20.78
23260 - Fabric Worker	14.44
23290 - Fire Alarm System Mechanic	17.34
23310 - Fire Extinguisher Repairer	13.49
23311 - Fuel Distribution System Mechanic	18.33
23312 - Fuel Distribution System Operator	13.22
23370 - General Maintenance Worker	18.06
23380 - Ground Support Equipment Mechanic	18.43
23381 - Ground Support Equipment Servicer	15.35
23382 - Ground Support Equipment Worker	16.41
23391 - Gunsmith I	13.22
23392 - Gunsmith II	15.23
23393 - Gunsmith III	17.19
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.34
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	18.15
23430 - Heavy Equipment Mechanic	18.00
23440 - Heavy Equipment Operator	17.57
23460 - Instrument Mechanic	20.49
23465 - Laboratory/Shelter Mechanic	16.18
23470 - Laborer	9.43
23510 - Locksmith	16.37
23530 - Machinery Maintenance Mechanic	22.52
23550 - Machinist, Maintenance	17.34
23580 - Maintenance Trades Helper	15.16
23591 - Metrology Technician I	20.49

23592 - Metrology Technician II	21.64
23593 - Metrology Technician III	22.79
23640 - Millwright	19.33
23710 - Office Appliance Repairer	16.37
23760 - Painter, Maintenance	16.37
23790 - Pipefitter, Maintenance	18.23
23810 - Plumber, Maintenance	17.24
23820 - Pneudraulic Systems Mechanic	17.34
23850 - Rigger	17.34
23870 - Scale Mechanic	15.44
23890 - Sheet-Metal Worker, Maintenance	15.94
23910 - Small Engine Mechanic	15.44
23931 - Telecommunications Mechanic I	19.07
23932 - Telecommunications Mechanic II	20.15
23950 - Telephone Lineman	17.34
23960 - Welder, Combination, Maintenance	17.34
23965 - Well Driller	17.34
23970 - Woodcraft Worker	17.34
23980 - Woodworker	15.20
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.00
24580 - Child Care Center Clerk	12.76
24610 - Chore Aide	9.28
24620 - Family Readiness And Support Services Coordinator	11.44
24630 - Homemaker	13.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.75
25040 - Sewage Plant Operator	16.86
25070 - Stationary Engineer	20.75
25190 - Ventilation Equipment Tender	14.66
25210 - Water Treatment Plant Operator	16.86
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.25
27007 - Baggage Inspector	10.21
27008 - Corrections Officer	14.20
27010 - Court Security Officer	15.23
27030 - Detection Dog Handler	13.40
27040 - Detention Officer	14.20
27070 - Firefighter	16.69
27101 - Guard I	10.21
27102 - Guard II	13.40
27131 - Police Officer I	15.43
27132 - Police Officer II	17.16
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	8.84
28042 - Carnival Equipment Repairer	9.50

28043 - Carnival Equipment Worker	6.79
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	16.02
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	16.02
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.14
29020 - Hatch Tender	18.14
29030 - Line Handler	18.14
29041 - Stevedore I	16.96
29042 - Stevedore II	19.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	16.52
30022 - Archeological Technician II	18.57
30023 - Archeological Technician III	22.95
30030 - Cartographic Technician	21.07
30040 - Civil Engineering Technician	22.00
30061 - Drafter/CAD Operator I	16.51
30062 - Drafter/CAD Operator II	18.50
30063 - Drafter/CAD Operator III	19.43
30064 - Drafter/CAD Operator IV	22.95
30081 - Engineering Technician I	14.43
30082 - Engineering Technician II	16.46
30083 - Engineering Technician III	18.45
30084 - Engineering Technician IV	22.87
30085 - Engineering Technician V	27.98
30086 - Engineering Technician VI	33.74
30090 - Environmental Technician	20.86
30210 - Laboratory Technician	16.36
30240 - Mathematical Technician	20.86
30361 - Paralegal/Legal Assistant I	11.22
30362 - Paralegal/Legal Assistant II	20.60
30363 - Paralegal/Legal Assistant III	25.19
30364 - Paralegal/Legal Assistant IV	30.47
30390 - Photo-Optics Technician	20.86
30461 - Technical Writer I	20.60
30462 - Technical Writer II	25.19
30463 - Technical Writer III	30.47
30491 - Unexploded Ordnance (UXO) Technician I	22.02
30492 - Unexploded Ordnance (UXO) Technician II	26.64

30493 - Unexploded Ordnance (UXO) Technician III	31.93
30494 - Unexploded (UXO) Safety Escort	22.02
30495 - Unexploded (UXO) Sweep Personnel	22.02
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.19
30621 - Weather Observer, Senior (3)	18.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.40
31030 - Bus Driver	12.46
31043 - Driver Courier	12.49
31260 - Parking and Lot Attendant	9.90
31290 - Shuttle Bus Driver	12.49
31310 - Taxi Driver	9.21
31361 - Truckdriver, Light	12.49
31362 - Truckdriver, Medium	13.60
31363 - Truckdriver, Heavy	16.28
31364 - Truckdriver, Tractor-Trailer	16.28
99000 - Miscellaneous Occupations	
99030 - Cashier	7.53
99050 - Desk Clerk	9.09
99095 - Embalmer	19.75
99251 - Laboratory Animal Caretaker I	9.06
99252 - Laboratory Animal Caretaker II	9.51
99310 - Mortician	19.75
99410 - Pest Controller	12.55
99510 - Photofinishing Worker	10.20
99710 - Recycling Laborer	11.93
99711 - Recycling Specialist	14.56
99730 - Refuse Collector	10.87
99810 - Sales Clerk	9.83
99820 - School Crossing Guard	9.94
99830 - Survey Party Chief	20.77
99831 - Surveying Aide	13.52
99832 - Surveying Technician	18.47
99840 - Vending Machine Attendant	11.83
99841 - Vending Machine Repairer	14.56
99842 - Vending Machine Repairer Helper	11.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not



recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment

Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**General Decision Number: SC070023 06/08/2007 SC23**

**Superseded General Decision Number: SC20030023**

**State: South Carolina**

**Construction Types: Building, Heavy and Highway**

**Counties: Aiken, Allendale and Barnwell Counties in South Carolina.**

**SAVANNAH RIVER SITE ONLY**

**BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories)**

**HEAVY CONSTRUCTION PROJECTS (includes sewer & water line projects, and drainage projects)**

**HIGHWAY CONSTRUCTION PROJECTS**

<b>Modification Number</b>	<b>Publication Date</b>
0	02/09/2007
1	02/16/2007

2 05/25/2007  
 3 06/08/2007

\* SUSC2003-001 11/01/2005

	Rates	Fringes
<b>Asbestos abatement worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)</b>	\$ 11.16	.15
<b>Asbestos worker/insulator (Includes application of all insulating materials, protective coverings, coatings &amp; finishings to all types of mechanical systems)</b>	\$ 22.32	8.55
<b>Boilermaker</b>	\$ 24.73	13.96
<b>Bricklayer</b>	\$ 20.28	6.10
<b>Carpenter</b>	\$ 20.53	7.03
<b>Cement mason</b>	\$ 19.67	6.10
<b>Electrician</b>	\$ 23.23	8.62
<b>Elevator constructor</b>	\$ 28.635	13.37
<b>Glazier</b>	\$ 20.03	6.01
<b>Ironworker</b>	\$ 23.61	6.72
<b>Laborers:</b>		
<b>Concrete &amp; building</b>	\$ 14.49	4.58
<b>Hazardous waste verifier</b>	\$ 15.24	4.58
<b>Mortar mixer</b>	\$ 14.74	4.58
<b>Nozzleperson</b>	\$ 14.99	4.58

