Part I – The Schedule

Section H

Special Contract Requirements

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H.1 DOE-H-2013 Consecutive Numbering (Oct 2014)

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

Contractor Human Resource Management Clauses

H.2 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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

H.3 Definitions

For purposes of Clause H.4, Workforce Transition and Employee Hiring Preferences Including through Period of Performance *s*, the following definitions are applicable (unless otherwise specified):

(A) "Contract Award Date" means the date the contract is signed by the Contracting Officer (CO), noted in Block 28 of the Standard Form (SF) 33, Solicitation, Offer and Award.

(B) "Contract Transition Period" means the 90 day transition as defined in Section F of this Contract.

(C) "Incumbent contractor" means HPM Corporation and HPM Corporation's teaming subcontractor at the time of Contract Award.

(D) "Incumbent Employees" means employees who are employees of HPM Corporation and HPM Corporation's teaming subcontractor.

H.4 Workforce Transition and Employee Hiring Preferences Including through Period of Performance

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

(A) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the Performance Work Statement (PWS) under this Contract, in accordance with the hiring preferences noted below, and in accordance with applicable law.

(1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (a) and (b) in descending order of priority:

(a) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the Contract Award date.

(b) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position and who have been identified by their employer as being at risk of being involuntarily separated because of the transfer of this work scope to the Contractor.

(2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) and (b), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference":

(a) Employees who are former employees of HPM Corporation and HPM Corporation's teaming subcontractor; and

(b) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility eligible for the hiring preference.

H.5 Benefit Plans: Pension and Post Retirement Benefits

(A) Pension and Other Benefit Programs

(1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs may be considered unreasonable and will likely be determined unallowable.

(2) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(3) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (C)(4) below for Pension Management Plan requirements).

(4) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(B) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

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.

(C) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plan and other benefit plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans listed below, (or if continuation of the existing plans is not practicable, comparable successor plans), including other PRB plans, as applicable, with

responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC).

(a) The HPM Occupational Health Services Retirement Plan; and

(b) The HPM Hanford Retiree Medical Plan.

(2) Each Contractor's defined benefit pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

(3) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(4) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

(D) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

(1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(E) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE, but no later than the dates specified below:

(1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE- reimbursed pension plan by the due date for filing IRS Form 5500.

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

(3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(F) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

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

(a) Copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;

(b) An analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;

(c) Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;

(d) The Summary Plan Description; and,

(e) Any such additional information as requested by the Contracting Officer.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (F)(1) above). The justification must:

(a) Provide the dollar estimate of savings or costs; and

(b) Provide the basis of determining the estimated savings or cost.

(G) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the

DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments, or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the "accrual-basis market value" on the date of termination of operations.

(5) DOE and the Contractor(s) shall establish an effective date for spin-off or plan termination. On the same day as the Contractor notifies the IRS of the spin-off or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(H) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

(3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

(4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.

(5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(I) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(J) Definitions:

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

(2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.

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

(4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.

(5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

(6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

(7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

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

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

H.6 Benefits Transition: Pension and Post Retirement Benefits

(A) The Contractor shall submit a draft Benefits Transition Plan for the approval of the Contracting Officer, as set forth herein.

(1) A detailed description of the Contractor's plan and procedure showing how the Contractor will comply with Clauses H.5 and H.6.

(2) A detailed description of the Contractor's policies regarding pensions and other

benefits for which the Department reimburses costs under this Contract.

(3) A written description of how pension and other benefit plans provided to employees pursuant to Clause H.5 will be transitioned, or if needed, developed and implemented on or before the last day of the 90 day Transition Period.

(4) If needed, an asset transfer(s) agreement to transfer assets from HPMC's existing defined benefit plan to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the 90 day Transition Period the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and (2) a schedule for Contracting Officer approval for when the benefit plan will be developed and assets transferred.

(B) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.

(1) Within ten days after NTP, the Contractor shall:

(a) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for the transition of existing benefit plans; and

(b) Request HPMC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefit plans and the establishment of any new benefit plans, including, if needed, the transfer of assets from HPMC's existing defined pension plan and other benefit plans on or before the end of the 90-day Contract Transition Period.

(c) Provide estimated costs and detailed breakouts of the costs to accomplish benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

(2) Within 15 days after NTP, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from HPMC pertaining to the existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from HPMC. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clauses H.5 and H.6.

(3) Within 20 days of NTP, the Contractor shall:

(a) Submit the final draft Benefits Transition Plan; and

(b) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5 and H.6; and

(c) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for OccMed Contractor, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor.

During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clause H.5 and H.6, including execution of a transition agreement with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

(4) Within 30 days after NTP, the Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer, to include a written description of how the existing benefit plans provided to employees pursuant to Clause H.5 will be amended and restated on or before the last day of the Contract Transition Period.

(5) Within 45 days after NTP, the Contractor shall provide the Contracting Officer:

(a) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor's compliance with the benefits requirements set forth in Clause H.5; and

(b) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or

(c) If needed, as agreed to in the final written Benefits Transition Plan in (4) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft Summary Plan Descriptions (SPDs) for the pension and any other benefit plans.

(6) No later than 60 days after NTP and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in paragraph (5) above.

(7) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.

(8) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:

(a) Documents relating to benefit plans reimbursed by DOE, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to benefit plans participants, and other documents that describe benefits provided to participants of the benefit plans, and

(b) Any and all other documents pertaining to implementation of and compliance with implementation of the benefit programs identified in Clause H.5.

(c) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

H.7 Post Contract Responsibilities for Pension and Post Retirement Benefit Plans

(A) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in H.5(C)(1), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:

(1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

(2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(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 for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.8 DOE-H-2028 Labor Relations (Oct 2014)

(A) The Contractor shall respect the right of employees to be free from discrimination in the work place, including but not limited to, discrimination within the meaning of the *Age Discrimination in Employment Act of 1967*, as amended and to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives; 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, consistent with applicable laws.

(B) Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this contract.

(C) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201, and all applicable Federal and state labor relations laws.

(D) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into during the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (D) in any subcontracts. The Contractor shall provide the Contracting Officer with a copy of any collective bargaining agreement entered into during the Contract period of performance.

(E) In addition to FAR 52.222-1, *Notice to the Government of Labor Disputes*, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

(F) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

(G) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.

(H) The Contractor shall provide to the Contracting Officer or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:

1. List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
2. A brief description of issues regarding each grievance;
3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

H.9 Workforce Restructuring

In the event that the successful Offeror engages in a workforce reduction of more than 49 employees under this Contract, in a given fiscal year, it will provide notice to the CO in writing 30 days in advance of employees being laid off. Information to be provided will include the number of impacted employees along with a list of impacted job classifications. The successful Offeror recognizes that the Department expects that workforce reductions at a DOE defense nuclear facility will be conducted in a manner that minimizes involuntary separations and adverse impact on the surrounding community to the extent practicable.

H.10 Labor Standards

In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the CO of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from Contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7 entitled, *Reports to the Secretary of Labor*; disputes concerning labor standards pursuant to 29 CFR 4 entitled, *Labor Standards for Federal Service Contracts*, 29 CFR 6 entitled, *Rules of Practice for Administrative Proceedings Enforcing Labor Standards in Federal and Federally Assisted Construction Contracts and Federal Service Contracts*, and 29 CFR 8 entitled, *Practice Before the Administrative Review Board with Regard to Federal Service Contracts*, and as defined in FAR 52.222-41(t), *Service Contract Labor Standards*; disputed labor standards determinations; Department of Labor (DOL) investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the CO.

H.11 Workers' Compensation

Pursuant to State of Washington Revised Code (RCW) Title 51, the Washington Industrial Insurance Act (WIIA), DOE is a group self-insurer for purposes of workers' compensation coverage. The Hanford Workers' Compensation Program performs the administration functions for the State of Washington self-insurance requirements. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

(A) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.

