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PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

H.1.1 Project Control System

- (a) The contractor shall propose a project structure that achieves safe and accelerated closure in the most cost-effective manner. The contractor shall establish, maintain and use a project control system that accurately reflects the project status relative to cost and schedule performance, and tracks progress against the approved baseline. This system shall be fully integrated with the financial accounting systems to ensure consistent reporting of costs and will be reviewed during the baseline review. The contractor shall maintain a project control system in accordance with the following requirements:
- (1) Contractor Requirements Document (CRD) DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets, October 13, 2000;
 - (2) Integrated Planning, Accountability, and Budgeting System Information Systems (IPABS-IS) Data Requirements, February 16, 1999, and subsequent updates;
 - (3) Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999, and subsequent updates;
 - (4) HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999.
- (b) The existing project control system may be used until such time as a replacement system is approved. The contractor shall evaluate the usefulness and cost effectiveness of the system and its relationship to the other site information systems. The evaluation shall also identify any enhancements or modifications that are necessary to bring the existing system into compliance with the requirements of the contract.

H.1.2 Baseline Development and Cost Collection

- (a) The contractor shall develop and submit a Columbus Closure Project (CCP) baseline consistent with the terms and conditions of this contract and their proposal within 60 days after award. The baseline shall be developed in accordance with the CRD to DOE Order 413.3 and include all of the scope identified in the Statement of Work (SOW). The Work

Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract. The contractor shall propose the WBS levels, which will jointly represent the Project Baseline Summary (PBS) level. The Contractor shall develop a WBS dictionary that includes an index and element definitions. DOE shall review and approve this baseline within 45 calendar days, or provide specific comments for resolution. The contractor shall develop a Risk Management Plan (RMP) that identifies the various internal and external risks to achieving the project baseline (including those identified in Clause H.2). The RMP will define and analyze programmatic risks and provide mitigating alternatives including their cost and schedule. The RMP shall be updated annually.

- (b) Cost estimates shall be integrated with the WBS and use estimating methodologies consistent with the CRD to DOE Order 413.3. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect and fee. The project control system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC) along with tracking of each of the Target Cost and Target Schedule.
- (c) Schedules shall be developed that integrate with the WBS. All project work scope shall be included regardless of funding source. The PBS will have an assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at a maximum at least one level below the PBS to develop time-phased budgets that are integrated with the schedule. Float analysis will be summarized at the PBS and total project levels.
- (d) The Government will use earned value to determine adjustments to the provisional fee payments. The contractor shall also propose three major milestones from the CCP baseline by September 1 of each year for approval by the CO. These milestones shall represent the significant physical accomplishments scheduled for each fiscal year. Performance against these milestones will be considered when determining adjustments to the provisional fee payments.
- (e) Any contractor requested changes or DOE directed written changes shall be addressed through the established change control process detailed in Section H.1.4. This process will not, in and of itself, have the authority to change the Target Project Cost and Schedule.

- (f) The contractor shall provide variance analyses for differences between planned and actual performance against the total project baseline and the Target Cost and Target Schedule. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods and shall be reported to DOE at the PBS level. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the CO. For variances greater than $\pm 10\%$, the analyses shall detail the causes for variance and corrective actions required.
- (g) The EAC for the closure project shall be evaluated monthly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.
- (h) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the PBSs.
- (i) Costs shall be collected at a charge number level and be able to be summed through the WBS, PBS and by major contractor functional organization. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

H.1.3 Project Reporting

- (a) The contractor shall provide monthly status reports on the total project (the PBS) in a format approved by the CO. The project currently has one PBS, should this increase, the contractor shall report by PBS. At a minimum, the status shall include cost and schedule variance at a suitable WBS level with rollup to the PBS, the status of major milestones, and critical technical or programmatic issues.
- (b) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract SOW, the CCP baseline, the approved WBS. The contractor's reporting system shall be able to provide for the following at the PBS level:
 - (1) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning
 - (2) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments

- (3) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.
- (c) The contractor shall provide the CO, or designated authorized representatives, access to any and all information and documents comprising the contractor’s project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the CO for control and approval authority, except during compliance reviews.