Pipelayer	\$ 14.74	4.58
Pneumatic concrete gun Operator	\$ 14.99	4.58
Pneumatic tool operator	\$ 14.74	4.58
Tool facility operator	\$ 15.24	4.58
<b>Line construction:</b>		
Cable splicer	\$ 23.48	8.62
Ground person	\$ 15.80	8.62
Line technician	\$ 23.23	8.62
Machinist	\$ 26.11	7.70
Millwright	\$ 21.79	8.38
<b>Painter</b>		
Composite rate applies to all work performed by journeyman painters and sign painters except when engaged in industrial premium work	\$ 20.03	6.01
Piledriver	\$ 20.78	7.03
Pipefitter	\$ 22.45	10.28
Plasterer	\$ 19.67	6.10
<b>Power equipment operators:</b>		
Air compressor; concrete mixer (10 s or less); conveyor; elevator; hoist, 1-drum; light plant; motor crane driver and oiler; roller; tractor (50 hp and over)	\$ 17.95	9.11
Backhoe; central mixing plant; concrete placing machine; crane, derrick, dragline; hoist, 2-drum; motor grader; shovel; sideboom tractor; tower/pedestal crane; hoist, 1-drum (hoisting personnel); mechanic		

(diesel & gas); maxi grinder	\$ 21.63	9.11
Batch plant; bulldozer; concrete mixer (over 10 s); distributor (bituminous surfaces); end loader; fork lift truck; lead oiler; pan scraper; paving machine; pumpcrete; trenching machine; well drill	\$ 19.90	9.11
Mechanic (diesel & gas) Pump (2-1/2 in. and over); tractor (under 50 hp); fireperson (boiler); oiler	\$ 21.63	9.11
	\$ 15.79	9.11
Roofer (built-up, composition and waterproofing)	\$ 19.23	3.05
Sheet metal worker	\$ 23.51	9.10
Sprinkler fitter	\$ 22.33	10.40
Tile setter	\$ 20.28	6.10
Truck drivers:		
_ 2-1/2 tons & over, and special equipment	\$ 21.21	4.1725
_ Oiler (light equipment and garage attendant)	\$ 20.86	4.1725
_ Under 2-1/2 tons	\$ 20.58	4.1725

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**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**

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**Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).**

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**In the listing above, the "SU" designation means that rates**

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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**WAGE DETERMINATION APPEALS PROCESS**

**1.) Has there been an initial decision in the matter? This can be:**

- \* an existing published wage determination**
- \* a survey underlying a wage determination**
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter**
- \* a conformance (additional classification and rate) ruling**

**On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.**

**With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:**

**Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

**2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:**

**Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

**The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.**

**3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:**

**Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210**

**4.) All decisions by the Administrative Review Board are final.**

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**END OF GENERAL DECISION**

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****APPENDIX K – ACRONYMS LIST**

<b>Acronym</b>	<b>Definition</b>
AB	Authorization Basis
ACO	Administrative Contracting Officer
ADR	Alternative Dispute Resolution
ANSI	American National Standards Institute
ARP	Actinide Removal Process
BA	Budget Authority
BCP	Baseline Change Proposal
ben-val	Benefits Value Study
BLM	Bureau of Land Management
B&R	Budget and Resources
CAGE	Commercial and Government Entity
CAIRS	Computerized Accident/Incident Reporting System
CAIS	Condition Assessment Information System
CAN	Contract Administrative Notice
CAS	Cost Accounting Standards
CBL	Commercial Bills of Lading
CCR	Central Contractor Registration
CD	Compact Disk
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CIP	Compensation Increase Plan
CO	Contracting Officer
COR	Contracting Officer's Representative
CPAF	Cost Plus Award Fee
CPB	Contract Performance Baseline
CRADA	Cooperative Research and Development Agreement
CSA	Compliance Schedule Approvals
CSF	Canister Shipping Facility
CSRA	Central Savannah River Area
D&B	Dun and Bradstreet, Inc.
D&D	Decontaminate and Decommission
DART	Days Away, Restricted, or on Job Transfer
DCAA	Defense Contract Audit Agency
DDA	Deliquification, Dissolution, and Adjustment
DEAR	Department of Energy Acquisition Regulation
DNFSB	Defense Nuclear Facilities Safety Board
DoD	Department of Defense
DOE	Department of Energy



<b>Acronym</b>	<b>Definition</b>
DOL	Department of Labor
DSA	Documented Safety Analysis
DUNS	Data Universal Numbering System
DWPF	Defense Waste Processing Facility
EAC	Estimate at Completion
ECP	Employee Concerns Program
EEO	Equal Employment Opportunity
EFT	Electronic Funds Transfer
EM	Environmental Management
EPA	Environmental Protection Agency
EPRI	Electric Power Research Institute
ERISA	Employee Retirement Income Security Act of 1974
ES&H	Environment, Safety, and Health
ESP	Extended Sludge Processing
eSRS	Electronic Subcontract Reporting System
ETC	Estimate to Completion
ETF	Effluent Treatment Facility
FACs	Federal Acquisition Circulars
FACTS	Foreign Access Central Tracking System
FAR	Federal Acquisition Regulation
FDO	Fee Determination Official
FERC	Federal Energy Regulatory Commission
FESV	Failed Equipment Storage Vault
FFA	Federal Facilities Agreement
FIMS	Facility Information Management System
FOCI	Foreign Ownership, Control or Influence
FR	Facility Representative
FY	Fiscal Year
G&A	General and Administrative
GAO	Government Accountability Office
GFS/I	Government Furnished Services/Items
GPO	Government Printing Office
GRI	Gas Research Institute
GSA	General Services Administration
GWSB	Glass Waste Storage Building
HLW	High Level Waste
HTML	Hyper Text Markup Language
HUB	HUBZone small business
IG	Inspector General
IIPS	Interactive Industry Procurement System
IP	Internet Protocol

<b>Acronym</b>	<b>Definition</b>
IPABS	Integrated Planning, Accountability, and Budgeting System
IPv6	Internet Protocol Version
IRC	Internal Revenue Code
ISMS	Integrated Safety Management System
IT	Information Technology
LLC	Limited Liability Corporation
LPR	Legal Permanent Resident
LW	Liquid Waste
LWDPP	FY06-FY12 Liquid Waste Disposition Processing Plan
M&O	Management and Operating
MCU	Modular Caustic Side Solvent Extraction Unit
MEPP	Multiple Employer Pension Plan
MSDS	Material Safety Data Sheet
MT	Metric Tons
MTMC	Military Traffic Management Command
NAICS	North American Industry Classification System
NEPA	National Environmental Policy Act of 1969
NNSA	National Nuclear Security Administration
NRC	Nuclear Regulatory Commission
NTS	Non-Compliance Tracking System
OCI	Organizational Conflict of Interest
OMB	Office of Management and Budget
OODEP	Owners, Officers, Directors, and Executive Personnel
ORCA	Online Representations and Certifications Application
ORPS	Occurrence Reporting and Processing System
OSHA	Occupational Safety and Health Administration
PAAA	Price Anderson Amendments Act
PBS	Project Baseline Summary
PCBs	Polychlorinated Biphenyls
PDF	Portable Document Format
PDO	Primary Directives Office
PEP	Project Execution Plan
PEMP	Performance Evaluation and Measurement Plan
PM	Project Manager
PPIF	Past Performance Information Form
PRB	Post-Retirement Benefits
Pro-Net	Procurement Marketing and Access Network
R&D	Research and Development
RAP	Radiological Assistance Program
RCRA	Resource Conservation and Recovery Act
RFI	Representative of a Foreign Interest
RFP	Request for Proposal
RMP	Risk Management Plan
RV	Relative Value