(B) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims

thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

(C) Under RCW 51.32.073 entitled, *Additional payments for prior pensioners—Premium liability of worker and employer for additional payments*, DOE is the self-insurer and is responsible for making quarterly payments to L&I. In support of this arrangement, the Contractor shall be notified and will be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.

(D) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.

(E) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.

(F) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

(G) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.

(H) Time-loss compensation shall be paid to injured workers in accordance with the RCW 51.08.178 entitled, *"Wages"—Monthly wages as basis of compensation—Computation thereof*, and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.

(I) Workers' compensation loss income benefit payments, when supplemented by other programs (such as salary continuation) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.

(J) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.

(K) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW 51.28.010 entitled, *Notice of accident—Notification of worker's rights-Claim suppression*, or any other documentation requested by DOE pursuant to the WIIA.

(L) The Contractor shall ensure that all employees receive training and have a clear understanding of the workers' compensation process.

(M) The Contractor shall develop and maintain a web site with workers' compensation information and ensure that the web site is made available to employees within 45 days of the close of transition.

(N) The Contractor shall provide additional training to employees on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.

(O) The Contractor shall submit ad hoc reports and other information as required by DOE.

(P) The Contractor shall provide briefings to DOE as requested.

(Q) For purposes of workers' compensation, all entities included in the Contractor team arrangement,

as defined below, shall be covered by DOE's self-insurance certificate under L&I for workers' compensation:

(1) Contractor team arrangement means an arrangement in which –

(i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or

(ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the CO.

(R) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provisions of the Memorandum of Understanding referenced above. The Contractor shall require that any subcontractors not covered by provisions of the Memorandum of Understanding meet the statutory workers' compensation coverage requirements.

H.12 DOE H-2073 Risk Management and Insurance Programs (Dec 2014)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

(a) Basic Requirements

(1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the contract, and approved by the DOE.

(2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 970.5070 entitled, *Indemnification*, and DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).

(3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, DEAR 952.231-71 entitled, *Insurance-Litigation and Claims*, and DEAR 970.5228-1 entitled, *Insurance-Litigation and Claims*.

(4) Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.

(5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.

(6) When purchasing commercial insurance, the contractor shall use a competitive process to ensure costs are reasonable.

(7) Ensure self-insurance programs include the following elements:

(A) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention [SIR] such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.

(B) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

(C) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.

(D) Accounting of self-insurance charges.

(E) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:

(i) The claims reserve shall be held in a special fund or interest bearing account.

(ii) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.

(iii) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.

(iv) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

(8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.

(9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

(b) Plan Experience Reporting. The Contractor shall:

(1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:

(A) The amount paid for each claim.

(B) The amount reserved for each claim.

(C) The direct expenses related to each claim.

(D) A summary for the year showing total number of claims.

(E) A total amount for claims paid.

(F) A total amount reserved for claims.

(G) The total amount of direct expenses.

(2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at $100,000 or greater).

(3) Provide additional claim financial experience data as may be requested on a case-by-case basis.

(c) Terminating Operations. The Contractor shall:

(1) Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.

(2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

(3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

(d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:

(1) Obtain the written approval of the Contracting Officer for any change in program direction; and

(2) Ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.13 Insurance Requirements

(a) In accordance with the clause FAR 52.228-5 entitled, *Insurance – Work on a Government Installation*; the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers' Compensation Insurance in accordance with RCW Title 51 entitled, *Industrial Insurance*, and consistent with H clause entitled, *Workers' Compensation.*

(2) Employer's liability – $100,000 (except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers).

(3) Comprehensive bodily injury liability – $500,000.

(4) Property damage liability – None, unless otherwise required by the Contracting Officer.

(5) Comprehensive automobile bodily injury liability – $200,000 per person and $500,000 per occurrence.

(6) Comprehensive automobile property damage – $20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

Business Systems Clauses

H.14 DOE-H-2022 Contractor Business Systems (Oct 2014)

(a) Definitions. As used in this clause:

Acceptable contractor business systems means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means:

(1) Accounting system, if this contract includes the Section H clause *Accounting System Administration*;

(2) Earned value management system, if this contract includes the Section H clause *Earned Value Management System*;

(3) Estimating system, if this contract includes the Section H clause *Cost Estimating System Requirements*;

(4) Property management system, if this contract includes the Section H clause *Contractor Property Management System Administration*; and

(5) Purchasing system, if this contract includes the Section H clause *Contractor Purchasing System Administration*.

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

(b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(c) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(d) Withholding payments.

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to withhold five (5) percent from its invoices until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.
The Contractor shall, within 45 days of receipt of the notice, either:

(i) Correct the deficiencies; or

(ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain:

(A) Root cause(s) identification of the problem(s);

(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and

(D) The name of the person responsible for the implementation.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two (2) percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due on this Contract shall not exceed:

(A) Five (5) percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten (10) percent for significant deficiencies in multiple contractor business systems.

(ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (d)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

(i) Interim payments under:

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

(ii) Progress payments to include fixed-price contracts.

(5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the *Prompt Payment Act*.

(e) Correction of deficiencies.

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the Contracting Officer

determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

H.15 DOE-H-2023 Cost Estimating System Requirements (Oct 2014) (Revised) (This Clause does not apply to Small Business)

This clause is inoperative if the award is made to a small business in instances where the solicitation is otherwise unrestricted.

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that:

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor's related management systems; and

(4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's:

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

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

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a Contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a Contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either:

(1) The total prime contract value exceeds $50 million, including options; or

(2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.

(2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after Notice to Proceed that:

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall:

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

(i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

(ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

(iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.

(iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.

(v) Provide for adequate supervision throughout the estimating and budgeting process.

(vi) Provide for consistent application of estimating and budgeting techniques.

(vii) Provide for detection and timely correction of errors.

(viii) Protect against cost duplication and omissions.

(ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.

(x) Require use of appropriate analytical methods.

(xi) Integrate information available from other management systems.

(xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.

(xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.

(xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.

(xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.

(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

(xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).

(e) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.16 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised) (This Clause does not apply to Small Business)

(a) Definitions. As used in this clause:

(1) Acceptable accounting system means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that:

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

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

(b) General.

The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after Notice to Proceed. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause entitled, *Contractor Business Systems*, and also may result in disapproval of the system.

(c) System criteria.

The Contractor's accounting system shall provide for:

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract and CLIN;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract);

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required:

(16) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and

(17) To readily calculate indirect cost rates from the books of accounts;

(18) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(19) Adequate, reliable data for use in pricing follow-on acquisitions; and

(20) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the Contracting Officer will withhold payments in accordance with that clause.

H.17 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised) (This Clause does not apply to Small Business)

(a) Definitions. As used in this clause:

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

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

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

(b) General.

The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after Notice to Proceed. Failure to maintain an acceptable

purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria.

The Contractor's purchasing system shall:

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);

(2) Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with 48 CFR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87 entitled, *Kickbacks*;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;

(20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;

(21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if:

(i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

(1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor’s purchasing

system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.18 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised) (This Clause does not apply to Small Business)

(a) Definitions. As used in this clause:

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

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

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

(b) General.

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

(c) System criteria.

The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.

(d) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning:

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

DOE Corporate Clauses Other Than CHRM or Business Systems

H.19 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J Attachment entitled, *Performance Guarantee Agreement*. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

The Contractor shall identify below the one member/partner who has the majority interest in the business arrangement.

