

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) IDAHO TREATMENT GROUP LLC Jim Simonds 850 ENERGY DRIVE, SUITE 200 IDAHO FALLS ID 834011503		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 829228753 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001467	
		10B. DATED (SEE ITEM 13) 05/27/2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 26-4033556

DUNS Number: 829228753

This Modification No. 018 provides complete, revised contract Sections B, H, I, J-Attachment B, and J-Attachment C. The Contractor agrees there are no additional costs to implement these changes. The details of this modification are as follows:

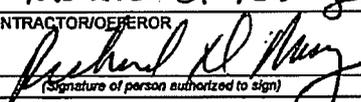
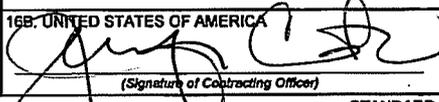
1. Section B.4(b) is revised as follows:

(b) Waste Disposition Incentive for the remaining estimated 5,300m3.

Available Fee: \$8,659,513 (\$1,633.87/m3).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard D. Raaz		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 08/07/12	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/7/12

NAME OF OFFEROR OR CONTRACTOR
IDAHO TREATMENT GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Section B.6 is revised to read as follows:</p> <p>Total funds in the amount of \$ 102,021,113.76 [through Modification No. 017, dated July 20, 2012] are obligated herewith and made available for payment of allowable costs and fee from the effective date of the contract through September 30, 2015, subject to Federal Acquisition Regulation (FAR) Clause 52.232-22 Limitation of Funds.</p> <p>3. Section H.1(c)(1) is revised to include the following sentence:</p> <p>An electronic copy of the monthly status reports shall be submitted to the Office of Environmental Management (EM) by email to ContractorsMPR@hq.doe.gov.</p> <p>4. Section H.20(e)(4) is added as follows:</p> <p>Individual compensation actions for the top contractor official (i.e., President/Project Manager or equivalent) and key personnel not included in the Compensation Increase Plan (CIP)) must be approved by the Contracting Officer for cost allowability determinations. For those key personnel included in the CIP, DOE will approve salaries in accordance with guidance provided in Acquisition Letter AL 2007-02, upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements that are funded by DOE. This access is provided for transparency.</p> <p>The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (i.e., President/Project Manager or equivalent) and key personnel as indicated above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
IDAHO TREATMENT GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5. Section I is deleted in its entirety and replaced with the updated Section I attached.</p> <p>6. Section J, Attachment B - LIST OF APPLICABLE DIRECTIVES (LIST B) is revised as follows:</p> <p>DOE Directives Added to List B</p> <p>DOE O 144.1 Chg 1 Department of Energy American Indian Tribal Government Interactions and Policy, dated 11/9/2009</p> <p>DOE O 210.2A DOE Corporate Operating Experience Program, dated 4/8/2011</p> <p>DOE O 226.1B Implementation of DOE Oversight Policy, dated 4/25/2011</p> <p>DOE O 227.1 Independent Oversight Program, dated 8/30/2011</p> <p>DOE O 232.2 Occurrence Reporting and Processing of Operations Information, dated 8/30/2011</p> <p>DOE O 414.1D Quality Assurance, dated 4/25/2011</p> <p>DOE O 430.1B Chg 2 Real Property Asset Management, dated 4/25/2011</p> <p>DOE O 458.1 Chg 2 Radiation Protection of the Public and the Environment, dated 6/6/2011</p> <p>DOE O 470.4B Safeguards and Security Program, dated 7/21/2011</p> <p>DOE O 471.3 Chg 1 Identifying and Protecting Official Use Only Information, dated 1/13/2011</p> <p>DOE M 471.3-1 Chg 1 Manual for Identifying and Protecting Official Use Only Information, dated 1/13/2011</p> <p>DOE O 471.6 Information Security, dated 1/20/2011</p> <p>DOE O 472.2 Personnel Security, dated 7/27/2011</p> <p>DOE Directives Removed from List B</p> <p>DOE O 110.3A Conference Management, cancelled by DOE N 251.97</p> <p>DOE O 144.1 Department of Energy American Indian Tribal Government Interactions and Policy</p> <p>DOE O 210.2 DOE Corporate Operating Experience Program</p> <p>DOE O 226.1A Implementation of DOE Oversight Policy</p> <p>DOE P 226.1A DOE Oversight Policy</p> <p>DOE O 470.2B Independent Oversight and Performance Assurance Program</p> <p>DOE M 231.1-2 Occurrence Reporting and Processing of Operations Information</p> <p>DOE O 414.1C Quality Assurance</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001467/018

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NAME OF OFFEROR OR CONTRACTOR
IDAHO TREATMENT GROUP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DOE O 430.1B Chg 1 Real Property Asset Management</p> <p>DOE O 5400.5 Chg 2 Radiation Protection of the Public and the Environment</p> <p>DOE M 470.4-1 Chg 2 Safeguards and Security Program Planning and Management</p> <p>DOE O 471.1B Identification and Protection of Unclassified Controlled Nuclear Information</p> <p>DOE O 471.3 Identifying and Protecting Official Use Only Information</p> <p>DOE M 471.3-1 Manual for Identifying and Protecting Official Use Only Information</p> <p>DOE M 470.4-4A Chg 1 Information Security Manual</p> <p>DOE M 470.4-5 Personnel Security</p> <p>DOE O 1450.4 Consensual Listening In To or Recording Telephone/Radio Conversations, cancelled by DOE N 251.107</p> <p>7. Section J, Attachment C - DELIVERABLES/MILESTONES, No. 5 is revised to read as follows:</p> <p>The Contractor shall submit monthly status reports on the total project in a format approved by the Contracting Officer, including an electronic copy submitted to ContractorsMPR@hq.doe.gov</p> <p>All other contract terms and conditions remain unchanged.</p> <p>Period of Performance: 05/27/2011 to 09/30/2015</p>				

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT - ITEMS BEING ACQUIRED

This is a cost-plus-award-fee (CPAF) contract that includes performance incentives. The Contractor shall be responsible for planning, managing, integrating, and executing the work described in Section C, Statement of Work (SOW). The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except for the Government-furnished facilities and equipment listed in Exhibit C.2 and in Section J, Attachment H) and otherwise do all things necessary for performing in a safe, efficient, and effective manner.

B.2 CONTRACT FUNDING

Funds obligated to the contract are available until expended (i.e., uncosted funds carry forward to subsequent years). It is anticipated that contract funding will be incrementally provided.

Pre-Contract Accrued Employee Leave – Funding in the amount of \$2,721,113.76 is provided as non-contract costs for previous M&O employee earned but unpaid vacation balances prior to the contract start date. The contractor is authorized to invoice the Department of Energy only when the employee accrued vacation balance in the accounting records is below the original stated value of \$2,721,113.76, less any invoiced amounts. The contractor shall submit a separate invoice for payment of this vacation balance usage and follow the same submittal schedule (and terms) as identified in G.6.

B.3 TOTAL ESTIMATED COST AND FEE

- (a) The Estimated Cost is \$384,819,073 (excluding transition costs and fee).
- (b) The Transition Cost is \$1,932,268.
- (c) The Maximum Fee is \$28,946,911 (Maximum Fee cannot exceed 10% of the Estimated Cost). There is no fee for transition.
- (d) The Total Estimated Cost (including transition cost) and Fee is \$415,698,252.

B.4 PERFORMANCE INCENTIVES

Waste Disposition Incentive

To earn this fee as provided below, the Contractor shall complete waste disposition in accordance with Section C.4. However, this fee will not be paid for any wastes addressed in Sections C.3.3, C.11, and ICP waste activities in C.4.2 and C.4.5.