<b>Acronym</b>	<b>Definition</b>
RW	DOE Office of Civilian Radioactive Waste Management
SAP	Special Access Program
SB	Small Business
SBA	Small Business Administration
SCDHEC	South Carolina Department of Health and Environmental Control
scf	Standard Cubic Feet
SCI	Sensitive Compartmented Information
SDB	Small Disadvantaged Business
SDF	Saltstone Disposal Facility
SFF	Saltstone Feed Facility
SPF	Saltstone Processing Facility
SDVOB	Service-Disabled/Veteran-Owned Small Business
SEB	Source Evaluation Board
SF	Standard Form
SNM	Spent Nuclear Material
SOW	Statement of Work
SR	Savannah River Operations Office
S/RID	Standards/Requirements Identification Document
SRNL	Savannah River National Laboratory
SRS	Savannah River Site
SRSO	Savannah River Site Office
SSO	Source Selection Official
SWPF	Salt Waste Processing Facility
TEC	Total Estimated Cost
TPC	Total Project Cost
TSR	Technical Safety Requirement
UCNI	Unclassified Controlled Nuclear Information
U.S.	United States
U.S.C.	United States Code
USPTO	United States Patent and Trademark Office
UST	Underground Storage Tank
USQ	Unreviewed Safety Question
WAPS	Waste Acceptance Product Specifications
WBS	Work Breakdown Structure
WFIS	Workforce Information System
WFO	Work for Others
WOSB	Women-Owned Small Business
WS&H	Worker Safety and Health

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX L - GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS&I)**

Scope	Requirement	GFS/I
<p>The Contractor shall support DOE EM by performing infrastructure support as described in Section C, SOW.</p>	<p>DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities</p>	<p>DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract:</p> <ul style="list-style-type: none"> <li>• Computerized Accident/Incident Reporting System (CAIRS)</li> <li>• Integrated Planning Accountability and Budget System (IPABS) Facility Information Management System (FIMS)</li> <li>• Non-Compliance Tracking System (NTS) database</li> <li>• Occurrence Reporting and Processing System (ORPS)</li> <li>• Foreign Access Central Tracking System (FACTS) database</li> <li>• Federal Telephone System Access</li> <li>• Condition Assessment Information System (CAIS)</li> <li>• Work Force Information System (WFIS)</li> </ul>
<p>The Contractor shall submit documentation, reports, etc., to DOE during performance of the activities in the SOW.</p>	<p>DOE shall provide comments and/or approval of documentation, reports, etc.</p>	<p>DOE will use its best efforts to provide comments and/or approval of documentation, reports, etc., in a timely manner Typical response times are shown below. If DOE cannot provide comments or approval within the typical response times, DOE will at a minimum provide status.</p> <ul style="list-style-type: none"> <li>• Project Baseline: 30 business days</li> <li>• Baseline Changes: 30 business days</li> <li>• Regulatory Submittals (with the exception of the RCRA Part B Permit Application): 30 business days</li> <li>• General Correspondence: 5 business days</li> <li>• Project Plans: 20 business days</li> <li>• Safety Basis Documents: 30 business days. These include: <ul style="list-style-type: none"> <li>▪ Documented Safety Analysis (DSA)</li> <li>▪ Preliminary DSA</li> <li>▪ Technical Safety Requirements</li> </ul> </li> </ul>

		<ul style="list-style-type: none"><li>▪ Safety Basis Change</li><li>▪ Annual Update to DSA</li><li>▪ Unreviewed Safety Question or Justification for Continued Operations</li><li>▪ Authorization Agreements</li><li>• Health and Safety Plan: 30 business days</li><li>• Annual Update to the Risk Management Plan per DOE 413.3A: 30 business days</li></ul>
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**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX M – DELIVERABLES**

**NOTE:** This is a listing of deliverables. Any deliverable that is required by any provision/clause of the contract that is not listed in Appendix M does not relieve the Contractor of the requirement to provide that deliverable.

<b>Item No.</b>	<b>Deliverable</b>	<b>Clause</b>	<b>Frequency</b>	<b>Approval</b>
1.	Liquid Waste System Plan	Section C – Statement of Work, General Contract End State Requirements and C.2.6 – Planning, Administrative and Business Services	October 1, 2009 and biannually thereafter, or as directed by the CO	CO
2.	Liquid Waste Disposition Processing Plan	Section C – Statement of Work, General Contract End State Requirements and C.2.6 – Planning, Administrative and Business Services	October 1, 2009 and annually thereafter, or as directed by the CO	CO
3.	Section 3116 Basis(es) and related performance assessments	Section C –Statement of Work, C.2.1 – Waste Determinations	As required	CO
4.	Worker Health and Safety Plan	10 CFR Part 851.	Sixty (60) days after contract award	CO
5.	New or Updated Facility Operating Permits	H.26 Permits, Applications, Licenses, And Other Regulatory Documents	As required	As applicable

6.	ISMS System Description Document	Section C – Statement of Work C.2.2 and Section I Clause DEAR 970.5223-1	Six (6) months after contract award	CO
<b>Item No.</b>	<b>Deliverable</b>	<b>Clause</b>	<b>Frequency</b>	<b>Approval</b>
7.	Safety Basis Documents	Section C.2.3 – Development and Maintenance of Safety Documentation	As required	CO
8.	Risk Management Plan	Section H, H.1- Programmatic Risks And Uncertainties	Six (6) months after contract award and shall be updated at least annually	CO
9.	Human Resources Compensation Plan	Section H, H.9 (a) Employee Compensation: Pay And Benefits	Thirty (30) days after contract award	CO
10.	Contractor Salary-Wage Increase Expenditure Report	Section H – Special Contract Requirements, H.9(d)(1) Employee Compensation: Pay And Benefits	Annually, no later than 10/30 of the current calendar year.	CO
11.	A list of the top five most highly compensated executives and their total cash compensation.	Section H, H.9(d)(2) Employee Compensation: Pay And Benefits	At the time of Contract award and at the time of any subsequent change to their total cash compensation	CO
12.	Report of Contractor Expenditures for Supplementary Compensation	Section H, H.9(d)(3) Employee Compensation: Pay And Benefits	Annually, no later than March 1 of the current calendar year.	CO
13.	Total Compensation System Performance Self-Assessment Report	Section H – Special Contract Requirements, H.9(d)(4)	Annually	CO