Name: Hollie P. Mooers

Company/Organization: HPM Corporation

Address: 4304 W. 24th Ave., Suite 100, Kennewick, WA 99338

Phone: 509-737-8939

Facsimile: N/A

Email: hmooers@hpmcorporation.com

Should the majority interest or the contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.20 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, *Performance Guarantee Agreement*. The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company[s]) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name: Hollie P. Mooers

Position: President and CEO

Company/Organization: HPM Corporation

Address: 4304 W. 24th Ave., Suite 100, Kennewick, WA 99338

Phone: 509-737-8939

Facsimile: N/A

Email: hmooers@hpmcorporation.com

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

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

Corporate Board of Directors:

Name: Hollie P. Mooers

Position: Board of Directors, Chair/Owner

Company/Organization: HPM Corporation

Address: 4304 W. 24th Ave., Suite 100, Kennewick, WA 99338

Phone: 509-737-8939

Facsimile: N/A

Email: hmooers@hpmcorporation.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.21 Organizational Conflicts of Interest – Affiliate(s)

The prime contractor, HPM Corporation comprised of N/A is responsible for the completion of all aspects of this contract. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the Contracting Officer as provided herein, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the contractor must obtain the Contracting Officer's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

H.22 DOE-H-2018 Privacy Act Systems of Records (Oct 2014)

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

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-48	Security Education and/or Infraction Reports
DOE-50	Human Reliability Program Records
DOE-60	General Correspondence Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the Contracting Officer prior to contract award or as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, contractors must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

The “Privacy Act Notification” (FAR 52.224-1) and “Privacy Act” (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts.
Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of the H clause above identifying system of record DOE-33, “Personnel Medical Records,” along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.23 DOE-H-2020 Price-Anderson Amendments Act Noncompliance (Oct 2014)

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price-Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.24 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under clause FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.25 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)

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

H.26 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014)

Within 15 days after the Notice to Proceed, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72 entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.27 DOE-H-2041 Sustainable Acquisition under DOE Service Contracts (Oct 2014) (Revised)

(a) Pursuant to Executive Order 13693 entitled, *Planning for Federal Sustainability in the Next Decade*, the Department of Energy (DOE) is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as:

(1) Alternative Fueled Vehicles and Alternative Fuels;

(2) Biobased Content Products (USDA Designated Products);

(3) Energy Efficient Products;

(4) Non-Ozone Depleting Alternative Products;

(5) Recycled Content Products (EPA Designated Products); and

(6) Water Efficient Products (EPA WaterSense Labeled Products).

(b) The Contractor should become familiar with these information resources:

(1) Recycled Products are described at http://epa.gov/cpg.

(2) Biobased Products are described at http://www.biopreferred.gov/.

(3) Energy efficient products are described at http://energystar.gov/products for Energy Star products.

(4) FEMP designated products are described at http://www.eere.energy.gov/femp/procurement.

(5) Environmentally Preferable Computers are described at http://www.epeat.net.

(6) Non-Ozone Depleting Alternative Products are described at http://www.epa.gov/ozone/strathome.html.

(7) Water efficient plumbing fixtures are described at http://epa.gov/watersense.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.28 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)

(a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance of this Contract, it may become necessary for Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts in whole or in part supporting site work to this Contract.
The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the period of performance of this Contract, it may become necessary for DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.

(c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or

requests price adjustments, the Contractor will notify the Contracting Officer in writing. This Clause is required as a flow-down clause in all subcontracts.

H.29 DOE-H-2044 Material Safety Data Sheet Availability (Oct 2014)

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

H.30 Contractor Community Commitment

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

H.31 DOE-H-2046 Diversity Program (Oct 2014)

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within sixty (60) calendar days after the Notice to Proceed. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within thirty (30) calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

(1) A statement of the Contractor's policies and practices; and

(2) Planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor/protégé program, and businesses; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J Attachment entitled, *Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

H.32 DOE-H-2048 Public Affairs – Contractor Releases of Information (Oct 2014)

In implementation of the clause at DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.33 DOE-H-2050 Incorporation of Small Business Subcontracting Plan – Alternate I (Oct 2014)

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

(b) Prior to the beginning of each Government fiscal year, or other period as required by the Contracting Officer, the Contractor shall submit an individual subcontracting plan containing the annual subcontracting goals required by the clause at FAR 52.219-9 entitled, *Small Business Subcontracting Plan*, and any changes to the master subcontracting plan. The annual, individual subcontracting plan and changes to the master plan are subject to the Contracting Officer's approval; and the approved plan is incorporated by reference into the contract.

H.34 DOE-H-2051 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) Alternate II (Oct 2014)

(a) Pursuant to the clause at FAR 52.204-8 entitled, *Annual Representations and Certifications*, the Contractor's Online Representations and Certifications Application (ORCA) dated January 12, 2018 is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

(c) The following additional contractor Representations, Certifications and Other Statements are hereby incorporated into the contract by reference: None Included.

H.35 DOE-H-2055 Government Furnished Property (Oct 2014)

In accordance with the clause FAR 52.245-1 entitled, *Government Property* the Government will provide the property listed in Section J, Attachment entitled, *Government Furnished Property Inventory*.

H.36 DOE-H-2059 Preservation of Antiquities, Wildlife and Land Areas (Oct 2014)

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contacting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.37 Worker Safety and Health Program

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851 entitled, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

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

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.38 DOE-H-2080, Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

(a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

(1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(2) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.39 Ordering Procedure (Applies to IDIQ CLINs Only)

Performance under the IDIQ CLINs 0004, 1004, and 2004 shall be subject to the following ordering procedure:

(a) The Contractor shall not incur costs under these CLINs. Performance of the work described for these CLINs shall not commence until such time as a task order is issued for that work, and the cost of performance of that work shall only be allocable to task orders and modifications to task orders issued in accordance with this ordering procedure.

(b) Request for Task Proposals will be issued in writing by the Contracting Officer, including the following information:

(1) Performance-Based Statement of Work;

(2) Task Order Deliverables;

(3) The Task Order type;

(4) The anticipated performance period;

(5) Authorized travel;

(6) Any Government-furnished property;

(7) Task Order Proposal instructions including a proposal response time; and

(8) Applicable, additional clauses depending on the Task Order Type.

(9) Any other pertinent information.

(c) Within 30 calendar days, or sooner if specified by the Contracting Officer, after receipt of the Contracting Officer's request, the Contractor shall submit a task order proposal conforming to the request, prepared with the established rates within Section B.

(d) A Task Order will include, but is not limited to, the following information:

(1) Date of the order;

(2) Contract and Task Order numbers;

(3) Performance-Based Statement of Work, including references to applicable specifications;

(4) Task Order Performance Period;

(5) Task Order deliverables;

(6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);

(7) The total negotiated fixed price, ceiling price, or estimated cost and fee of the Task Order, and appropriate cost/price breakout for the specific task order type, if applicable;

(8) Obligated amount, accounting and appropriation data;

(9) The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact; and

(10) Any other pertinent information deemed necessary to the performance of the order.

(e) Task Orders will be issued on forms specified and provided by the Government. Task orders will be numbered.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), an undefinitized task order may be issued unilaterally. This may be applicable in the case of urgent or emergency work, for example. An undefinitized task order will include:

(1) Date of the order;

(2) Contract and Task Order numbers;

(3) Performance-Based Statement of Work, including references to applicable specifications;

(4) Task Order Performance Period;

(5) Task Order deliverables;

(6) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);

(7) Obligated amount, accounting and appropriation data;

(8) The names, addresses, and phone numbers of the applicable CO and COR as well as any other necessary points of contact;

(9) A Not To Exceed ceiling;

(10) A definitization schedule including a proposal response time;

(11) A requirement to establish separate accounting for the undefinitized action; and

(12) Any other pertinent information deemed necessary to the performance of the order.

(g) The Contracting Officer may modify tasks in accordance with any clause that allows modification of the order.

(h) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

(1) Contract number, task order number, and date of order;

(2) Task order price;

(3) Significant issues/problems associated with a task; and

(4) Status of all tasks issued under the contract.

H.40 DOE-H-2062 Personal Identity Verification of Contractor Personnel – Alternate I (Oct 2014)

(a) Pursuant to the clause at FAR 52.204-9 entitled, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2 entitled, *Laws, Regulations and DOE Directives*.