- (a) Waste Disposition Incentive for the first 21,300 cubic meters (m³). This includes AMWTP stored waste and 100m³ (C.3.4) of TRU waste from other DOE sites and INL tenants.

Available Fee: \$20,287,398 (\$952.46/m³) (not to exceed 70% of the total fee in B.3(c))

- (b) Waste Disposition Incentive for the remaining estimated 5,300m³.

Available Fee: \$8,659,513 (\$1,633.87/m³).

Fee for the last 5,300m³ may be earned only after disposition of the first 21,300m³ in B.4(a).

This portion of the fee is based on the assumption that there will be no more than 5,300m³ of waste remaining once the first 21,300m³ has been dispositioned. In the event that the Government determines that the quantity of waste remaining is either more or less than 5,300m³, the CO may reallocate the balance of the available fee on a pro rata share based on the revised quantity of waste. During the final fee determination, the CO shall reallocate fee on a pro rata share based on the revised quantity of waste.

Differences of less than or equal to +/- 10% of the total estimated 26,500m³ of Advanced Mixed Waste Treatment Project (AMWTP) stored* waste (excludes offsite waste) will not constitute a basis for a change to the contract.

- (c) Waste Disposition is defined as:

- Transuranic (TRU) waste (AMWTP stored* waste and offsite waste, see Section C.3.4) that has been processed, such that it is certified for disposal (see Section C.4) in the Waste Isolation Pilot Plant (WIPP) Waste Information System (WWIS), and has been transported beyond the boundary of the state of Idaho in accordance with the Idaho Settlement Agreement; and
- Mixed Low-Level Waste (MLLW) (AMWTP stored* waste) that has been characterized, packaged, and certified to meet the applicable treatment and/or disposal facilities' waste acceptance criteria, has been transported beyond the boundary of the state of Idaho in accordance with the Idaho Settlement

Agreement, and has been accepted by the appropriate treatment/disposal facility.

*AMWTP stored waste is waste stored in a retrievable, above ground configuration and identified by the Department of Energy (DOE) as part of the original 65,000m³ of Historically Managed Stored TRU Waste.

- (d) Waste Disposition incentive fee is paid on a per m³ basis, and the Contractor shall submit requests for payment of fee for waste dispositioned in increments of not less than 1,000m³. Only the volume of the original waste container (prior to overpacking, compaction, etc.) will be considered for the volume of waste disposed. Shipment of waste to WIPP that was certified prior to the beginning of the contract period is not eligible for earning fee.
- (e) However, fee is provisional and may be withheld by the Government to the extent the Contractor's performance is inadequate in the following areas: (1) safety performance; (2) quality performance; (3) earned value performance; (4) WIPP baseline shipping schedule performance; (5) shipment of adequate quantities of the Idaho Cleanup Project (ICP) waste exhumed from the Subsurface Disposal Area; (6) facility maintenance obligations; (7) investment in reliability improvements; and (8) sustained progress on disposition of waste that cannot be shipped to WIPP. Only the volume of the original waste container (prior to overpacking or treatment) will be considered for the volume of waste disposed.
- (f) Further, provisional fee paid to-date, as adjusted by B.4(e) or conditional payment of fee provisions (Section I.115, DEAR 952.223-76), will become earned fee upon completing certification of every 7,000m³ of waste (i.e., 7,000m³, 14,000m³, 21,000m³, etc.). The Government will not pay interest on provisional fee that becomes earned fee under this subparagraph.
- (g) If the total allowable cost exceeds the estimated cost at the end of the contract period, whether or not the Waste Disposition incentive is completed, fee may be decreased as determined by the Contracting Officer.
- (h) If the provisional fee payments made during the period of the contract are greater than the overall fee that is calculated by the Contracting Officer in the final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than that earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made.
- (i) Fee Limitation

No base fee will be paid under this contract. There is a single fee pool under this contract. Allowability of subcontractor fee is as follows:

- (1) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, the team shall share in the

Maximum Fee [Section B.3(c)]. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.

- (2) The subcontractor fee restriction in paragraph B.4(i)(1) does not apply to members of the Contractor's team that are: (i) small business(es); (ii) Protégé firms as part of an approved Mentor-Protégé relationship under Section I.113 DOE Mentor-Protégé Program; (iii) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract; or (iv) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.

B.5 ITEMS NOT INCLUDED IN ESTIMATED COST

The Government reserves the right to require the contractor to perform additional work scope defined in Section C.11, Processing TRU Waste from Other INL Tenants or Other DOE Sites. If additional funding is made available, DOE may add this work scope to be completed by September 30, 2015. The additional work to be performed, the estimated costs, and the associated fee will be negotiated and the contract will be modified prior to the Contractor commencing any such work. Fee earned as a result of completion of additional work scope is not currently included in the maximum fee specified in B.3(c) above.

B.6 OBLIGATION OF FUNDS

Total funds in the amount of \$ 102,021,113.76 [through Modification No. 017, dated July 20, 2012] are obligated herewith and made available for payment of allowable costs and fee from the effective date of the contract through September 30, 2015, subject to Federal Acquisition Regulation (FAR) Clause 52.232-22 Limitation of Funds.

B.7 MATERIAL DIFFERENCES

At contract takeover, the Contractor shall identify any material differences in the actual contract conditions compared to the projected status established in the Request for Proposal (RFP), and shall notify the Contracting Officer of such differences within 60 days after contract takeover. Untimely submissions will not be considered. The DOE will independently evaluate this status. The Contractor and/or DOE evaluations of Material Differences may result in changes to the Statement of Work and a Request for Equitable Adjustment that would increase or decrease the Estimated Cost and available fee.

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SPECIAL CONTRACT REQUIREMENTS
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PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

(a) Project Control System

- (1) The Contractor shall establish, maintain, and use a project control system that accurately reflects the project status relative to cost and schedule performance, including implementation of a certified (in accordance with DOE Order 413.3A) Earned Value Management System that is compliant with the current version (at time of contract award) of the American National Standards Institute/Electronic Industries Alliance (ANSI/EIA)-748 Standard. The Earned Value Management System shall also be validated by the Office of Engineering and Construction Management within one year after the date of contract takeover under Section F.3(b) of this contract. The project control system shall also provide configuration control of changes to the baseline. This system shall be fully integrated with the financial and cost accounting systems to ensure consistent cost reporting. The Contractor shall maintain a project control system in accordance with the following requirements:
 - (i) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, dated July 28, 2006
 - (ii) DOE Guide 430.1-1, Cost Estimating Guide, dated March 28, 1997
- (2) The Contractor shall submit to the Contracting Officer a Project Execution Plan (PEP) that includes a detailed written description of the proposed project control system for approval within 60 days after the date of contract takeover under Section F.3(b) of this contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.

The existing project control system shall be used until such time as a replacement system is approved. The Contractor shall evaluate the usefulness and cost effectiveness of the existing system and its relationship to the other site contractor information systems. The evaluation shall also identify any enhancements or modifications that are necessary to bring the existing system into compliance with the requirements of the contract. However, under any circumstances, the Contractor shall have a fully operational project control system ready for

DOE approval within one year of the date of contract takeover under Section F.3(b) of this contract.

The Contractor shall employ charging practices, policies, and procedures to collect and report forecasted and incurred costs. Any proposed changes to the work breakdown structure, chart of accounts, charging practices and policies shall be approved by the Contracting Officer prior to implementation. Changes to charging practices, including cost accounting changes or any other change affecting historical records of projects shall be in accordance with clauses I.64 and I.65 of this contract.