Item No.	Deliverable	Clause	Frequency	Approval
14.	Cash Compensation System Self-Assessment data	Employee Compensation: Pay And Benefits Section H.9(e)(4)(A)(i)	As Requested by CO	CO
15.	Major Compensation Program Design Change	Employee Compensation: Pay And Benefits Section H.9(e)(4)(A)(ii)	As Proposed by Contractor	CO
16.	Annual Compensation Increase Plan (CIP)	Employee Compensation: Pay And Benefits Section H.9(e)(4)(A)(iii) -	Annual	CO
17.	Individual Compensation Actions Under an Executive Incentive Compensation Plan	Employee Compensation: Pay And Benefits Section H.9(e)(4)(A)(iv)	As Required	CO
18.	Proposed Establishment of an Incentive Compensation Plan	Employee Compensation: Pay And Benefits Section H.9(e)(4)(A)(v)	As Proposed by Contractor	CO
19.	Individual Compensation Actions for the Top Five (5) Most Highly Compensated Employees	Section H.9(e)(4)(B)	As Required	CO
20.	An Employee Benefits Value Study (Ben-Val) for Incumbent and Non-Incumbent Employees	Employee Compensation: Pay And Benefits Section H , H.9(f)(3)(A) -	Every two years	CO
21.	An Employee Benefits Cost Study Comparison for Incumbent and Non-Incumbent Employees.	Employee Compensation: Pay And Benefits Section H, H.9(f)(3)(B)	Annually	CO



Item No.	Deliverable	Clause	Frequency	Approval
22.	Report of Contractor Expenditures for Supplementary Compensation	Section H, H.9(f)(7) Employee Compensation: Pay And Benefits	Annually but no later than March 1.	CO
23.	Copies of IRS forms 5300 and 5500	Section H H.9(g)(5)(A) (B) Employee Compensation: Pay And Benefits	Annually, within nine months of the last day of the current pension plan year.	CO
24.	Report of advance projection of GFS/I	Section H. H.12 Government Furnished Services and Items	Six (6) months after contract award and three (3) months prior to each fiscal year	CO
25.	Project Control System Description	Section H, H.14 (a) Project Control Systems And Reporting Requirements	Within sixty (60) days after contract award	CO
26.	Contract Performance Baseline	Section H, H.14 (b) Project Control Systems And Reporting Requirements	No later than 6 months after award	CO
27.	Project Baseline Summary (PBS) Status Reports	Section H, H.14 (c) Project Control Systems And Reporting Requirements	Quarterly	CO

Item No.	Deliverable	Clause	Frequency	Approval
28.	Project Performance Forecast	Section H, H.14 (b) Project Control Systems And Reporting Requirements	Annually, three (3) months prior to the end of the fiscal year	CO
29.	Project Performance Variance Justification	Section H, H.14 (c) Project Control Systems And Reporting Requirements	As Required	CO
30.	Estimate At Completion (EAC) Evaluation	Section H, H.14 (c) Project Control Systems And Reporting Requirements	Quarterly	Informational
31.	Legal Management Plan	Section H, H.27 Legal Management Plan and 10 CFR 719.	Within sixty (60) days after contract award	CO
32.	Transition plan and budget	Section H, H.39 (b) Transition Activities	Within 5 working days after award of the contract.	CO
33.	Final Report of Names of Incumbent Employees to be Hired	Section H, H.39 (c) Transition Activities	Within 60 days of contract award	Informational
34.	Employee Concerns Program Implementation Plan	Section H, H.43 Employee Concerns Program	90 days after contract award	CO
35.	Contract Close-Out Plan	F.7 Contract Close-Out	Six (6) months prior to the end of the contract	CO

Item No.	Deliverable	Clause	Frequency	Approval
36.	Internal Audit Implementation Design	Section H, H.49, Internal Audit	Submit upon contract award, the exercise of any contract option, or the extension of the contract	CO
37.	Annual Audit Plan	Section H, H.49, Internal Audit	Annually by June 30	CO
38.	Annual Audit Report	Section H, H.49, Internal Audit	Annually by January 31	CO

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

**SECTION J - LIST OF ATTACHMENTS**

**APPENDIX N - SR SERVICES & CONTRACT INTERFACE REQUIREMENTS MATRIX**

<b>SR SERVICES AND CONTRACT INTERFACES MATRIX</b>		
<p>The purpose of the Matrix is to identify services provided to the Liquid Waste (LW) contractor and those services to be provided by the Liquid Waste (LW) Contractor to other Savannah River (SR) contractors. DOE-SR completed due diligence in identifying all service and interface requirements. However, the Matrix may not be an all-inclusive listing. SR contractors retain the responsibility to reach agreement on interfaces and for the appropriate delivery of services. This Matrix will be updated from time to time as circumstances change. The LW Contractor shall support the SR Management and Operating (M&amp;O) Contractor in maintaining an Interface Management Plan (IMP) and its portion of the controlling agreements (i.e., MOAs/MOUs). The IMP is an interface management tool only and does not take precedence over the requirements identified herein.</p>		
<b>Section 1: Services Provided by LW Contractor</b>		
<b>Item</b>	<b>Activity</b>	<b>Interface Requirement &amp; Cost Allocation</b>
1	<b>Plan Development.</b> The LW Contractor develops an integrated waste feed delivery plan.	LW contractor receives input from and provides services to the SR M&O Contractor. Funded through LW Contractor, SR Contractor bears internal implementation costs.
2	<b>Proposed Plutonium Disposition.</b> The LW Contractor is responsible for and interfaces with other SR Contractors as defined in Section C.1.2.1 of the Statement of Work.	LW contractor receives material and input from and provides services to SR M&O Contractor. Funded through LW Contractor, SR M&O Contractor bears internal implementation costs.
3	<b>Waste Receipt.</b> The LW Contractor interfaces with other SR Contractors as defined in Section C.1.3.1 of the Statement of Work.	LW contractor receives waste and input from and provides services to the SR M&O Contractor(s). Funded through LW Contractor, SR M&O Contractor bears internal implementation costs.

**Section 2: Landlord and Site Services Provided to LW Contractor**

These services are to be provided to the Liquid Waste Contractor by the SR M&O Contractor, U.S. Forest Service, SR Small Business (SB) Contractor, DOE/NNSA and other SR contractors/entities.

Item	Activity	Interface Requirement & Cost Allocation
1	<b>Services and Infrastructure Forecasts.</b> The annual forecast of services and infrastructure is a projection of needed utilities, services, and infrastructure which includes the quantities and costs for each on an annual basis. SR M&O Contractor develops, maintains and updates a system that annually forecasts services and infrastructure requirements that includes the costs for services.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
2	<b>Savannah River Site (SRS) Interface Management Plan.</b> Defines the processes and agreements that ensure effective control of technical, administrative, and regulatory interfaces. The LW Contractor will collaborate with the SR M&O Contractor and provide input to the Plan.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
3	<b>Physical Security Systems (Government Property).</b> SR M&O Contractor to establish and maintain fences, locks, etc., at area perimeters except those areas maintained by the U.S. Forest Service.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
4	<b>Physical Security Systems. (Nuclear Material, Special Nuclear Material, and Classified Matter).</b> Physical Security under this activity is for accountable quantities of nuclear and classified materials, including performance testing, intrusion detection, entry/access control, explosive detection, locksmith services, and engineering and maintenance of the physical Security and access control systems. Each SR contractor develops, or assists in the development of facility asset protection requirements. Each SR contractor designs security system upgrades for its facilities with changing requirements and systems for new facilities. Each SR contractor provides locksmith support for installation, replacement, and maintenance of locks, keys, and access control systems for the protection of Government property and nuclear materials, including special nuclear materials, classified matter, etc. SR contractors provide information to SR M&O Contractor about Safeguard and Security (S&S) arrangements and/or	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.