H.41 DOE-H-2063 Confidentiality of Information (Oct 2014)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.42 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services (Oct 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license

agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

H.43 DOE-H-2066 Safeguards and Security Program – Alternate I (Oct 2014)

(a) Pursuant to the clause at DEAR 952.204-2 entitled, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause at DEAR 970.5204-2 entitled, *Laws, Regulations and DOE Directives*.

H.44 DOE-H-2068 Conference Management (Oct 2014)

The Contractor agrees that:

(a) The Contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the Contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015, entitled *Updated Guidance on Conference-Related Activities and Spending*.

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

(i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

(ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The contractor authorizes use of its official seal, or other seals/logos/trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(e) The contactor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department's Conference Management Tool, including:

(1) Conference title, description, and date,

(2) Location and venue,

(3) Description of any unusual expenses (e.g., promotional items),

(4) Description of contracting procedures used (e.g., competition for space/support),

(5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees),

(6) Number of attendees.

(f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the Contracting Officer.

(g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the Contracting Officer.

(1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

(i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference); or

(ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.

(2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

(3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

(1) Track all conference expenses.

(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.

(j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.45 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Not Applicable to Fixed-Price)

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100 percent of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55 percent of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

(5) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

H.46 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

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

Pursuant to the clause at DEAR 952.215-70, *Key Personnel*, the required key personnel for this contract are identified below: Name	**Position**
Hiram (Seth) Whitmer	Program Manager
Karen Phillips	Site Occupational Medical Director (SOMD)
Bessie Ang	Nursing Director
Teresa Underwood	Business and Contracts Manager

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

(1) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the Contract. All key personnel shall be assigned full-time to their respective positions and physically located on the Hanford Site or within the local area. The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to key personnel.

(2) The Business and Contracts Manager and Nursing Director positions shall not remain vacant for more than 60 calendar days.

(3) The Site Occupational Medical Director (SOMD) and Program Manager positions shall not remain vacant for more than 90 calendar days.

(4) Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.

(b) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

(1) Key personnel are considered "managerial personnel" under the clause at DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.

(2) For the purposes of this Clause, "Changes to Key Personnel", is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts as a key person for short periods of time, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute key person for assignment to the Contract; or (iii) assigning a current key person for work outside the Contract.

(3) For the purposes of this Clause, "Beyond the Contractor's Control" is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel".

H.47 Qualifications of Key Personnel

(a) Program Manager: The Program Manager, who has overall management, operating, and contracting authority for the Contractor, shall have a minimum of five years of recent management and supervisory experience in a similar position wherein responsibilities entailed managerial/supervisory oversight of the type of work scope described in Section C. In addition, the Program Manager shall possess a Master of Business Administration (MBA), Master of Science in Business (MS-Business), Master in Public Health (MPH), or Master in Health Administration (MHA) degree from an accredited college or university. Graduate level coursework in the health administration field is required. In addition, the Program Manager must be eligible for a DOE Access Authorization. Federal Government experience is desirable.

(b) SOMD: The SOMD, who has responsibility for overseeing the provision of Hanford Occupational Medical Services and advising DOE on medical issues, shall possess a valid, unrestricted license to practice medicine in the State of Washington; be certified in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health and Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The SOMD shall have a minimum of three years of experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C. In addition, the SOMD must be eligible for a DOE Access Authorization. Federal Government experience is desirable.

(c) Business and Contracts Manager: The Business and Contracts Manager shall have a minimum of five years of recent experience in a similar position wherein responsibilities entailed business/contracts oversight and administration, preferably in the Federal Government. In addition, the Business and Contracts Manager shall possess a Bachelor's degree in a business or contracts related field.

(d) Nursing Director: The Nursing Director, who has supervisory responsibility of the nursing staff, shall be a Certified Occupational Health Nurse (COHN) and possess, at a minimum, a Bachelor of Science in Nursing (BSN) degree. A Master of Science in Nursing (MSN) or a relevant field (e.g., MBA, MS-Business, MPH) is desirable. The Nursing Director shall have a minimum of five years nursing supervisory experience in an occupational health setting of similar complexity and have knowledge of accreditation standards, risk management principles and practice, and quality improvement processes. Experience in leading a clinical element supporting organizational achievement of accreditation by a national accreditation body is highly desirable. The Nursing Director shall have successfully completed the American Heart Association (AHA) training in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS). BLS and ACLS certifications shall be maintained and current at all times.

Key personnel must be eligible for an "L" DOE Access Authorization.

H.48 Qualifications of Medical Personnel – Non-Key Personnel

The highly desired qualifications for medical personnel, other than those listed in Section H clauses entitled, *Key Personnel – Alternate I*, and *Qualifications of Key Personnel*, are as follows:

(a) Physicians: Physicians shall possess a Medical Doctor (MD) or Doctor of Osteopathy (DO) degree and a valid, unrestricted license to practice medicine in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care specialty (e.g., OEM, Internal Medicine, Family Practice, Emergency Medicine, AM, Public Health and PM, Physical Medicine, and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the AHA training in BLS and

ACLS. BLS and ACLS certifications shall be maintained and current at all times. It is highly desirable that physicians be board certified in OEM, and it is highly desirable for the beryllium lead physician to have a background history of clinical practice in the diagnoses and/or treatment of occupational pulmonary diseases. In addition, physicians must be eligible for a DOE Access Authorization.

(b) Physician Assistants: Physician assistants shall be licensed in the State of Washington (RCW 18.71A entitled, *Physician Assistants*, applies). The physician assistants shall have a minimum of two years of clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times.

(c) Psychologists: Psychologists shall hold a doctoral degree from a clinical psychology program that includes completion of a one year clinical internship approved by the American Psychological Association or an equivalent program; they shall have accumulated a minimum of three years postdoctoral clinical experience with a major emphasis in psychological assessment (test) and a valid, unrestricted license to practice clinical psychology in the State of Washington. In addition, the psychologists must be eligible for a DOE Access Authorization.

(d) Nurse/Nurse Practitioner: Nurses and nurse practitioners (i.e., Registered Nurses [RN], Licensed Practical Nurses [LPN], Nurse Practitioners [NP], Advanced Registered Nurse Practitioners [ARNP]) shall be licensed in the State of Washington (RCW 18.79 entitled, *Nursing Care*, applies). They shall have a minimum of two years of clinical experience in provision of general medical services. Clinical experience in providing Occupational Health services is highly desirable. They shall have successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times.

(e) Case Manager: Case Managers shall be RNs currently licensed in the State of Washington with a BSN. A COHN credential is desirable but Certification as a Case Manager is preferred.

Case Managers must possess three years of experience in Occupational Health Nursing, with documented case management experience, and an understanding of workers' compensation and return to work processes.

At a minimum, Case Managers must have familiarity with the *Civil Rights Act of 1964*, *Federal Rehabilitation Act of 1973*, and *Americans with Disabilities Act of 1990*. Case Managers shall have successfully completed the AHA BLS training course and maintain a current BLS certificate.

(f) Epidemiologist: The Epidemiologist shall have experience in a chemical/decontamination and decommissioning/nuclear industrial occupational medical epidemiological surveillance setting, which should include previous experience in the following areas: evaluating the health experience of employees exposed to a known concentration or below commonly accepted occupational exposure limits (OEL), estimation of baseline rates of illness and mortality, screening mechanism for identifying excess risk of illness, and providing assistance in the design and interpretation of special studies. The minimum educational requirement is an undergraduate degree in biological sciences and a master's degree from a school of public health in the subject of epidemiology; a PhD in the subject area is preferred. The epidemiologist shall have a minimum of two years of experience in performing complex analysis and drafting comprehensive reports and presentations for high level, decision making audiences.