(b) Baseline Development and Cost Collection

- (1) As part of the PEP, the Contractor shall develop and submit an AMWTP contract baseline consistent with the terms and conditions of this contract. The baseline shall be developed in accordance with DOE Order 413.3A and include the entire life-cycle baseline with a detailed development of the cost, scope, and schedule for the scope identified in the Statement of Work (SOW). The detailed baseline must match the SOW in Section C, the Estimated Cost and available fee in Section B.3, and must not exceed the project-to-date obligated funding. The baseline shall undergo an external independent review and receive DOE validation within one year of the date of contract takeover under Section F.3(b) of this contract. The PEP shall include the annual estimated costs for facility maintenance and reliability improvements and a project risk mitigation plan. The Work Breakdown Structure (WBS) for the work scope shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract.
- (2) Cost estimates shall be integrated with the WBS and estimating methodologies used shall be consistent with DOE Order 413.3A. Costs shall be discernable by the Standard Accounting and Reporting System (STARS) Program and Local Use numbers (as assigned by DOE), direct costs, indirect costs (by pool), and fee. Cost estimates for executive compensation shall be consistent with the Contractor's bid proposal. Cost estimates that are part of the contract baseline, when combined with an appropriate, calculated Management Reserve (minimum 5% annually), shall not exceed the Estimated Cost. The project control system must maintain capability to provide and track to Total Project Cost (TPC), Estimate-to-Complete (ETC), and Estimate-at-Completion (EAC).
- (3) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule

shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a minimum at least one level below the total project to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the total project level.

- (4) 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 estimated cost and fee.
- (5) Any Contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Section H.1(d).
- (6) Prior to the release of funds for each fiscal year, DOE will analyze the baseline for that fiscal year. As budget information becomes available, 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. By September 15 of each Fiscal Year (FY), the Contractor shall prepare a project performance forecast (Annual Operating Plan) for all upcoming fiscal years from the approved project baseline. The Contractor shall submit the Annual Operating Plan (AOP) for approval by the Contracting Officer that identifies the differences to the work activities described in the Project Baseline for that specific year.
- (7) The Contractor shall provide cost and schedule variance analysis explaining differences between planned and actual performance against the total project baseline and the Estimated Cost. Performance analysis techniques shall be commercially accepted and documented, shall utilize earned-value methods, and shall be reported to DOE at two levels below the total project level. Performance measures (i.e., quantities), e.g., EM Corporate Performance Measures (Section J, Attachment I), are required for all technical work scope unless otherwise approved by the Contracting Officer. For variances greater than $\pm 10\%$, the analysis shall detail the causes for variances and corrective actions required.
- (8) The Contractor shall evaluate the EAC factoring in cost and schedule variances for the project on a quarterly basis to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk. The results of the evaluation along with a corrective action plan, if needed, shall be transmitted to the Contracting Officer by the 15th day of the month following the end of the quarter. The Contractor shall seek innovative approaches and efficiencies to ensure EAC recovery and report on these efforts in the monthly report.

- (9) All actual direct costs incurred in the performance of work shall be recorded on a timely basis. 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 appropriately allocated per the approved Contractor Cost Accounting Standard Disclosure Statement.
- (10) Costs shall be collected at a charge number level and be able to be summed through the WBS, and by fund source (Project Baseline Summary and local use number). Mischarges on time cards or other administrative or accounting errors shall be detected and corrected in a timely manner.

(c) Project Reporting

- (1) The Contractor shall submit monthly status reports on the total project in a format approved by the Contracting Officer by the 10th day of the following month. An electronic copy of the monthly status reports shall be submitted to the Office of Environmental Management (EM) by email to ContractorsMPR@hq.doe.gov. The status report shall include earned value data in the five (5) Office of Management and Budget Contract Performance Report Formats (DID-MGMT-81466):
 - (i) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;
 - (ii) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;
 - (iii) Format 3, DD Form 2734/3, Mar 05, Baseline;
 - (iv) Format 4, DD Form 2734/4, Mar 05, Staffing; and
 - (v) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.

The monthly status report shall, at a minimum, include cost and schedule variance at the WBS level with rollup to the total project, progress on DOE-EM corporate performance measures (Section J, Attachment I), DOE-approved contractor performance measures, outstanding commitments, and critical technical or programmatic risks and issues.

- (2) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the baseline, and the approved WBS. The Contractor's reporting system shall be able to provide for the following:
 - (i) Timely incorporation of contractual changes affecting estimated cost, scope, and schedule;
 - (ii) Reconciliation of estimated costs in terms of changes to the authorized work and internal re-planning;
 - (iii) Changes to records pertaining to work performed that will change previously reported costs for correction of errors; and

- (iv) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
- (3) The Contractor shall provide the Contracting Officer, or designated authorized representatives, full access to any and all information and documents comprising the Contractor's project control and reporting, and cost collection systems, including read-only access to associated electronic information systems.
- (4) The Contractor shall include reporting requirements in all subcontracts necessary to fairly evaluate performance and support the Contractor reporting requirements.
- (d) **Baseline Change Management**
 - (1) 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. Change management thresholds and authorities shall be consistent with the Project Execution Plan.
 - (2) Changes affecting contract cost, scope, or schedule shall be submitted to the Contracting Officer for approval. Change control that does not affect contract cost, scope, or schedule shall be provided to the Contracting Officer for informational purposes. Only the Contracting Officer can authorize work scope changes.
 - (3) The Contractor shall not exceed the authorized funding level as obligated.

H.2 PROGRAMMATIC RISKS AND UNCERTAINTIES

Completion of this project will require the Contractor to successfully identify, analyze, resolve, mitigate, eliminate, or avoid many types of risk. Risks to the worker, the public, and the environment are managed through the Integrated Safety Management System (ISMS), the Environmental Safety and Health Program (ES&H) identified in Section C and 10 CFR Part 851 *Worker Safety and Health Program*. Risks to project schedule and cost are classified as programmatic or project risks and shall be managed through and compliant with the Programmatic Risk Management process within the Project Management System specified by DOE Order 413.3A and DOE Manual 413.3-1. The Contractor's initial risk management plan (submitted as part of its proposal) shall be updated and submitted with the PEP for DOE approval within 60 days after contract takeover. The risk management plan shall be updated and submitted annually thereafter for DOE approval. The risk management plan shall designate who (the Contractor or DOE) is responsible for each risk item. The Contractor's risk management plan shall address all significant risks, including, at a minimum, the elements listed below in Table

H-1. Because this contract is performance-based, the Contractor may use any means available to eliminate, avoid, or mitigate risks, including the use of cost or schedule contingency.

Table H-1 Risks and Uncertainties

Item	Uncertainty	Description
1	System and equipment reliability	The aggressive production goals for processing stored transuranic waste may be impacted by system and equipment reliability issues in the Treatment Facility. Systems of concern include, but are not limited to, the BROKK [®] equipment in both box lines, the Box Opening Gantry Robot, the Shredder, the Supercompactor, and the Bagless Transfer System.
2	RESERVED	
3	Condition of waste containers yet to be retrieved	A portion of the transuranic waste containers stored in the Transuranic Storage Area Retrieval Enclosure are breached, contaminated, or lack structural integrity that create safety and efficiency challenges.
4	Treatment capability shortcomings	Some stored transuranic wastes cannot be processed efficiently or at all with existing plant systems and equipment because of high radiation levels, oversized containers, and unwieldy contents.
5	TRU waste from other generators	Transuranic wastes received from other DOE sites must be processed and disposed within time constraints specified in the Site Treatment Plan. Transuranic waste from other DOE sites and from other INL Site waste generators, including the Accelerated Retrieval Project, cannot impact Settlement Agreement deadlines for disposition of stored transuranic waste.
6	WIPP shipping asset limitations	There are finite shipping assets available from WIPP to support transuranic waste shipments from the INL Site. Inefficient shipments or losses in shipping assets for any reason, including weather, could negatively impact shipping transuranic waste out of Idaho.
7	Non-compliance with WIPP requirements	Modifications to the WIPP Hazardous Waste Permit authorized in late CY2006 require highly accurate certification performance. Errors in certifying transuranic waste could result in costly delays.
8	Out-year funding	Uncertainties in out-year funding projections could negatively impact meeting the Settlement Agreement deadlines to ship transuranic waste out of Idaho in accordance with this contract.