	changes prior to new or changing operations commencing or configurations that might alter the performance of existing S&S system.	
5	<b>Information Security - Classified Matter Protection and Control (CMPC); Classification, Declassification and UCNI Program.</b> The CMPC Program establishes control and accountability requirements for classified matter, marking of classified matter, reproduction, receipt and transmission, and destruction; and, physical protection requirements for classified matter in storage that includes operation of the Classified Document Control Center and management of classified information in the records holding area. All SR contractors are responsible for maintaining an updated list of security containers, locations and custodians; and support investigation of any incidents of potential or actual compromise of classified information.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
6	<b>Personnel Security – Security Badging.</b> The SR M&O Contractor is responsible for the issuance and control of security badges, credentials and shields. Other responsibilities include the administration of the Plant Access Enrollment System, Foreign National Visits and Assignments, Classified and Unclassified Visits, Area and Facility access, Contraband Pass issuance, Vehicle Access Placard program and the SRS Signature Specimen book. Its responsibility includes access control, badging, visitor control, subcontractor badging and management of the Point of Entry process. SR M&O Contractor provides badging service for the SRS, which includes manufacture, issuance, destruction, control, and accountability for DOE Standard, SR Specific, Temporary, and Personal Identity Verification (if applicable) badges.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
7	<b>Personnel Security – Human Reliability Program (HRP).</b> The Human Reliability Program (HRP) on the SRS is designed to ensure that individuals who occupy positions affording access to certain material, nuclear explosive devices and programs meet the highest standards of reliability and physical and mental suitability. SR M&O Contractor administers the HRP program, including initial and refresher training.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
8	<b>Workplace Substance Abuse Programs (WSAP).</b> The WSAP is designed to maintain a workplace free from the use of illegal drugs, and is applicable to DOE contractors and their sub-contractors in testing-designated positions performing work at Sites owned or controlled by DOE under the authority of the Atomic Energy Act of 1954. SR M&O Contractor administers the WSAP and establishes the procedures for testing. SR M&O Contractor notifies the respective SR contractor of drug and alcohol testing results. SR contractors identify individuals in testing-designated positions and execute the program per the SR M&O	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.

	Contractor procedure.	
9	<b>Nuclear Material Controls and Accountability (MC&amp;A).</b> The MC&A Program provides control and accountability of nuclear materials within DOE. It is a centralized MC&A program for all accountable quantities of nuclear material on the SRS. SR M&O Contractor coordinates approval of all implementing policies with DOE. The LW contractor supports preparation and maintenance of a SRS-wide MC&A Plan, performance of occurrence investigation and reporting, and scheduling of periodic inventories.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
10	<b>Safeguard and Security (S&amp;S) Program Management – S&amp;S Awareness.</b> S&S Awareness Program is used to inform Federal and contractor employees, subcontractors, and visitors of the S&S responsibilities and to promote continuing awareness of good Security practices. S&S Awareness training will be provided for all federal and contractor employees, subcontractors, and visitors; and conducts security training for all permanently badged employees on an initial and annual frequency to maintain appropriate levels of awareness. SR contractors comply with the requirements of the SRS Security Awareness program.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
11	<b>S&amp;S Program Management.</b> S&S Program Management provides formal organized processes for planning, performing, assessing, and improving the secure conduct of work in accordance with risk-based protection strategies. SR M&O Contractor establishes, manages, integrates and executes the processes and services that comprise the S&S Program Management, such as Program Planning, and Administration; Site Safeguard and Security Plan. LW contractor coordinates and interfaces on S&S Program Management regarding S&S technical, cost, and schedule performance; supports the Site Safeguards and Security Plan development, etc. LW contractor manages its internal S&S Program Management activities.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
12	<b>Site Technical Training Services.</b> Site Technical Training Services provides training facility, curriculum, and training delivery services to Federal, contractor, and subcontractor employees in support of the SRS mission consistent with the DOE, local, state, and Federal workforce training requirements. SR M&O Contractor provides SRS workers training to support maintaining a qualified workforce and develops the Annual Training Needs Forecast and Plan. SR M&O Contractor provides specifically required standardized site training and common safety procedures/processes, such as, Radiation Worker Training, lockout/tag-out of hazardous energy, etc. LW Contractor provides training priorities, training needs, and input regarding standardized training programs.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs. Note: Contract specific training is the responsibility of each SRS contractor.

13	<p><b>Site Safety Standards.</b> Site Safety Standards are to be used by LW Contractor to ensure common processes for worker safety. The SR M&amp;O Contractor obtains concurrence from other SR Contractors in establishing common safety processes. The SR M&amp;O Contractor manages and administers SRS-wide safety activities/initiatives, such as, Annual SRS Safety Conference, SRS Worker Electrical Safety Board, as approved by DOE. The LW Contractor identifies and maintains common safety standards, develops internal implementing procedures, and participates in SRS safety activities/initiatives, where appropriate.</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
14	<p><b>Radiological Assistance Program (RAP).</b> RAP is managed by NNSA and provides first-responder radiological response capabilities 24/7 for the SRS and Region 3 (states of North Carolina, South Carolina, Florida, Georgia, and Alabama). SR M&amp;O Contractor maintains and implements a first-responder radiological assistance program that includes plans, procedures, resources and 24/7 response capabilities for Region 3 in support of the DOE Regional Response Coordinator. The LW Contractor provides qualified personnel, technical expertise, equipment, and support to the DOE Region 3 RAP to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE National Nuclear Security Administration (NNSA) and the U.S. Department of Homeland Security.</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
15	<p><b>Environmental Regulatory Management</b> (Site-wide permits, permit applications, and reports; Site-wide NEPA documents; Site-wide environmental reports). SR M&amp;O Contractor establishes SRS-wide processes to manage Site-wide environmental activities, including a Site-wide strategic approach to life-cycle environmental management; coordinating and integrating with the LW Contractor to generate and maintain Site-wide permits; permit applications; NEPA documents and reports; monitoring regulatory compliance status; and coordinates with DOE for all regulatory interactions. The LW Contractor provides required environmental information to support regulatory compliance and is responsible for compliance in areas under its cognizance. The LW Contractor provides required air and liquid effluents and near facility environmental monitoring; collects, compiles, and/or integrates air and liquid effluent monitoring data from operations and activities under its control. LW Contractor provides environmental data and operable units to support SRS assessments and preparation of the annual SRS Environmental Report. LW Contractor integrates its environmental permitting and regulatory compliance activities with the SRS-wide permitting and compliance framework. All regulatory interactions must be coordinated with DOE.</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
16	<p><b>Seismic Monitoring Services.</b> Seismic Monitoring Services are required to operate the SRS seismic network and provide report activities as needed. This</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O</p>