(g) Certified Medical Assistant: The Certified Medical Assistant shall be certified by the State of Washington based upon WAC 246-827 entitled, *Medical Assistants*. A Medical Assistant Registered credential certified by the State of Washington per WAC 246-827 may also serve in this capacity.

(h) Certified Industrial Hygienist: The Certified Industrial Hygienist (CIH) shall be certified by the American Board of Industrial Hygiene and have industrial hygiene experience in a chemical/D&D/nuclear industrial setting, which should include experience in evaluating workplace environments where the potential for exposure to chemical substances (mixtures) are below commonly accepted OELs. It is desirable for the CIH to possess the skills, knowledge, and experience to provide assistance in the design, performance, controls, and/or interpretation of epidemiological studies and physical agents (including health impacts). Knowledge and experience in the evaluation of potential beryllium exposure and controls is desirable.

(i) Registered X-Ray Technician: The Registered X-Ray Technician shall possess a current registration with the Washington State Department of Health per RCW 18.84 entitled, *Radiologic Technologists*.

(j) Phlebotomist: The Phlebotomist shall be certified consistent with WAC 246-827-0400 entitled, *Medical assistant-phlebotomist—Certification and training*.

(k) Receptionist: The Receptionist shall possess an Associate Degree in medical reception or medical office technology or possess a high school diploma or equivalent with completion of certificate program in medical reception or medical office technology.

(l) Clinic Director: The Clinic Director, who has operational responsibility for the provision of all medical services, shall possess an MD or a DO degree or an MPH or MHA degree. The Director shall have a minimum of three years of experience in provision of occupational medical services similar in complexity and type to the services described in Section C.

(m) Substance Abuse/Medical Review Officer: The Substance Abuse/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations, shall be a currently licensed MD or DO in the State of Washington and shall hold current Medical Review Officer certification. This Officer shall have completed an internship or one year of residency in a primary care specialty (OEM, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:

1) Providing primary health care and primary occupational health care;

2) As a Medical Review Officer with oversight of substance abuse rehabilitation;

3) Receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results; and

4) Performing Medical Review Officer duties in accordance 49 CFR 40 entitled, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*.

The Substance Abuse/Medical Review Officer function may be performed by any one of the qualified staff physicians and does not have to be a full-time discrete position within the Contractor's organization. The physician filling this position shall have successfully completed the AHA training in BLS and ACLS. BLS and ACLS certifications shall be maintained and current at all times.

(n) Risk Communicator: The Risk Communicator shall be an MD with an MPH degree (preferred). The Risk Communicator shall have a minimum of five years of experience in risk communication, preferably in the public or Government arena. Risk Communicator experience shall include promoting understanding by interfacing and facilitating discussion of complex, potentially emotionally charged issues within diverse groups. Experience working with groups of workers in an industrial setting and working with the public is highly desirable.

(o) Health Education Specialist: The Health Education Specialist shall implement preventative health care programs, assist with health care management, be involved in health care training, and hold a Bachelor's degree with proper certifications.

The Contractor shall demonstrate alignment with stated qualifications and/or how substitution provides benefit to the Government.

Non-Key personnel must be eligible for an "L" DOE Access Authorization.

H.49 Accreditation Requirements

(a) The Contractor shall meet the accreditation requirements established in this clause and ensure personnel supporting this contract meet the education, certification, and licensing requirements pertaining to their positions.

(b) The Contractor shall achieve and maintain accreditation for occupational health services from the Accreditation Association for Ambulatory Health Care (AAAHC), in accordance with the Contractor's accreditation plan.

(c) The Contractor shall achieve such accreditation no later than 24 months after contract award.

(d) The Contractor shall:

(i) Submit to the DOE COR within 3 business days all communications to and from the AAAHC, including but not limited to, all reports, letters, and comments from surveyors and other officials from or representing the accrediting body.

(ii) Submit to the DOE COR within 10 business days from receipt of notification of deficiencies or non-compliance an action plan with timelines outlining how all deficiencies or non-compliance with policies, procedures, or standards (includes both partially compliant and non-compliant) will be corrected with monthly progress reports until all deficiencies or non-compliances have been corrected to the satisfaction of the accrediting body and the DOE COR.

(iii) Submit all quality indicators submitted to the AAAHC, to the DOE COR within five business days of submittal to AAAHC.

H.50 DOE-H-2071 Department of Energy Directives (Oct 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2 entitled, *Requirements Sources and Implementing Documents*, or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1 entitled, *Changes-Fixed Price-Alt. I*, FAR 52.243-2 entitled, *Changes-Cost Reimbursement-Alt I*, and FAR 52.243-3 entitled, *Changes-Time-and-Materials or Labor-Hours*.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.51 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

(a) The Government will provide Government-owned and/or -leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clauses FAR 52.245-1 entitled, *Government Property*, and FAR 52.251-2 entitled, *Interagency Fleet Management System (IFMS) Vehicles and Related Services*, as applicable.

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or leased motor vehicles in a responsible and safe manner to include the following requirements:

(1) Use vehicles only for official purposes and solely in the performance of the contract.

(2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.

(3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.

(4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.

(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.

(6) Use seat belts while operating or riding in a Government vehicle.

(7) Do not use tobacco products while operating or riding in a Government vehicle.

(8) Do not provide transportation to strangers or hitchhikers.

(9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.

(10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall -

(1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and

(2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

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

H.52 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.53 DOE-H-2076 Lobbying Restrictions (Oct 2014)

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

Other Clauses

H.54 Subcontracted Work

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 20 percent of the Total Contract Value at time of Contract award (exclusive of the maximum value under the IDIQ CLINs). At least half of the 20 percent of the total Contract value (10 percent of total Contract value) shall be performed by small businesses. The Contractor's subcontracted work shall be in compliance with its approved Section J, Attachment entitled, *Small Business Subcontracting Plan*. Unless otherwise approved in advance by the Contracting Officer, work to be performed by subcontractors selected after contract award shall be acquired through competitive procurements to the extent required,

with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-type, time-and-materials, and labor-hour subcontracts shall be minimized.

Subcontracts with affiliates, if consented by the CO in accordance with the Section H clause, *Organizational Conflict of Interest – Affiliate(s),* shall not apply towards meeting the 20 percent subcontract requirement stated above.

The Small Business Subcontracting Plan shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is defined as discrete and distinct technical or programmatic scopes of work within the PWS that directly contribute to the accomplishment of the mission.

H.55 Emergency Clause

(a) The DOE Richland Operations Office (DOE-RL) Manager and/or the DOE Office of River Protection (DOE-ORP) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site. In the event that either the DOE-RL or DOE-ORP Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct, through the Contracting Officer's Representative or Contracting Officer as appropriate, any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee, through the Contracting Officer's Representative or Contracting Officer, may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

H.56 Security, Operational Security, and Information Security

(a) The Contractor shall comply with all DOE security requirements.

(b) Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by Contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified, unclassified sensitive, or export controlled information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.

(c) The Contractor shall identify a point of contact within their organization as the Contractor's representative for Operational Security (OPSEC) on the Hanford OPSEC team.

(d) All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, shall be directed to the Contracting Officer if the resolution requires dissemination of official information.

(e) No part of this section shall be construed so as to discourage appropriate reporting of allegations of waste, fraud, or abuse.

H.57 EM-H-1001 U.S. Department of Energy Office of Environmental Management Quality Assurance Program (QAP) (May 2018)

(a) The Contractor shall implement a Department of Energy (DOE) approved Quality Assurance Program (QAP) in accordance with the current revision as of the date of this solicitation, of the *Environmental Management (EM) Quality Assurance Program (QAP)*, EM-QA-001, prior to conducting work under the contract.

The Contractor's QAP shall document the method for determining which quality requirements are flowed down to subcontractors and suppliers and the process used for implementation of that method, including flow-down of EM-QA-001.

The Contractor's QAP shall document the basis for the graded approach (as defined in DOE Order 414.1D and EM-QA-001) and process used for implementation of that approach.