H.3 PARTNERING AGREEMENT

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

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering, and its guidelines and any changes thereto, unless otherwise expressly directed, will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.4 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI)

DOE and the Contractor recognize that implementation of the SOW is dependent upon many activities, including the Government Furnished Services and Items (GFSI) identified below.

- (a) DOE will review and approve or provide comments on each Contractor submittal of safety basis or regulatory documents within 30 days of receipt of an acceptable submittal unless otherwise notified by the Contracting Officer.
- (b) DOE will supply TRUPACTs, trucks, trailers, and drivers for shipment of TRU waste to WIPP throughout the contract period per the WIPP Shipping Baseline schedule approved by DOE. The WIPP Shipping Baseline schedule is approved on an annual basis and is subject to changes based upon CBFO funding and DOE priorities.

H.5 CORPORATE GOVERNANCE

Within 90 days of contract award, the Contractor shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the Contractor organization and key personnel. If the Contractor's organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the contract, the Contractor shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Contractor shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

H.6 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in Section J, Attachment E, entitled *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, 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 Contractor regarding Contractor performance issues:

George Dudich, President
Babcock & Wilcox Technical Services Group, Inc.
13024 Ballantyne Corp. Place
Charlotte, NC 28277
Telephone: (704) 625-4923
E-mail: gdudich@babcock.com

Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.7 REIMBURSEMENT OF SENIOR EXECUTIVES

Government reimbursement of compensation is subject to the approval requirements outlined in FAR 31.205-6 and the latest DOE Acquisition Letter on Contractor Executive Compensation, dated April 3, 2007, available at www.management.energy.gov/documents/AL2007-2.pdf. This reimbursement limitation does not prohibit paying compensation to the Contractor's senior executives at a higher rate, but rather only limits the amount of compensation that can be reimbursed by the Government as an allowable contract expense. The Contractor is encouraged to recruit, retain, and compensate the highest quality senior executives to execute the SOW in an efficient and cost-effective manner. Senior executives' compensation, and subsequent increases during the contract term, must be included *in the bid proposal cost estimate*. Annual increase requests as required by clause H.20(e) will be reviewed relative to the proposal and Life Cycle Baseline estimates; cost effectiveness, as established by cumulative earned value measured against the baseline; and market analysis.

H.8 LEGAL MANAGEMENT PLAN

- (a) The Contractor shall submit within sixty (60) days after contract award to the Contracting Officer for approval a Legal Management Plan in accordance with 10 CFR Part 719, and include the items set forth in 10 CFR Part 719.10.
- (b) The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. Once approved by the Contracting Officer, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the Contracting Officer to reimburse litigation and other legal expenses. The Plan may be revised by the Contractor and approved by the Contracting Officer from time to time to conform to legal management rules or policies established by DOE.

H.9 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The Contractor shall be responsible to ensure that the design, development, and operation of applicable systems of records that are subject to the Privacy Act of 1974 are adequate. For a brief description of the applicable records, reference the Federal Register Notice, Volume 73, No. 64, Wednesday, April 2, 2008. They shall include:

DOE-5	Personnel Records of Former Contractor Employees
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-33	Personnel Medical Records -- (Contractor Employees)
DOE-35	Personnel Radiation Exposure Records

DOE-38	Occupational and Industrial Accident Reports
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-81	Counterintelligence Administrative and Analytical Records and Reports
DOE-84	Counterintelligence Investigative Records
DOE-88	Epidemiological and Other Health Studies, Surveys and Surveillances

- (b) The above list shall be revised from time to time by the Contracting Officer as may be necessary to keep it current.

H.10 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.11 RESPONSIBILITY FOR EXISTING CONTRACTUAL AND OTHER AGREEMENTS

- (a) On the date of contract takeover under Section F.3(b) of this contract, the Contractor shall adopt, and accept transfer and assume responsibility and accountability for, existing: (a) leases for the Energy Drive Facility (supplier - Zaser and Longston) and Lindsay Warehouse Facility (supplier - Westergard), which are effective through September 30, 2011; (b) cooperative research and development agreements; (c) consent orders; (d) regulatory agreements and permit requirements, lawsuits and other litigation matters; and (e) any other agreements DOE determines are necessary for the conduct of operations. The Contractor may, but shall not be required to, adopt any collective bargaining agreement in effect between BBWI and any collective bargaining representative.
- (b) The Contractor may determine, with the exception of the facility leases noted in Section H.11(a), which purchase orders, subcontracts, or leases it will assume and/or propose alternative strategies for work currently being performed through existing subcontracts or other contractual agreements.

H.12 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
 - (1) The amount required by the State of Idaho under applicable Worker's Compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$500,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be listed on the comprehensive form of the policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.13 QUALITY ASSURANCE PROGRAM

Within 90 days of the contract award date, the Contractor shall submit to DOE for approval any proposed changes to the existing quality assurance program for nuclear facilities that satisfy the requirements of 10 CFR Part 830 Subpart A, DOE Order 414.1C, the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document. The Contractor's quality assurance program shall also be compliant with the most current version of ANSI/ASME NQA-1, allowing for consistency with the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document. The Contractor shall flow down quality assurance program requirements into subcontracts issued in support of this contract.

H.14 INTERNAL AUDIT

The Contractor shall develop an independent internal audit and examination program in accordance with the DOE Cooperative Audit Strategy as outlined in Department of Energy Acquisition Guide, Chapter 70.4, and Government Auditing Standards for

records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. The results of any internal audits, including the working papers, shall be submitted or made available to the Contracting Officer or his/her designee. This clause does not supersede DOE's right to perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost and allowability of cost per FAR part 31.

H.15 LABOR STANDARDS

When requested by DOE, the Contractor shall timely provide information necessary for the Contracting Officer to determine the applicability of the Davis-Bacon Act, the Service Contract Act, or other applicable labor standards law. The Contractor shall obtain a wage determination under the applicable law from the Department of Labor (or other governing body) at least once every two (2) years, but not more often than yearly. The Contractor and/or subcontractors shall comply with the most recent wage determination and agree to incorporate the appropriate labor standards requirements into this contract and any subcontracts.

H.16 LABOR AND EMPLOYEE RELATIONS

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

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

(c) **Employee Relations**

The Contractor is expected to maintain a positive employee relations environment that will foster high productivity at a reasonable cost. The Contractor shall implement effective employee concerns resolution programs.

- (d) By the end of FY 2012, in collaboration with the Contracting Officer, the Contractor shall determine post-2015 workforce requirements. If the facility is to be phased out of operation or post-2015 operations will be limited, the Contractor will develop and submit a plan for workforce restructuring based on that determination.