	information is utilized for operational facilities, to support new facility design and for emergency operations activities. SR M&O Contractor maintains seismic sensors and systems, monitors seismic activity and reports seismic activities on the SRS.	Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
17	<b>Meteorological and Climatological Services.</b> SR M&O Contractor maintains the SRS Meteorological Monitoring System, which includes 20 monitoring stations on the SRS and provides accurate and timely weather information that enable safe conduct of activities and emergency response. SR M&O Contractor provides all standard, weather-related information, and provides detailed around-the-clock, easily retrieved and understood, real time meteorological data. This includes forecasts, heat indices, and historical information.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
18	<b>Environmental Management System (EMS).</b> SR M&O Contractor maintains the SRS-wide EMS. SR M&O Contractor manages the SRS Environmental Evaluation Checklist program and database as part of the Site Use Planning process. LW Contractor provides appropriate environmental data to support the site selection process.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
19	<b>Environmental Monitoring Program.</b> Includes multimedia (soil, water, air) environmental monitoring to measure the concentration of radionuclides and chemicals in environmental media and assess the integrated effects of these materials on the environment and the public. SR M&O Contractor prepares the annual SRS Environmental Report and the SRS Environmental Surveillance Master Sampling Schedule; and aligns environmental surveillance with the needs of the environmental clean-up, restoration, and assessment activities at SRS.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
20	<b>Ecological Monitoring and Compliance.</b> All ecological monitoring and compliance activities required to meet ecological resource-related legal and regulatory requirements and mitigation documents. SR M&O Contractor, with technical support from the U.S. Forest Services, conducts required ecological assessments and surveys, habitat restorations, and surveys. The U.S. Forest Service provides habitat and endangered species information, as well as engineering support for mitigation activities.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
21	<b>Environmental Data Integration.</b> This activity provides for maintenance, configuration control, and upgrade of key SRS environmental assessment databases. The SR M&O Contractor serves as data base administrator, and is responsible for Site-wide reporting databases.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
22	<b>Cultural, Archeological, and Historic Resource Program.</b> It includes all SRS activities for protecting SRS cultural, archeological, and historic resources. The	LW contractor provides input to and receives services from the SR M&O

	program documents and addresses any real or potential Site-wide issues and their impacts; and assures compliance with associated laws, DOE directives, and legally-binding agreements. Savannah River Archeological Research Program conducts site evaluations for planned work. LW Contractor performs required reviews for its scope of work, and provides the SR M&O Contractor complete files of cultural and historic resource program work performed.	Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
23	<b>Groundwater Monitoring.</b> Implements SRS groundwater strategy and maintains and controls site-wide data and models used for groundwater/vadose zone analysis. LW Contractor supplies groundwater analysis requirements and reporting of risk assessment data and analysis. The LW Contractor provides data/information on self-performed drill and sample soil borings that yield additional vadose zone characterization data.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
24	<b>Well Drilling and Decommissioning.</b> This activity includes drilling and decommissioning of SRS wells. SR M&O Contractor coordinates with the LW Contractor during the installation and maintenance of wells for the groundwater monitoring well network as well as for decommissioning activities. LW Contractor supplies information and data.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
25	<b>Biological Controls Program.</b> Biological Controls Program is a service to control noxious weeds, other vegetation, and animal pests. The program controls vegetation, traps and removes nuisance animals, and eliminates insect infestations. In conjunction with the U.S. Forest Service, who is responsible for the SRS Natural Resources Management Plan, SR M&O Contractor provides a SRS-wide biological control program.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
26	<b>Portable Equipment Commodity Management.</b> The SR M&O Contractor maintains a ready-to-serve, centralized pool of portable equipment and manpower for the SRS. SR M&O Contractor coordinates the rental, repair and maintenance of portable equipment such as cranes, air compressors, generators, etc.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
27	<b>Facility Services.</b> Facility Services is a central maintenance function for non-radiological facilities, and includes facility painting, sign painting, carpentry, refrigerated equipment service, HVAC service and repair, insulation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, locksmith, movers, and equipment calibration.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
28	<b>Railroad Services.</b> SR M&O Contractor operates and maintains the rail system at the SRS. SR M&O Contractor determines requirements for future use on the SRS and coordinates with the LW Contractor. SR M&O Contractor coordinates with appropriate SR contractor prior to and during any on-site rail movements,	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears

	including placement of "flaggers" at necessary intersections, taking proper security actions, and making SRS notifications.	internal implementation costs.
29	<b>Roads &amp; Grounds.</b> Roads and Grounds consist of road maintenance, snow/ice removal, traffic management, and common grounds maintenance service for the SRS. SR M&O Contractor maintains primary and secondary SRS roadways, to include patching/paving, striping, and other services; perform maintenance of common grounds; and make recommendations to restrict access and make the appropriate notifications of restricted access or closure in the event that roads are unsafe for travel. SR M&O Contractor removes snow/ice at primary and secondary roads and at designated facilities, parking lots, and walkways. The U.S. Forest Service maintains all gravel/dirt roads.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
30	<b>Electrical Transmission, Distribution, &amp; Energy Management.</b> Electrical Transmission, Distribution, & Energy Management define the management of the high voltage electrical utility consisting of a system for providing power to the facilities on SRS. SR M&O Contractor supplies electrical power to SRS contractors. SR M&O Contractor coordinates with SR contractors to obtain the following: Energy cost and consumption data for the Energy Management Annual Report and the quarterly SR energy cost and consumption data entry to EMS4 database. LW Contractor protects the SRS systems against disruption and damage during performance of work and supports SRS utility operations, maintenance, and closure of a service where appropriate.	LW contractor provides input to and receives services from the SR M&O Contractor. LW Contractor bears internal implementation costs. LW Contractor's electrical consumption is a fee for service basis.
31	<b>Water Systems.</b> SR M&O Contractor operates and maintains the following site-wide water systems on SRS in accordance with all the applicable State and Federal codes and regulations: river water system, fire protection water system, domestic water systems, and bottled water production facility. Note: Water systems within LW facilities are the responsibility of the LW Contractor.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
32	<b>Sewer Systems.</b> SR M&O Contractor will operate the wastewater systems on SRS in accordance with all the applicable State and Federal codes and regulations. Note: Wastewater systems within LW facilities are the responsibility of the LW Contractor.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
33	<b>Land-Use Planning and Management.</b> Land-Use Planning and Management consists of land-use planning (for the SRS, in general and site use planning for specific parcels) and management. SR M&O Contractor performs management of real property at the SRS for DOE and coordinates the use of real property among SR contractors, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for all new	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.

	facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities; managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein. SR M&O Contractor administers the Site Selection and Excavation Permit processes. The LW contractor supports the land-use planning and management program.	
34	<b>Long-term Stewardship.</b> Long-term stewardship (LTS) includes all engineered and non-engineered institutional controls designed to contain or to prevent exposures to any potential residual contamination and waste, such as surveillance activities, record-keeping activities, inspections, groundwater monitoring, ongoing pump and treat activities, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs. SR M&O Contractor provides for integrated planning of LTS for the entirety of the SRS and interim execution of LTS for its portions of the Site. SR M&O Contractor conducts SRS-wide assessments of institutional controls.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
35	<b>Facility Information Management System (FIMS).</b> DOE uses FIMS as the database for real property which provides an inventory and management tool that assists with planning and managing real property assets. SR M&O Contractor manages FIMS and collects data from the LW Contractor to meet all mandatory reporting requirements. The LW contractor delivers FIMS data and input to the SR M&O Contractor for the LW facilities.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
36	<b>Property Systems/Acquisition &amp; Materials Management Program.</b> This program consists of Site-wide processes and procedures for centralized personal property management functions, such as recycling of precious metals and processing equipment that is no longer needed through the excess property system. SR M&O Contractor provides Site-wide Personal Property Systems and Materials Management Program for tracking of accountable personal property, management of the property management database, including providing Site-wide property management reports; central recycling; excess property dispositioning; and equipment transfers and loans. SR M&O Contractor manages the (on-site) "stores" inventory warehouses. SR M&O Contractor manages the supply chain, and evaluates Site-wide demand, usage trends, and programmatic requirements to act as lead in the reduction of existing line item site inventory to the lowest achievable levels, and administer the spare parts program for the SRS. The LW Contractor provides input including warehouse requirement needs and declares property no longer required.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.