Contractors have three options for complying with the QAP contract requirement:

1. Develop and submit, for DOE approval, a new QAP;
2. Adopt the prior Contractor's DOE-approved QAP (if available); or
3. Modify the prior Contractor's DOE-approved QAP (if available) and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a Contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1D.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

Consistent with the approved QAP, the Contractor shall develop/adopt and implement a comprehensive Issues Management System (as defined in DOE Order 226.1B) for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

(b) The Contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of subcomponents only from original equipment manufacturers, original equipment manufacturer-authorized distributors, or vendors with a documented successful history with the supplier when such subcomponents are part of the contract scope. The Contractor shall determine the original equipment manufacturers, original equipment manufacturer-authorized distributors, or vendors with a documented successful history with the supplier in accordance with EM-QA-001 requirements. If there appears to be a conflict between the Quality Assurance Program clause and other contract clauses in this contract, the Contracting Officer shall accomplish a written justification documenting the application of the Quality Assurance Program contract clause as it applies to manufacturers, distributors, and vendors.

H.58 Information

(a) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain UCNI as determined pursuant to Section 148 of the *Atomic Energy Act of 1954*, as amended.

The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I clauses entitled, DEAR 952.204-2, *Security Requirements*, and DEAR 952.204-70 entitled, *Classification/Declassification*.

(b) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (b), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

(c) The Government reserves the right to require the Contractor to include this clause or a modified version of this clause in any subcontract as directed in writing by the Contracting Officer.

H.59 Legal Management

(a) The Contractor shall utilize necessary legal support to perform contractual requirements and comply with 10 CFR 719 entitled, *Contractor Legal Management Requirements*.

(b) As required by the Contracting Officer, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to: case preparation, document retrieval, review and reproduction,

witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

(c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:

DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, *Equal Opportunity*, FAR 52.222-35 entitled, *Equal Opportunity for Veterans*, and FAR 52.222-36 entitled, *Equal Opportunity for Workers with Disabilities*.

DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both), associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the contract, such as those covered by FAR 52.222-26 entitled, *Equal Opportunity*, FAR 52.222-35 entitled, *Equal Opportunity for Veterans*, and FAR 52.222-36 entitled, *Affirmative Action for Workers with Disabilities*, where the Contracting Officer determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the contract (e.g., reasonable, allocable, etc.).

Hanford Specific Clauses

H.60 Energy Employees Occupational Illness Compensation Program Act

The Contractor shall provide support of the Energy Employees Occupational Illness Compensation Program Act (EEOICPA) established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398) and Part E of the Act amended in 2004. The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

(a) Provide occupational medical records of all claimants as requested by DOE. Requests for occupational medical records are shared with Contractor via share drive that is checked by Contractor every day. After occupational medical record is complete, the Contractor shall return completed record via the same share drive.

(b) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees.

(c) Provide reports, as directed by DOE, such as costs associated with EEOICPA.

(d) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE-RL.

(e) Locate, retrieve and provide a copy of any other program records as requested.

(f) Perform records research needed to complete the DOL claims or to locate records needed to complete the claims or other related EEOICPA requests.

(g) REMOVED

(h) Ensure all EEOICPA claims received are completed and returned to DOE-RL within 45 calendar days of the date entered in the Federal Compensation Program Act electronic reporting system.

(i) The request is placed in the shared drive. In the case of imminently terminal claimants, every effort shall be made to have the medical records available within 24 hours.

H.61 Advance Understanding on Costs

DOE and the Contractor will, within 60 days after NTP, reach advance understandings regarding cost reimbursable portion under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. Generally, DOE expects the incurrence of costs to be consistent with the Contractor's corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2 entitled, *Contracts with Commercial Organizations*, as supplemented by DEAR 931.2 entitled, *Contracts with Commercial Organizations*. Advance understandings will be appended to the Contract in the Section J Attachment entitled, *Advance Understanding of Costs*.

H.62 Radiological Site Services and Records, and Occupational Medical Services and Records

(a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medicine services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and occupational medicine services as required by Section C, Statement of Work, Government-Furnished Services and Information (GFS/I).

(b) RSS are obtained as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I Clauses entitled, DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records*, and DEAR 970.5204-3 entitled, *Access to and Ownership*, of Records are implemented as follows with respect to radiological records: all radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J, Attachment J-3 entitled, *Hanford Site Services and Interface Requirements Matrix*, and are the property of DOE.

(c) Occupational medicine services are provided under this Contract by the Hanford Site occupational medicine services contractor as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause DEAR 970.5204-3 entitled, *Access to and Ownership of Records*, is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.63 Allocation of Responsibility and Liability for Contractor and U.S. DOE Environmental Compliance Activities

(a) In this Clause:

1. "Environmental" requirements means requirements imposed by applicable federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses; and

2. "Party" means either the Contractor or DOE.

(b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:

1. The cognizant regulatory authority fines or penalizes;

2. Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;

3. Is a permittee; or

4. Is the named subject of an enforcement action or assessment of a fine or penalty. Consequently, if the Contractor causes a violation:

   i. All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and

   ii. In accordance with Section I Clause DEAR 952.231-71 entitled, *Insurance-Litigation and Claims*, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are specifically disallowed. However, if the Contracting Officer provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with DEAR 952.231-71 entitled, *Insurance-Litigation and Claims*. If the Contractor proceeds with the action without the prior written authorization of the Contracting Officer, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

H.64 Payments and Advances

(a) Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after:

(1) Compliance by the Contractor with DOE patent clearance requirements, and

(2) The furnishing by the Contractor of:

(i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this Contract, or other credits applicable to allowable costs under the Contract;

(ii) A closing financial statement;

(iii) The accounting for Government-owned property required by the Section I Clause entitled, FAR 52.245-1, *Government Property*; and

(iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:

(A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;

(B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the Contracting Officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this Clause, whether in litigation or not (see also Section I Clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*);

(C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and

(D) Claims recognizable under the Section I Clause entitled, DEAR 952.250-70, *Nuclear Hazards Indemnity Agreement*.

(3) In arriving at the amount due the Contractor under this Clause, there shall be deducted:

(i) Any claim which the Government may have against the Contractor in connection with this Contract, and

(ii) Deductions due under the terms of this Contract and not otherwise recovered by or credited to the Government.

(b) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the CO finds that action is not in the best interest of the Government.

(c) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to Section I Clause entitled, DEAR 970.5204-2, *Laws, Regulations, and DOE Directives* and, to the extent consistent with

those requirements, shall be made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.

(d) Direct Payment of Charges. The Government reserves the right, upon ten (10) days of written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor.

(e) Determining Allowable Costs. The Contracting Officer shall determine allowable costs in accordance with FAR Subpart 31.2 entitled, *Contracts with Commercial Organizations*, and FAR Part 931 entitled, *Contract Cost Principles and Procedures*, in effect on the date of this Contract and other provisions of this Contract.

(f) Certification and Penalties. The Contractor shall prepare and submit a "Final Indirect Rate Proposal" in accordance with Section I Clause entitled, FAR 52.216-7, *Allowable Cost and Payment*/DEAR 952.216-7 entitled, *Allowable Cost and Payment*, for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the Contracting Officer.
The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the *Federal Property and Administrative Services Act of 1949* (41 U.S.C. 256), as amended.

H.65 Financial Management System Requirements

(a) The Contractor shall operate and maintain a financial management system that:

(1) Conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, Cost Accounting Standards, and DOE requirements;

(2) Provides accurate, reliable, and auditable financial and statistical data on a timely basis;

(3) Ensures accountability for all assets;

(4) Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as budget and reporting classification numbers, program task numbers, and local projects/tasks;

(5) Restricts the movement of funds between project baseline summaries (PBS) consistent with Congressional appropriation language;

(6) Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);

(7) Integrates and reports the financial information for subcontractors; and

(8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.