H.17 KEY PERSONNEL (JULY 2011)

(a) Introduction

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements in addition to the requirements of the clause in Section I entitled "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in available fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

(c) Definitions

For the purpose of this Clause, Changes to Key Personnel is defined as:

- (1) Any change to the position assignment of a current Key Person under the contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year;
 - (2) utilizing the services of a new substitute Key Person for assignment to the contract; or
 - (3) assigning a current Key Person for work outside the Contract.
- (d) Contract Fee Reductions for Changes to Key Personnel
- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approval by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B may be permanently reduced by up to \$100,000 for each and every occurrence of a change.
 - (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B may be permanently reduced by up to \$25,000 for each and every occurrence of a change.
 - (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in Available Fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in Available Fee.

H.18 RESERVED

H.19 WORKFORCE TRANSITION

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 (6) 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.20(e)(1) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in Section I.116 “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.20 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Human Resources Compensation Plan.

The Contractor shall submit, within 30 days of 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 Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented *Human Resources Compensation Plan* as approved by the Contracting Officer.

(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 Contracting Officer with the following reports and information with respect to pay and benefits provided under this contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts by April 1 of each year.
- (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 Section H.20(f).

(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 are Regular Employees of BBWI as of the date of contract takeover under Section F.3(b) of this contract.
 - (i) Pay. Subject to Section H.19 above, the Contractor shall provide equivalent pay to Incumbent Employees as compared to pay provided by BBWI for at least the first year of the term of the contract.
 - (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by BBWI. Comparability of the total benefit package shall be determined by the Contracting Officer at his/her sole discretion.

Incumbent Employees shall remain in the existing pension plan (or comparable successor plan if continuation of the existing plan is not practicable) pursuant to pension plan eligibility requirements and applicable law. The Contractor shall become a sponsor of the existing pension plans (including the existing defined benefit plan) 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 the date of contract takeover under Section F.3(b) of this contract. 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
 - (i) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the contract:
 - (A) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the total compensation system;
 - (B) Any proposed major compensation program design changes prior to implementation;
 - (C) An Annual Compensation Increase Plan (CIP);
 - (D) Individual compensation actions for the Key Personnel, as identified by position in Section J, Attachment F, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan; and
 - (E) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
 - (ii) The Contracting Officer's approval of individual compensation actions will be required only for other positions, as identified by the Contracting Officer.
 - (iii) Severance pay is not payable to an employee under this contract if the employee:
 - (A) Voluntarily separates, resigns, or retires from employment;
 - (B) Is offered employment with a successor/replacement Contractor;

- (C) Is offered employment with a parent or affiliated company;
 - (D) Is discharged for cause; or
 - (E) Is a Key Person identified in Section J, Attachment F, List of Key Personnel.
- (iv) 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.
- (4) Individual compensation actions for the top contractor official (i.e., President/Project Manager or equivalent) and key personnel not included in the Compensation Increase Plan (CIP)) must be approved by the Contracting Officer for cost allowability determinations. For those key personnel included in the CIP, DOE will approve salaries in accordance with guidance provided in Acquisition Letter AL 2007-02, upon the initial contract award and when key personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements that are funded by DOE. This access is provided for transparency.

The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (i.e., President/Project Manager or equivalent) and key personnel as indicated above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

- (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 Contracting Officer 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 Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
 - (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii)

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 Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.

- (i) 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 Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and,
 - (ii) 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 Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer.
 - (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, when and if required by the Contracting Officer, 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 Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
 - (6) Within two years of Contracting Officer 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 Contracting Officer.

- (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 written approval of the Contracting Officer.
 - (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 Contracting Officer with the following information within nine months of the last day of the current pension plan year.
 - (i) Copies of IRS forms 5500 with schedules; and
 - (ii) 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 Contracting Officer 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.
 - (i) 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,
 - (ii) The Contractor shall obtain the advance written approval of the Contracting Officer 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.
 - (iii) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

H.21 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 AMWTP (collectively, the “Plans”), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management, and administration of the Plans consistent with direction from the Contracting Officer.
- (b) If this contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:

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

H.22 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as “the Parties” for implementing the “environmental requirements” at facilities within the scope of the contract. In this clause, the term ‘environmental requirements’ means requirements imposed by applicable Federal, state and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders or compliance agreements, consent orders, permits, and licenses.

(a) Purpose and Scope.

The central purpose of this section is to implement the intent of the Parties that liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements be borne by the Party that caused the violation. This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fine or penalty upon either Party or both Parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which Party signs permit applications, manifests, reports or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty.

(b) Enforcement Actions and Liability for Fines and Penalties.

Regardless of which Party to this contract is the named subject (Contractor or DOE) of an enforcement action for noncompliance with the environmental, safety, health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of Contractor actions or inactions is the responsibility of the Contractor, and the Contractor will either pay the fine or penalty or reimburse DOE (if DOE pays the fine or penalty). Cost of fines and penalties resulting from violations of, or failure of the Contractor to comply with Federal, state, local, or foreign laws and regulations, are unallowable except under the conditions specified at FAR 31.205-15.

(c) Signature of Permit Applications and other Regulatory Documents

- (1) The Contractor shall obtain any licenses, permits, other approvals or authorizations for conducting contract activities. The Contractor shall comply with all permits, licenses, certifications, authorizations and approvals from Federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as “permits”). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) shall be the sole applicant for any such permits required for its activities. The Contractor shall 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 cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) shall also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.
- (2) The Contractor shall submit to DOE for DOE’s review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents shall 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 shall accompany such document 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, to the best of its knowledge and belief, true, accurate, and complete.

- (3) 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) shall be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) The Contractor shall maintain clear lines of authority and accountability regarding compliance with environmental requirements and the Contractor shall have a single point of accountability. The Contractor may further delegate responsibility for individual buildings, permitted facilities, or similar discrete units provided there is adherence to the principle of single point of accountability.

H.23 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS

- (a) Federal law provides for the protection of antiquities located on land owned or controlled by the U.S. Government. Antiquities include Native American graves or campsites, relics, and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to promptly report the existence of any antiquities so discovered. The Contractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife must be protected.
- (b) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.
- (c) The Contractor shall comply with the National Historic Preservation Act and associated cultural resource laws and regulations, the DOE Historic Preservation Program and the programmatic agreement, including the Cultural Resource Management Plan, among DOE Idaho Operations Office, the Advisory Council on Historic Preservation and the State Historic Preservation Office (SHPO) regarding protection and management of cultural resources, including historic properties on the INL.

H.24 FINANCIAL MANAGEMENT SYSTEMS

- (a) The Contractor shall operate and maintain a timely, accurate and reliable financial management system that is responsive to the reporting requirements of the Department and conforms to Generally Accepted Accounting Principles and Cost Accounting Standards.

- (b) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management and business systems or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

H.25 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the potential environmental impacts, including any cumulative impacts from other proposed or ongoing actions. The proposed activity shall be compliant with DOE NEPA requirements published at 10 CFR Part 1021.

The Contractor shall implement all requirements, conditions and mitigation measures included in any applicable NEPA decision document, or categorical exclusion upon which a NEPA determination is based.

H.26 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

The contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and reporting efficiencies to reduce costs overall for the Government.

H.27 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE

- (a) In the event of a termination, default, or failure to complete by the Contractor, DOE may take possession of all technical information, including limited rights data and data obtained from subcontractors, licensors, and licensees that are necessary for the continuation and completion of the project. Data delivered to DOE shall be 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 the continuation and completion of the project.
- (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 patents, copyrights, 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 continuation and completion of the project, (1) to practice or to have practiced by or for the Government, and (2) to transfer such license to future contractors of the project. 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 that are necessary for the continuation and completion of the project to DOE or such other third party as DOE may designate.
- (d) The obligations under this clause are not dependent upon any payments by the Government. The obligations arise immediately upon the request of the Contracting Officer.