37	<p><b>External Affairs.</b> SR M&amp;O Contractor coordinates site and public tours as directed by DOE which includes coordination, transportation, badging and security actions, access &amp; access control for these tours. SR M&amp;O Contractor provides guides/speakers, briefings, and brochures and maps (or other handouts) where appropriate, when the tour involves SR M&amp;O Contractor workscope. The LW contractor provides support to SR M&amp;O Contractor and/or DOE for Site and public tours, when the tour involves the LW Contractor's workscope.</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
38	<p><b>Courier Services.</b> Courier services for the SRS include delivery and pickup of miscellaneous items, such as calibrated instruments, medical samples, equipment to be repaired, and essential (time-sensitive, critical) documents. SR SB Contractor provides transportation of priority or time-sensitive documents, medical samples or supplies (e.g., serum, blood samples, medical records, etc.), calibrated instruments, new or used office machines to and from repair facilities, and pickup and shredding of classified documents.</p>	<p>LW contractor provides input to and receive services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.</p>
39	<p><b>Site Mail Services.</b> Mail Services for the SRS include delivery to major building/locations and relies on the serviced organization/company to further deliver mail to individuals within their respective organizations. SR M&amp;O Contractor provides for basic mail services, including pickup and delivery of interplant and U.S. Postal mail to customers unless otherwise requested. The work scope includes the pickup, routing and delivery of interplant mail (i.e., mail that does not leave the SRS). SR M&amp;O Contractor distributes and picks up mail at defined locations in the SR contractor's facilities.</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
40	<p><b>Site Forms Management.</b> Site Forms Management consists of a centralized and configuration-controlled forms management program that applies consistent design and utilizes the use of electronic forms in gathering of electronic record information to electronic records systems. SR M&amp;O Contractor administers the SRS forms management system and process, and designs electronic forms for interactive use, as well as, conventional hard copy forms. SR M&amp;O Contractor develops/designs/revises electronic and hard copy forms, eliminates obsolete or duplicate forms, maintains site forms and historical records, and maintains the system for centralized configuration management of site electronic and conventional hard copy forms.</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
41	<p><b>Records Management.</b> This work addresses all records originated or held by SR contractors as directed by DOE. This includes records in all media, including electronic systems, databases, spreadsheets, photo/negatives, hard copy paper, and all other formats and media. The LW Contractor complies with record schedules, turnovers, retention and disposition, records, and repository</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>

	requirements for their work.	
42	<b>Long-Term Records Storage.</b> Long-Term Records Storage provides for physical storage of many thousands of records in various hard copy medium (paper, photographs, video, tapes, etc.). SR M&O Contractor provides long-term physical storage for paper and other hard copy media records and maintains information systems to manage that collection. The LW Contractor meets the requirements of the Long-Term Records Storage Program as administered by the SR M&O Contractor to include providing inactive records to the SR M&O Contractor for storage.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
43	<b>Major Collection Management.</b> Major Collection Management provides continued maintenance of significant collections of records. Examples of major collections include engineering drawings, photographs/negatives, videotapes, etc. SR M&O Contractor ensures that records in identified collections are indexed, authenticated, metadata complete, and are accessible to those that have a business requirement. The LW Contractor meets the requirements of Major Collection Management as administered by the SR M&O Contractor.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
44	<b>Waste Forecast and Tracking System - Waste Information Tracking System (WITS) and Solid Waste Integrated Forecasting Tool (SWIFT).</b> Waste forecast system identifies future quantities of hazardous, radioactive, and sanitary waste generation for the SRS and from off-site generators, and tracks the waste through disposal. SR M&O Contractor operates and maintains WITS and SWIFT. The LW Contractor provides waste generation data and forecast.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
45	<b>Low Level Waste (LLW), Mixed Low Level Waste (MLLW), Hazardous Waste (HW), and Sanitary Waste Treatment, Storage, and Disposal.</b> SR M&O Contractor performs treatment, storage, and disposal of LLW, MLLW, HW, and Sanitary Waste. The LW Contractor characterizes, packages, interim stores and prepares waste for transport to SR M&O Contractor. SR M&O Contractor is responsible for transport of waste from waste generator facility.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
46	<b>Transuranic (TRU) and Transuranic Mixed Waste (TRUM) Packaging and Transportation.</b> This activity provides for Transuranic (TRU) and Transuranic Mixed Waste (TRUM) certification and loading waste for shipment to the Waste Isolation Pilot Plant (WIPP). SR M&O Contractor receives waste from contractors, provides interim storage if required, certifies waste for shipment, prepares payloads, and loads waste for shipment to WIPP. The LW Contractor conducts characterization, packages and prepares waste for transport to SR M&O Contractor. SR M&O Contractor is responsible for transport of waste from waste generator facility.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.

47	<b>Sources and Standards Collection, Storage, Packaging, and Transportation.</b> Sources and Standards are collected, stored, packaged and transported to an appropriate disposition site. SR M&O Contractor receives stores, re-packages as necessary, and transports standards. The LW contractor packages standards and prepares for transport to SR M&O Contractor. SR M&O Contractor is responsible for transport of waste from waste generator facility.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
48	<b>Analytical Integrated Planning.</b> Analytical Integrated Planning provides integrated Site-wide analysis plans, data quality objectives, and process and analytical technology support. SR Contractor interfaces with the SRS laboratories to develop sample analysis rates and waste generation estimates. The LW contractor uses integrated planning products to plan sample analysis expenditures. The LW contractors provide input to support sample analysis planning.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
49	<b>Research, Development, and Demonstration.</b> The SR M&O Contractor operates the Savannah River National Laboratory (SRNL). Other SR Contractors are encouraged to utilize the scientific and technical capabilities available from SRNL to maximize the benefit to SRS from the National Laboratory research and development program. The SR M&O Contractor will conduct research, studies, and technology development to address the needs of SRS contractors, other DOE sites, and external entities. This is an optional service available to the LW Contractor.	LW contractor identifies requirements and receives services from the SR M&O Contractor. Services are funded by the LW Contractor.
50	<b>Analytical Services.</b> The SR M&O Contractor performs a variety of analyses, including, chemical, radiological, metallurgical, etc.. These analyses are performed at the Radiological Monitoring and Bioassay Laboratory (RMBL), SRNL, and/or the Central Laboratory. This is an optional service available to the LW Contractor.	LW contractor identifies requirements and receives services from the SR M&O Contractor. Services are funded by the LW Contractor.
51	<b>Dosimetry Services.</b> SR Contractor provides for dosimetry services using DOE Laboratory Accreditation Program accredited external dosimetry processing capabilities for the on-site processing of routine and special dosimeters. RMBL provides dosimetry service, including processing capabilities for personnel, environmental, and nuclear accident dosimeters. Other processing includes nuclear accident dosimeters, analysis of biological samples, and assessment of personnel dose in the event of a nuclear criticality.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
52	<b>Janitorial Service.</b> SR M&O Contractor provides janitorial services for the buildings located on the SRS.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor,