(b) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system 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.

(c) The Contractor shall provide the following reports, as well as, other reports required by the PWS or other contract section requirements:

(1) Annual Estimated Property Fire Valuation Report;

(2) Monthly Contract Funds Status Report;

(3) Semi-annual Property Reconciliations and Data;

(4) Quarterly Improper Payment Reports and Annual Improper Payment Report and Risk Assessment, consistent with DOE Headquarters improper payment guidance;

(5) Monthly Reconciliations between Invoice Summaries and Detailed Transaction Data in Microsoft Excel® format;

(6) REMOVED;

(7) Quarterly International Transactions and Foreign Currency Report;

(8) Quarterly Labor Timekeeping data in Microsoft Excel® format;

(9) Quarterly P-card transaction reports in Microsoft Excel® format;

(10) REMOVED;

(11) Monthly Accruals and Supporting Detail;

(12) Reports and Information Supporting 3rd and 4th Quarter DOE Financial Statement Disclosures;

(13) Requests for Information Supporting Office of Management and Budget Circular No. A-123; Management's Responsibility for Enterprise Risk Management and Internal Control;

(14) Annual Management Representation Letter;

(15) Annual Proposed Provisional Billing Rates;

(16) Semi-annual Workers' Comp Analysis Support;

(17) Monthly Capitalized Property Reports including Software Capitalization (if applicable);

(18) Annual Technology Transfer Reports;

(19) Conference Management Reports;

(20) Other Miscellaneous Reports/Data Requests from DOE Chief Financial Officer (CFO) Office and Environmental Management (EM) Office.

H.66 Mentor-Protégé Program

Both DOE and the Small Business Administration (SBA) have established Mentor Protégé Programs to encourage Federal prime Contractors to assist small businesses, firms certified under Section 8(a) of the *Small Business Act* by the SBA, other small disadvantaged businesses, women-owned small businesses,

historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing its business abilities. Within 90 days of transition start and continuing throughout the Contract period of performance, the Contractor shall mentor one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Contract.

(a) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70 entitled, *The Department of Energy Mentor-Protégé Program*.

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

H.67 Counterintelligence Site Specific Requirements

Pursuant to Executive Order 12333 entitled, *United States Intelligence Activities*, and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers, or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE O 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements.
These requirements are set forth locally in the Site Counterintelligence Support Plan (SCSP). The local CI Program is managed and administered by the Headquarters DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Pacific Northwest Field Office with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.68 Use of DOE Facilities, Commercial Lease Space, and Mobile Offices

Use of DOE Facilities

The Contractor may conduct programs such as local community assistance to mitigate adverse impacts of closure or reconfiguration of DOE facilities. Such programs may provide for the lease or transfer of DOE property at less than fair market value in accordance with the Hall Amendment (Public Law 103-160, Sections 3154 and 3155). The CO must approve, in writing, prior to any lease or transfer of DOE property under this program. Any lease or transfer of property under this program must also be approved and executed (issued) by the DOE Realty or Personal Property Officer, as appropriate.

Use of Commercial Lease Space

The Contractors Acquisition of real property (i.e., leasing commercial space) must be conducted in accordance with applicable federal laws and regulations. Hanford Site Contracts include clause 48 CFR 952.217-70 entitled, Acquisition of Real Property. The Policy associated with clause 48 CFR 917.74 entitled, Acquisition, Use, and Disposal of Real Estate references that "acquisitions shall be justified with documentation." In addition, 48 CFR 31.205-36 entitled, Rental Costs, requires contractors to meet requirements applicable for the cost of renting or leasing real property. Lease packages submitted to DOE for approval, as required by DEAR 952.217-70, shall provide adequate information to meet the requirements set forth herein (e.g., market survey, cost per usable square foot, and total costs). This includes meeting federal sustainability guiding principles, building efficiency requirements, space utilization requirements, and recording acquisitions in the Facility Information Management System.

The Contractor shall:

- Record planned real property acquisitions in real property planning documentation and in the FIMS Anticipated Asset Information Module, regardless of the acquisition method or funding source;
- Ensure newly constructed, renovated, or newly leased building area designated for office use does not exceed the DOE's office space design standard (an average of 180 square feet of usable area per person), regardless of predominant use of the building unless otherwise approved by a DOE Realty Officer; and
- Ensure that acquisition by lease, except when otherwise exempt, complies with the lease scoring requirements of the OMB.

The following list of requirements applies when submitting a lease approval package to the applicable DOE CO. The CO will submit the final packet (Transmittal Letter, Lease Justification and Lease Agreement) to the DOE Realty Specialist for review and concurrence. The lease approval package shall demonstrate how the requirements listed below were met within the "Justification" narrative of the final submittal.

The items listed below are DOE's requirements for lease acquisitions above 12,000 usable square feet. For lease acquisitions below 12,000 usable square feet, providing evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur), is not required.

The DOE Realty Specialist has authority for acquisition of real property for cost reimbursable contracts on the Hanford Site. As such, sole-source justifications must be approved by the DOE Realty Specialist prior to the Contractor beginning negotiations with a landlord.

The Contractor shall:

- Identify the need and reason for the lease space being pursued and its physical location. Confirm no other Government space was available for use.
- Explain the delineated area for lease acquisition (especially if there are limitations on the desired physical location of the space). Define the type, size and specific requirements of space needed.
- Provide evidence that competition was sought and the type of method used (i.e., adequate advertisement to potential interested parties did occur).
- Record/document that a solicitation for offers was issued, and to whom.
- Conduct market surveys.
- Disseminate, collect, and review responses to the RFPs.
- Conduct negotiations based on proposals received.
- Identify the Lessor of choice based on the acceptable offer (i.e., lowest price per square foot or the offer that is most beneficial to the Government). Include a cost analysis (table) of terms and options, which identifies costs per usable square foot and total costs.
- Reference the market analysis tools used (e.g., independent market survey, analysis, or formal appraisal by a licensed State of Washington appraiser) to determine fair market value.
- Lease Language:

  - No termination clause longer than 365 days.
  - Negotiate the best deal with the shortest escape clause possible.
  - Include provisions for reassignment of the lease to DOE or its contractors.

- Make every effort to acquire LEED facilities during the Real Property Lease Acquisition process. When soliciting space for Real Property Lease Acquisitions, indicate that a preference for LEED certified facilities will be given during the review of proposals. There are four LEED standards: Certified, Silver, Gold, and Platinum. The DOE preference is the Silver level or higher. Documentation of the effort to acquire LEED space at a standard through the advertisement and solicitation process is required within the Justification/Background narrative of Contractor Final Lease Packet Submittals.
- Leases shall be competed with adequate advertising, while making a solicitation for offer specific for acquisition of real property to potential interested parties, unless it is an RFP for service.
- If the Contractor believes it is in the best interest of the Government not to compete lease renewals for facilities they reside within and want to pursue a sole source opportunity, it shall:
  - Prepare a sole-source justification to demonstrate that a renewal is in the best interest of the Government, as opposed to advertising and sending out a solicitation for offer to seek competition.
  - Provide the DOE CRS (in advance), via the CO, with a sole-source justification for approval, prior to beginning negotiations with a landlord.
  - Present a narrative justification that includes associated cost analysis information specific to the stated need, while also including market survey information specific to the requirement for space the Contractor is trying to fill.
  - Conduct a market survey specific to the function, size and operational need.
  - Include sole-source justification documentation while identifying comparable facilities.
  - Requirements for the acquisition of real property will still apply, except those specific to competition and advertising.

Use of Mobile Offices

A mobile office rented or leased is procured as personal property and in most cases is installed and considered real property for its usable life. The Contractor shall obtain DOE approval, to include a review by the DOE Realty Specialist, to rent, lease or purchase a mobile office if the term is for more than one year. Mobile offices are to be treated as real property to capture maintenance costs consistently on the Hanford Site.