H.28 FAR 52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.
- (b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall—
 - (1) Apply the current system to the contract; and
 - (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

- (d) The Contracting Officer may require an IBR at—
 - (1) Exercise of significant options; or
 - (2) Incorporation of major modifications.
- (e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.
- (g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

H.29 RESERVED

H.30 WITHDRAWAL OF WORK SCOPE

The Government reserves the right to have any of the work contemplated by Section C, Statement of Work, of this contract performed by another contractor or to have the work performed by Government employees. If the Contracting Officer withdraws the work, the Contractor agrees to fully cooperate with the new performing entity and to provide transition support as required. Notwithstanding the clause entitled “Obligation of Funds” in Section B.6, the Contracting Officer may unilaterally deobligate funding associated with any such withdrawal of work. Estimated Cost and Estimated Fee reductions will be negotiated at the time the work is withdrawn consistent with AMWTP baseline costs and estimated fee percentages, and the contract modified accordingly.

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<u>Federal Acquisition Regulations</u>	http://www.arnet.gov/far/
<u>Department of Energy Acquisition Regulations</u>	http://professionals.pr.doe.gov

The following FAR Clauses are incorporated by reference:

- I.1 52.202-1 DEFINITIONS (JAN 2012)**
- I.2 52.203-3 GRATUITIES (APR 1984)**
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**
- I.6 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

- I.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- I.12 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**
- I.13 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)**
- I.14 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.15 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (AUG 2011)**
- I.16 52.215-13 SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 2010)**
- I.17 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- I.18 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (If applicable)**
- I.19 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- I.20 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)**
- I.21 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)/DEAR 952.216-7**
- I.22 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)**
- I.23 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**
- I.24 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (OCT 2001)**
- I.25 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**
- I.26 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING (DEC 2010)**
- I.27 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)**
- I.28 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

- I.29 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 5% of non-exempt labor costs in the Performance Measurement Baseline 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.
- I.30 52.222-3 CONVICT LABOR (JUN 2003)**
- I.31 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)**
- I.32 52.222-6 DAVIS-BACON ACT (JUL 2005)**
- I.33 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)**
- I.34 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)**
- I.35 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)**
- I.36 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**
- I.37 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)**
- I.38 52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)**
- I.39 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**
- I.40 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**
- I.41 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)**
- I.42 52.222-16 APPROVAL OF WAGE RATES (FEB 1988)**
- I.43 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

- I.44 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
- I.45 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**
- I.46 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)**
- I.47 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)**
- I.48 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)**
- I.49 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)**
- I.50 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*

EMPLOYEE CLASS	MONETARY WAGE-FRINGS BENEFITS
Guards	17.57
Boiler Operator Helper	17.42
Carpenter	22.81
Carpenter, Apprentice	17.42
Chemical Operator	22.81
Electrician	24.11
Electrician, Apprentice	17.42
Hazwat	22.81
Heavy Equip Operator	24.11
Indus Vacuum Ldr Oper	20.16
Industrial Mechanic	24.11
Instrument Mechanic, Apprentice	17.42
Laborer, General	12.69
Laborer, Transportation	14.27
Laundry Worker	14.27
Locomotive/Switchman	20.16
Machinist	24.11
Mason	22.81
Millwright	24.11
Millwright, Apprentice	17.42

EMPLOYEE CLASS	MONETARY WAGE-FRINGS BENEFITS
Motor Vehicle Operator	20.16
Oiler	17.42
Painter	22.81
Pipefitter	24.11
Pipefitter, Apprentice	17.42
Porter	14.27
Private Motor Carrier Oper	21.49
Profess Warehouse Attend	19.00
Pump Operator	17.42
QA Checker	17.57
Respirator Wash	17.42
Rigger	24.11
Stationary Engineer	24.11
Waste Water Plant Operator	22.81
Water Plant Operator	22.81
Welder	24.11
Mailroom Supply Specialist	15.71
Word Processing Tech II	15.71
Accounting Tech II	17.57
Info/Records Spec II	17.57
Information Management Tech	21.78
Inventory Supply Spec	21.78
Medical Assistant	17.57
Procurement Tech II	19.60
Secretary III	21.78
Engineer Aide II	17.57
Environ/Lab Tech II	17.57
Info/Records Spec III	21.78
Lead Mailroom Supply Spec	21.78
Procurement Tech III	21.78
Sr. Repro Equip Operator	17.57
Quality Verifier II	21.78
Env/Lab Technician III	21.78
Health Physics Tech III	26.64
Drafter III	21.78
Rad Control Tech III	26.64
Sr. Accounting Tech	21.78
Sr. HR/Industrial Rel Spec	38.64
Engineer Aide III	21.78
Sr. Graphics Artist	26.64
Engineer Technician	26.64
Sr. Drafter	26.64

EMPLOYEE CLASS	MONETARY WAGE-FRINGS BENEFITS
Sr. Env/Lab Tech	26.64
Sr. Executive Secretary	26.64
Sr. Fire Ftr/Em Response Spec	21.78
Sr. Rad Con Tech	26.64
Sr. Health Phys Tech	26.64
Sr. Indust Hygiene Tech	26.64
Sr. Quality Verifier	26.64

Rates as of 2008, subject to escalation.

I.51 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.52 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)

- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

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

I.53 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) ALTERNATE I (MAY 2011)

I.54 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.55 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.56 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.57 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

I.58 RESERVED

I.59 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

I.60 52.224-2 PRIVACY ACT (APR 1984)

I.61 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.62 52.227-3 PATENT INDEMNITY (APR 1984)

I.63 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)

I.64 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)

I.65 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

I.66 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.67 52.232-17 INTEREST (OCT 2010)

I.68 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

I.69 52.232-22 LIMITATION OF FUNDS (APR 1984)

- I.70 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- I.71 52.232-25 PROMPT PAYMENT (OCT 2008)**
- I.72 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**
- (b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by **no later than 15 days prior to submission of the first request for payment**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- I.73 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)**
- I.74 52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)**
- I.75 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.76 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)**
- I.77 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- I.78 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.79 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**
- I.80 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- I.81 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**
- I.82 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
- I.83 52.242-13 BANKRUPTCY (JUL 1995)**
- I.84 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) ALTERNATE 1 (APR 1984)**
- I.85 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)**

I.86 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

- (b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—
- (d) *Government response.* The Contracting Officer shall promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

I.87 52.244-2 SUBCONTRACTS (OCT 2010)

- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **to be determined by Contracting Officer's letter.**
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **TBD.**

I.88 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

I.89 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I.90a 52.245-1 GOVERNMENT PROPERTY (APR 2012)

I.90b 52.245-9 USE AND CHARGES (APR 2012)

I.91 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

I.92 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

- (b) If the Government is shown as the consignor or the consignee, the annotation shall be: Transportation is for the **Department of Energy** and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.
- (c) If the Government is not shown as the consignor or the consignee, the annotation shall be: Transportation is for the **Department of Energy** and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. **DE-**

EM0001467. This may be confirmed by contacting the person listed in Section G of this contract.