53	<b>Laundry (commercial and contaminated) Service.</b> SR M&O Contractor provides for commercial laundry and decontamination services for government-owned protective clothing, non-regulated items, and regulated face pieces. This service includes periodic batch pick-up and drop-off at site locations.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
54	<b>Steam Services.</b> The SR M&O Contractor manages the steam distribution system which consists of both intra-area and inter-area systems. Intra-area steam is produced in an Area and is distributed throughout that Area. Inter-area steam is produced in one Area and transferred to another Area of the site for use. Steam is generated in the A-Area Powerhouse, K-Area Package Boilers, and the D-Area Powerhouse. The LW Contractor operates and maintains the steam systems within the LW area and facilities.	LW contractor provides input to and receives services from the SR M&O Contractor. LW Contractor bears internal implementation costs. LW Contractor's steam consumption is a fee for service basis.
55	<b>Protective Forces.</b> Protective Forces provides Security for facilities possessing critical Safeguards and Security interests (e.g., special nuclear material). Coverage is provided 24/7 via the Security Patrol.	LW contractor provides input to and receives services from the SR Contractor. Funded through SR Contractor, LW Contractor bears internal implementation costs.
56	<b>Fleet Services.</b> Fleet Services administers and manages a fleet of motorized vehicles including sedans, buses, ambulances, tractors, flatbeds, dump trucks, tool vans, utility maintenance vans, cab and chassis, trailers, wreckers, and fuel tankers. SR SB Contractor provides management and coordination, statistical usage tracking, and reporting on GSA-leased vehicles and DOE-owned vehicles/equipment; performs vehicle repair and modification services as required; and performs record-keeping, vehicle assignment, ensuring vehicle utilization, and excess/disposal of fleet vehicles and parts. The LW Contractor requests services and provides reporting input as required.	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.
57	<b>Strategic Planning &amp; Program Management - Information Technology.</b> Strategic Planning & Program Management assesses the current technology infrastructure, systems, applications, and business practices and provides recommendations for improving the scalability and reducing the life-costs over the current approach. The LW Contractor provides input to the Computing, Telecommunications, and Content (Records) Management Strategic Plan.	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.
58	<b>Telephone Services.</b> Telephone Services function consists of the SRS Telephone Exchange activities that encompass voice, data, special circuits, 911 support, and attendant/operator services to SRS programs, projects, and support organizations. SR SB Contractor provides and maintains telecommunications capability and capacity sufficient to meet the needs of the SRS, encompassing	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.



	those systems required to maintain data transmissions, including local, state, national, and international subscribers; data and network circuits; off premise stations; telephone service to offsite offices occupied by SRS end-users; alerting and crash alarm systems; and other miscellaneous voice and data circuits.	
59	<b>Pager Services.</b> Pager Services provides the electronic network and devices for SRS paging. SR SB Contractor provides maintenance, operations and account administration of the Government-owned SRS pager infrastructure and commercial pager services, including site, regional and national paging services. SR SB Contractor provides system designs, integration, maintenance, frequency management, associated engineering services, and support to manage regional, international, and nonstandard inventory for pager replacement parts.	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.
60	<b>Radio Services.</b> SR SB Contractor provides engineering, maintenance and operations of radio communication services, including two-way, fire dispatch, safety and emergency preparedness, Security systems and infrastructure. The SR SB Contractor manages radio spectrum licensing and design, engineering integration, operations and maintenance, installation, upgrade and required system calibration services. It maintains registration of radio frequencies with the National Telecommunications and Information Administration. Radio Services provide radio communication infrastructure and licensing.	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.
61	<b>Network Services.</b> Network Services consist of the SRS Local Area Network (LAN) information infrastructure used by DOE-SR, NNSA and SR contractors for intranet and internet services. SR SB Contractor operates and maintains the LAN information/communication infrastructure including Application Hosting Services, Internet Support, Maintenance and Software License Management, Technology Support for Hardware and Software, network management and maintenance, desktop/user services, hardware maintenance, work station acquisition, redeployment and retirement, engineering and configuration, software distribution, and streaming video engineering services.	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.
62	<b>Information Systems.</b> Information Systems provide integrated business, technical, and project information systems including management and performance of steady state operations, maintenance, development and enhancements for SRS data systems, and support to project and business functions. SR SB Contractor provides database management, LAN infrastructure maintenance, video-teleconferencing support services, software and systems engineering, system development, systems operations and maintenance, software testing, software configuration management, and application hosting services.	LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.

63	<p><b>Occupational Medicine.</b> SR M&amp;O Contractor provides occupational health services through health risk management and medical services to personnel at SRS. SR SB Contractor has the lead to coordinate with other SR contractors to identify and analyze the hazards that SRS personnel face in the work environment and bring an awareness of health and safety issues to SRS employees. SRS Medical Department provides the following types of services: thorough medical history, bloodwork, urinalysis, vision testing, electrocardiogram, pulmonary function testing, Audiometry (hearing test), and physical examination.</p>	<p>LW contractor provides input to and receives services from the SR SB Contractor. Funded through SR SB Contractor, LW Contractor bears internal implementation costs.</p>
64	<p><b>Cyber Security – (Classified and Unclassified Cyber Security).</b> Classified/Unclassified Cyber Security Program consists of identification and protection of classified, unclassified and sensitive information generated, processed and stored for the SRS. SR SB Contractor provides a Classified Information Systems Security Officer; develops the SRS Master Classified Information Systems Security Plan; ensures all classified systems are certified and accredited; and implements the classified cyber Security training program. The LW contractor manages and executes cyber security responsibilities for its programs, consistent with DOE requirements and the SR SB Contractor's centralized program.</p>	<p>LW contractor provides input to and receive services from the SR Contractor(s). Funded through SR Contractor, LW Contractor bears internal implementation costs.</p>
65	<p><b>Fire &amp; Emergency Response Services.</b> SR M&amp;O Contractor provides fire prevention, fire suppression, fire investigations; emergency rescue; emergency medical service and patient transport; incident command; and hazardous material and chemical/biological/radiological emergency response for the SRS. The LW Contractor provides LW facility access to fire services personnel, and notifies the Fire Department of work activities, events, incidents, etc., that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help).</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
66	<p><b>Fire &amp; Emergency Response Services.</b> Fire Protection System Inspection, Testing, and Maintenance are provided by SR M&amp;O Contractor</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>
67	<p><b>Emergency Operations.</b> Emergency Operations consists of the SRS-wide Emergency Preparedness program, which includes operation of the Emergency Operations Center (EOC), hazard surveys and hazard assessments, training of EOC staff, SRS-wide emergency exercises, and facility-specific plans and procedures for emergency preparedness development, training, drills and assessments. The LW Contractor develops, maintains, and executes an</p>	<p>LW contractor provides input to and receives services from the SR M&amp;O Contractor. Funded through SR M&amp;O Contractor, LW Contractor bears internal implementation costs.</p>

	Emergency Management Program as described in SRS Emergency Management Plan for LW facilities and waste sites under its control.	
68	<b>Emergency Operations (Event Reporting; and Occurrence Notification Center).</b> SR M&O Contractor will maintain and operate a Savannah River Site Operations Center (SRSOC). The LW contractor reports environmental, safety, and health events and related information directly to DOE and the SRSOC.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.
69	<b>Geotechnical Program.</b> This includes all site geotechnical activities, and associated analysis and engineering. SR M&O Contractor is responsible for this program.	LW contractor provides input to and receives services from the SR M&O Contractor. Funded through SR M&O Contractor, LW Contractor bears internal implementation costs.