The Contractor shall adhere to the following:

- Submit requests to rent, lease or purchase a mobile offices for more than one year to DOE for review and approval.
- Unless there are exigent circumstances, DOE's review and approval is needed to allow any rented/leased mobile office to be place north of the Wye Barricade.

- Unless there are exigent circumstances, DOE's review and approval is needed if a mobile office is rented or leased for one year or less regardless of where they will initially be place on the Hanford Site.

H.69 Hanford Site Recreation Policy

The Contractor shall comply with the Hanford Site Recreation Policy, current version. The Contractor shall flow-down applicable requirements of this Clause to any subcontractors.

H.70 Hanford Site Services and Interface Requirements Matrix

(a) Controls

When services between prime contractors are offered and accepted, the U.S. Department of Energy (DOE) does not expect the requesting prime contractor to review or otherwise validate top-level, cross-cutting quality control, health, safety, and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements (e.g., Quality Program/Plan) are acceptable to DOE.
The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor's requirements shall be documented through interface documents.

(b) Right of Access

Hanford Site contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities in order to perform the service.

(c) Payment of Services

Fee-for-Service providers shall provide to DOE and make available to the user the basis for liquidation of the charge for usage-based services. The service rates shall be based on customer service level forecasts.

(d) Responsibility for Delivery of Service

The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors.

Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the contracting officer (CO). DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

(e) Direct Funded and Usage-Based Services Not Commercial Items

Unless specified otherwise by the CO, all "Direct Funded" and "Usage Based" Services (see Section J, Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*),

including all Information Technology and Management services under this Contract, are unique to the Hanford Site, and are not "commercial items" as defined by FAR 2.101. The Contractor shall not perform or arrange for the performance of Usage-Based Services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular Usage-Based Service to be acquired meets the FAR 2.101 definition of a "commercial item."

H.71 Emergency Procedures

This Clause supplements DOE-0223 entitled, *Emergency Plan Implementing Procedures*, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the DOE-RL Security and Emergency Services organization. When updates to the Procedure need to be made, the Emergency Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the Contractor will immediately contact the DOE-RL Contracting Officer for direction.

H.72 Organizational/Safety Culture

The Contractor shall adapt to DOE's and Hanford's organizational and safety culture and incorporate Site core values and behaviors into leadership principals, management behaviors, operational work planning, and work execution.

An Organizational/Safety Culture Sustainment Plan shall be developed, maintained, and implemented. On a quarterly basis, as a minimum, DOE shall be informed on the effectiveness of the improvement actions and plans to initiate new improvement actions. As part of the sustainment plan, measurement processes used to determine the current state of the organizational/safety culture and how new improvement actions were derived from the measurement processes will be reported to DOE annually.

H.73 Requirements for Information and Communication Technology (Section 508)

All work performed by the Contractor is expected to be of the highest quality in terms of accuracy, completeness, and timeliness and must meet or exceed the requirements of Section 508 of the *Rehabilitation Act* (29 U.S.C. 794d), as amended in 1998. All Electronic and Information Technology (EIT), as defined at FAR 2.101, supplied under this contract, must conform to the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology Accessibility Standards (36 CFR 1194). The applicable standards are available at: https://www.access-board.gov. All work performed by the contractor must conform to the success criteria listed in the Web Content Accessibility Guidelines (WCAG) 2.0. This information can be found at: https://www.w3.org/WAI/WCAG20/quickref/ and https://www.w3.org/WAI/intro/wcag20.

If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the contractor in writing. The Contractor shall, at no cost to the Government, repair or replace the non-compliant products or services within the period of time specified by the Contracting Officer. If the repair or replacement if not completed within the time specified, the Contracting Officer may:

(1) Cancel the contract, delivery or task order, purchase, or line item without termination liabilities; or

(2) In the case of custom EIT being developed for under this contract, have any necessary changes made or repairs performed by Government employees or by another contractor and the contractor must reimburse the Government for any expenses incurred thereby.

(3) For every EIT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor must, at the discretion of the CO, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever occurs first.

H.74 Employee Concerns Program

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program that implements all programmatic requirements in DOE Order 442.1A entitled, *Department of Energy Employee Concerns Program*, and DOE G 442.1-1 entitled, *Department of Energy Employee Concerns Program Guide*, and all superseding versions.

H.75 Partnering

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect for 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 their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.76 Transition to Follow-On Contract (July 2011)

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

(a) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner with the successor contractor.
The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(b) Within fifteen (15) days after contract award, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.

(c) This clause shall apply to subcontracts as approved by the Contracting Officer.

H.77 Subcontractor Timekeeping Records Signature Requirement

The Contractor shall obtain subcontractor timecards for all hourly employees for all non-fixed-price and cost reimbursable subcontracts and non-fixed-price and cost reimbursable sub tiers. Cost reimbursable type subcontracts are defined by FAR 16.301 and non-fixed-price subcontracts are set forth in FAR 16.601 and includes time-and-materials and fixed hourly rate subcontracts. The subcontract and sub tier timecards for these subcontract types must be obtained by the Contractor prior to the Contractor's payment of the subcontractor costs to the subcontractors and prior to billing DOE for these costs. The timecards must reflect actual hours worked. The subcontractor timecards must be signed by the subcontractor employee and certified by the subcontractor employee's supervisor prior to the Contractor obtaining them. The subcontractors and sub tiers performing work under cost-reimbursable and non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of cost reimbursable subcontractors and sub tiers. The audit shall be conducted to either Institute of Internal Auditors standards (if conducted internally) or GAGAS (if conducted externally), unmodified. This clause shall be flowed down to all cost reimbursable type and non-fixed price subcontracts and sub tiers.

H.78 Safety Act Coverage Not Applicable

The Government has determined that for purposes of this Contract the product(s) or service(s) performed or acquired under this Contract are neither presumptively nor actually entitled to a predetermination that the products or services are qualified anti-terrorism technologies as that term is defined by the *Support Anti-Terrorism by Fostering Effective Technologies Act of 2002* (SAFETY Act), 6 U.S.C. 441-444. This determination does not prevent sellers of technologies from applying for SAFETY Act protections in other contexts. Products or services in which either acceptance or pricing is made contingent upon SAFETY Act designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered allowable costs under the contract. See FAR subpart 50.2.

H.79 Organizational Conflict of Interest Between Hanford Site Contracts

Performance of the Contract will be limited throughout the Contract Period of Performance to a Contractor that is not concurrently performing the work scope under the Mission Support Contract (MSC) awarded in 2009; and not concurrently:

1. A prime contractor for the Hanford Mission Essential Services (HMESC) Contract; the MSC's successor contractor; or

2. An HMESC (or successor contractor) teaming member or subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and

Independence Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime Contractors and subcontractors described above.

H.80 Paid Leave Under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to Maintain Employees and Subcontractors in a Ready State (Applies to Fixed-Price and Time-and-Materials Types Only)

(a) In any request for equitable adjustment to the price (for a fixed-price type contract) or to the hourly rates and materials cost (for a time-and-materials type contract) of this contract, the Contractor may propose and the Government (without requiring consideration but precluding additional profit) will treat--for the purpose of beginning negotiations--as allowable (if otherwise allowable per federal regulations) the incurred or estimated costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID–19.

(2) The costs were incurred or will be incurred from March 27, 2020 through March 31, 2021.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement--

(1) Either: it has not received, has not claimed, and will not claim any other reimbursement for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement or an estimate of it has been reflected in the request for equitable adjustment.

(2) Its request reflects all applicable credits (estimated if necessary), including

(i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and

(ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

(d) The Government's treating--for the purpose of beginning negotiations--the costs as allowable, does not mean the Government--in determining the amount of the equitable adjustment is fair and reasonable--will agree to the Contactor's proposed adjustment to the price or to the hourly rates and materials costs.