- I.93 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**
- I.94 52.248-1 VALUE ENGINEERING (OCT 2010)**
- I.95 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**
- I.96 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.97 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**
- I.98 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**
- I.99 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.100 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**
- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
 - (b) The use in this solicitation or contract of any **Department of Energy Acquisition Regulation (48 CFR Chapter 9)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- I.101 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**
- I.102 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- The following DEAR Clauses are incorporated by reference:**
- I.103 952.202-1 DEFINITIONS (MAR 2002)**
- I.104 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

- I.105 952.204-2 SECURITY (MAR 2011)**
- I.106 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**
- I.107 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)**
- I.108 952.204-73 FACILITY CLEARANCE (MAR 2011)**
- I.109 952.204-75 PUBLIC AFFAIRS (DEC 2000)**
- I.110 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)**
- I.111 952.208-70 PRINTING (APR 1984)**
- I.112 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)
ALTERNATE I (AUG 2009)**
- I.113 952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)**
- I.114 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION
EXPOSURE RECORDS (APR 1984)**
- I.115 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT –
SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED
INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH
(DEC 2010)**
- I.116 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**
- I.117 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)**
- I.118 952.231-71 INSURANCE-LITIGATION AND CLAIMS (AUG 2009)**
- I.119 952.247-70 FOREIGN TRAVEL (JUN 2010)**
- I.120 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)**
- I.121 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)**
- I.122 970.5204-1 COUNTERINTELLIGENCE (DEC 2010)**
- I.123 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)**
- I.124 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**
- I.125 970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH
INTO WORK PLANNING AND EXECUTION (DEC 2000)**

- I.126 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)**
- I.127 970.5226-1 DIVERSITY PLAN (DEC 2000)**
- I.128 970.5226-2 WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)**
- I.129 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)**
- I.130 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)**
- I.131 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**
- I.132 970.5227-6 PATENT INDEMNITY SUBCONTRACTS (DEC 2000)**
- I.133 970.5227-7 ROYALTY INFORMATION (DEC 2000)**
- I.134 970.5227-9 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)**
- I.135 970.5227-10 PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NON-PROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)**
- I.136 970.5227-11 PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS, FOR -PROFIT CONTRACTOR, NON-TECHNOLOGY TRANSFER (DEC 2000)**
- I.137 970.5231-4 PRE-EXISTING CONDITIONS (DEC 2000) ALT II (DEC 2000)**
- I.138 970.5232-5 LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000) The provisions of this clause only apply to the Pay and Benefits provisions in Section H.20(e)(1) and/or other accounting practices approved or directed by the Contracting Officer.**

The following Clauses are incorporated in full text:

I.139 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.140 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011) ALTERNATE I (JAN 2011)

- (a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.
- (2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total

period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.141 52.222-30 DAVIS BACON ACT – PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

- (a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.
- (b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—
 - (1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;
 - (2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or
 - (3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

I.142 RESERVED

I.143 52.225-11 BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2012), if applicable

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

“Caribbean Basin country construction material” means a construction material that—

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

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

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

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

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

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

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

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

“Domestic construction material” means—

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

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

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

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

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

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

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

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

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

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

- (b) Construction materials.
 - (1) This clause implements the Buy American Act (41 U.S.C. 83) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
 - (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
 - (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
(none)
 - (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
 - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
 - (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
 - (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

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

[Include other applicable supporting information.]

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

I.144 952.215-70 KEY PERSONNEL (DEC 2000)

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

I.145 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, 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 DOE.
- (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) Changes 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 to 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 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 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 DOE 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 the technical direction will be subject to the provisions of the clause in Section I, 52.233-1 "Disputes."

I.146 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2012)

I.147 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

I.148 FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) ALTERNATE I (DEC 2007)

I.149 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

I.150 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

I.151 DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)

I.152 DEAR 970.5223-6 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (OCT 2010)

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

ATTACHMENT B – LIST OF APPLICABLE DIRECTIVES (LIST B)

Directive No.	Directive Title	Date
DOE O 130.1	Budget Formulation Process	9/29/95
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board	3/30/01
DOE M 142.2-1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	9/4/08
DOE O 142.3A	Unclassified Foreign Visits and Assignments Program	10/14/10
DOE O 144.1 Chg 1	Department of Energy American Indian Tribal Government Interactions and Policy	1/16/09
DOE O 151.1C	Comprehensive Emergency Management System	11/2/05
DOE O 200.1A	Information Management Program	12/23/08
DOE O 205.1A	Department of Energy Cyber Security Management Program	12/4/06
DOE M 205.1-5 Admin Chg 2	Cyber Security Process Requirements Manual	8/12/08
DOE O 206.1	DOE Privacy Program	1/16/09
DOE N 206.4	Personal Identity Verification	6/29/07
DOE O 210.2A	DOE Corporate Operating Experience Program	6/12/06 4/8/11
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	4/19/08
DOE O 221.2A	Cooperation with the Office of Inspector General	2/25/08
DOE O 225.1A	Accident Investigations	11/26/97
DOE O 226.1B	Implementation of DOE Oversight Policy	7/31/07 4/25/11
DOE O 227.1	Independent Oversight Program	8/30/11
DOE M 231.1-1A Chg 2	Environment, Safety, and Health Reporting Manual	3/19/04
DOE O 232.2	Occurrence Reporting and Processing of Operations Information	8/30/11
DOE N 234.1	Reporting of Radioactive Sealed Sources	2/27/08
DOE O 241.1A Chg 1	Scientific and Technical Information Management	10/14/03
DOE O 243.1	Records Management Program	2/3/06
DOE O 243.2	Vital Records	2/2/06
DOE O 252.1	Technical Standards Program	11/19/99

Directive No.	Directive Title	Date
DOE O 350.1 Chg 3	Contractor Human Resource Management Programs	2/23/10
DOE O 413.1B	Internal Control Program	10/28/08
DOE O 413.3A Chg 1	Program and Project Management for the Acquisition of Capital Assets	7/28/06
DOE O 414.1D	Quality Assurance	6/17/05 4/25/11
DOE O 420.1B Chg 1	Facility Safety Clarification for DOE O 420.1B <i>DOE Order 420.1B, Facility Safety, requires compliance with ANSI standards that have been replaced by updated versions. The Contractor is released from compliance with the outdated versions of the required ANSI standards. It is agreed that compliance will be the most current version of the required ANSI standards cited.</i>	4/19/10
DOE O 422.1	Conduct of Operations	6/29/10
DOE O 425.1D	Verification of Readiness to Start Up or Restart Nuclear Facilities	4/16/10
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities	4/21/10
DOE O 430.1B Chg 2	Real Property Asset Management	9/24/03 4/25/11
DOE O 430.2B	Departmental Energy, Renewable Energy, and Transportation Management	2/27/08
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities	4/21/10
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual	7/9/99
DOE O 435.1 Chg 1	Radioactive Waste Management	7/9/99
DOE O 436.1	Departmental Sustainability	5/2/11
DOE P 441.1	DOE Radiological Health and Safety Policy	4/26/96
DOE M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, and Health	11/16/06
DOE O 442.1A	Department of Energy Employee Concerns Program	7/6/01
DOE O 450.1A	Environmental Protection Program	7/4/08
DOE P 450.4	Safety Management System Policy	10/15/96
DOE M 450.4-1	Integrated Safety Management System Manual	11/1/06
DOE O 458.1 Chg 2	Radiation Protection of the Public and the Environment	6/6/11
DOE O 460.1C	Packaging and Transportation Safety	5/14/10
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual	6/4/08

Directive No.	Directive Title	Date
DOE O 460.2A	Departmental Materials Transportation and Packaging Management	12/22/04
DOE P 470.1	Integrated Safeguards and Security Management Policy	5/8/01
DOE O 470.4B	Safeguards and Security Program	7/21/11
DOE M 470.4-2A	Physical Protection	7/23/09
DOE M 470.4-6 Chg 1	Nuclear Material Control and Accountability	8/26/05
DOE O 471.3 Chg 1	Identifying and Protecting Official Use Only Information	4/9/03 1/13/11
DOE M 471.3-1 Chg 1	Manual for Identifying and Protecting Official Use Only Information	4/9/03 1/13/11
DOE O 471.6	Information Security	1/20/11
DOE O 472.2	Personnel Security	7/27/11
DOE O 475.1	Counterintelligence Program	12/10/04
DOE O 522.1	Pricing of Departmental Materials and Services	11/3/04
DOE O 534.1B	Accounting	1/6/03
DOE O 551.1C	Official Foreign Travel	6/24/08
DOE O 580.1 Chg 1	Department of Energy Personal Property Management Program	12/7/05
DOE P 580.1	Management Policy for Planning, Programming, Budgeting, Operation, Maintenance and Disposal of Real Property	5/20/02

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

ATTACHMENT C - DELIVERABLES/MILESTONES

The table below lists key deliverables/milestones specifically called out in the contract along with their associated due dates and the contract sections where they are established. It is not intended to be an exhaustive list of all deliverables/milestones throughout the contract period. This list includes, but may not be limited to, the following:

No.	Deliverable/Milestone Description	Date	Contract Clause
1.	At contract takeover, the Contractor shall identify any material differences in the actual contract conditions compared to the projected status established in the Request for Proposal (RFP), and shall notify the Contracting Officer of such differences.	Within 60 days after contract takeover	B.7
2.	The Contractor shall facilitate and establish a new agreement(s), as appropriate, with CCP and the ICP contractor regarding the cost, scope, and schedule for processing waste exhumed from the SDA.	At contract takeover	C.4.2
3.	The Contractor shall establish a WIPP Shipping Baseline schedule subject to CBFO approval.	As necessary	C.4.5
4.	The Contractor shall submit a Project Execution Plan (PEP) to DOE for approval.	Within 60 days after contract takeover	C.5, H.1(a)(2)
5.	The Contractor shall submit monthly status reports on the total project in a format approved by the Contracting Officer, including an electronic copy submitted to ContractorsMPR@hq.doe.gov	On or before the 10 th of each month	C.5, H.1(c)(1)
6.	The Contractor shall submit a compliant ISMS program description document and be prepared for Phase I verification	Within four months after contract takeover	C.6
7.	The Contractor shall be prepared for Phase II ISMS verification.	Within eight months after contract takeover	C.6
8.	The Contractor shall submit for approval Authorization Agreements for applicable nuclear facilities per DOE G 450.4-1B, Integrated Safety Management System Guide.	To ensure change to be effective upon contract takeover	C.6

No.	Deliverable/Milestone Description	Date	Contract Clause
9.	The Contractor shall adopt existing regulatory required implementation plans and processes, e.g., 10 CFR Part 835 Radiation Protection Plan (RPP), 10 CFR Part 830 Quality Assurance Implementation Plan, 10 CFR Part 851 Worker Protection Plans, and Unreviewed Safety Question Process. The Contractor may elect to update the adopted plans and resubmit them for DOE approval.	In time to be reviewed and approved by contract takeover	C.6
10.	The Contractor shall submit to DOE and/or the regulator, as required, certified permit modification requests (AMWTP-specific RCRA permits, air permits, etc.) to assume ownership, i.e., change the “operator” name and identify a “responsible corporate officer” responsible for the permits upon contract takeover.	To ensure change to be effective upon contract takeover	C.8
11.	The Contractor shall submit an environmental communications protocol for DOE approval explaining interactions with regulatory agencies.	Within 60 days of contract takeover	C.8
12.	Contractor shall submit to DOE for approval a maintenance and improvements plan to ensure the AMWTP facilities are fully operational throughout the contract period.	Within 90 days of the contract takeover date	C.10
13.	The Contractor shall have a formal interface agreement(s) in place with the INL site contractors describing how services the Contractor intends to purchase from INL Site contractors will be managed. Examples include, but are not limited to, security, utilities, laboratory services, emergency services, communications support, waste disposal services, etc.	When executed, but prior to contract takeover	C.13
14.	The Contractor shall provide a complete records inventory list in a suitable format to the post-closure records custodian identified by the CO.	As required	C.14
15.	The initial security plan shall be submitted to the Contracting Officer for review and approval within 90 days of contract takeover.	90 days after award	C.15
16.	The Contractor shall submit an acceptable Transition Plan (limit 20 pages) to the Contracting Officer	Within 14 days of contract award	C.16(b)
17.	Upon physical completion of the contract requirements as set forth in the Statement of Work, the Contractor shall prepare and submit to DOE a letter declaring that the work has been physically completed.	Upon physical completion of the contract requirements	E.3(b)

No.	Deliverable/Milestone Description	Date	Contract Clause
18.	The Contractor shall develop and submit an AMWTP contract baseline consistent with the terms and conditions of this contract and its proposal	Within 60 days after contract takeover (as part of Project Execution Plan)	H.1(b)(1)
19.	The Contractor shall prepare a project performance forecast (Annual Operating Plan) for all upcoming fiscal years from the approved project baseline. The Contractor shall submit the annual operating plan for approval by the Contracting Officer that identifies the differences to the work activities described in the Project baseline for that specific year.	By September 15 of each year	H.1(b)(6)
20.	The Contractor shall evaluate the estimate at completion and transmit the evaluation to the Contracting Officer	By the 15 th day of the month following the end of the quarter	H.1(b)(8)
21.	The Contractor's risk management plan shall be updated (from plan submitted with proposal) and submitted for DOE review and approval. The risk management plan shall be updated and submitted annually thereafter.	Initially within 60 days after contract takeover (as part of Project Execution Plan) and updated annually thereafter	H.2 (also see H.1(a)(2))
22.	The Contractor shall submit a Legal Management Plan in accordance with 10 CFR Part 719, and include the items set forth in 10 CFR Part 719.10 to the Contracting Officer for approval.	Within sixty (60) days after contact award	H.8(a)
23.	The Contractor shall submit to DOE for approval any proposed changes to the existing quality assurance program for nuclear facilities that satisfies the requirements of 10 CFR Part 830 Subpart A and DOE Order 414.1C, the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document.	Within 90 days of contract award	H.13 (also see C.7)
24.	The Contractor shall submit to Contracting Officer a Human Resources Compensation Plan for approval.	Within 30 days of contract award	H.20(a)

No.	Deliverable/Milestone Description	Date	Contract Clause
25.	<p>The Contractor shall submit to the Contracting Officer the following reports and information with respect to pay and benefits provided under this contract:</p> <ol style="list-style-type: none"> 1. An Annual Contractor Salary-Wage Increase Expenditure Report by April 1 of each year. 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 	In accordance with H.20(d)	H.20(d)
26.	The Contractor shall submit to the Contracting Officer the documents listed in H.20(e)(3)(i) for a determination of cost allowability for reimbursement under the contract.	As required	H.20(e)(3)(i)
27.	Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit to the Contracting Officer the studies required in H.20(f)(3). In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.	As required	H.20(f)(3)
28.	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	H.20(f)(7)

No.	Deliverable/Milestone Description	Date	Contract Clause
29.	The Contractor shall submit the information required by H.20(g)(6), as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented <i>Human Resources Compensation Plan</i> and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.	As required prior to the adoption of any changes to a pension plan	H.20(g)(6)
30.	The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the potential environmental impacts, including any cumulative impacts from other proposed or ongoing actions.	As required	H.25
31.	The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management and business systems or subsystems.	At least 60 days in advance of implementation	H.24(b)
32.	The Contract shall submit the <i>Execution Assessment Plan</i> to DOE-ID	120 days after award	H.29
33.	The Contractor shall submit for approval by the Contracting Officer a Small Business and Small Disadvantaged Business Subcontracting Plan for this contract.	Submitted with offer; updated annually	I.24
34.	The Contractor shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the Contractor organization and key personnel.	Within 90 days of contract award	H.5