H.1.4 Baseline Change Management

- (a) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes shall be proposed when:
 - (1) Necessitated by significant project delays, events or other impacts
 - (2) The parties have negotiated an equitable adjustment in accordance with the Section I clause entitled, "Changes-Cost-Reimbursement" or other clauses of this contract.
- (b) The approval authority for any change to the Target Schedule or Target Cost (above that stated in Section B) shall be the Assistant Secretary for Environmental Management. Any change that would require additional funding (above that stated in Section B), shall be approved by the Assistant Secretary for Environmental Management.
- (c) Provided that the change does not increase Target Cost or Target Schedule as stated above, the baseline change control thresholds for cost shall be the lesser of the following:

DOE Headquarters	\$ <u>2,000,000</u> or 10% of the PBS annually
CCP	\$ <u>1,000,000</u> or 5% of the PBS annually
Contractor	Up to the CCP Level
- (d) Specific change control time frames for consideration and approval will be established by the CO. Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors. A record of all approved changes, at any level, shall be maintained through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. Ownership of Change Control Board records and Project Management records resides with DOE.

- (e) Any changes to Target Cost, Target Schedule or Target Fee shall be executed only through a contract modification by the CO pursuant to the contract terms and conditions. Baseline changes may not imply the need for changes to Target Cost, Target Schedule or Target Fee.

H.2 PROGRAMMATIC RISKS AND UNCERTAINTIES

- (a) Completion of the CCP will require the DOE and the contractor to successfully resolve, mitigate, eliminate, or avoid many types of risk. Risks to the public, and the environment are managed through the S&H Program identified in Section C.4.2. Risks to project schedule and cost are classified as programmatic risk and shall be managed through the Programmatic Risk Management process within the Project Management System identified in Section H.1. The contractor shall incorporate the risk mitigation alternatives in the Risk Management Plan described in Clause H.1.2.
- (b) The DOE has identified the following programmatic uncertainties within the project.

Table H-2 Risks and Uncertainties

#	Uncertainty	Description
1	Estimated Waste Volumes	There is a large volume of characterization data which has been gathered since the inception of the BCDLP at the WJN Site. Some areas remain uncharacterized at the time of the RFP and the existing characterization data could be incorrect or misinterpreted. The Waste Management section of the Statement of Work provides estimates of the quantities of wastes to be generated.
2	Waste Receiver Site Availability	The access and availability to sanitary, radiological, hazardous, and mixed waste disposal sites is variable. There is currently a sufficient number of disposal sites, but the status and availability of disposal sites may change.
3	Discovery of Additional Contamination in Buildings	There is a large volume of existing survey and characterization data available from inside the buildings. Some areas remain uncharacterized and the existing data could be incorrect or misinterpreted. It is estimated that most of the demolished building materials (with the exception of JN-1) will be free releasable to a sanitary landfill for disposal.
4	Regulatory Disapproval of Clean Up Levels	The contractor is responsible to restore the WJN Site to unrestricted radiological use. The specific release criteria are provided in two technical basis documents for surface and volumetric release based upon NUREG 5849 guidance. The NRC recognizes this methodology for license termination activities. However, the release criteria for USEPA are different than NRC.
5	BMI and NRC's Oversight Role	NRC regulates the WJN Site. BMI is the owner of the site and the holder of the NRC license. NRC will continue to regulate BMI and hold it accountable for complying with the license. BMI will have stop work authority over the DOE Contractor

		were there is an imminent danger situation. The Contractor will be responsible for any regulatory fines or penalties which BMI incurs from the activities of the DOE Contractor.
6	Groundwater Issues	The foundations and below grade structures of several buildings are known to be infiltrated by groundwater. The current groundwater sample data does not indicate contamination but the actual extent of contamination, if any, and the quantity of groundwater is not fully known.
7	The IVC does not Concur with the Contractor's Results	The Independent Verification Contractor must perform independent survey and sampling requirements and concur with the Contractor's final release status survey. The final certification package cannot be prepared without this concurrence.

- (c) The contractor shall provide its assessment of the impact these uncertainties may have on project cost and schedule. If, in the contractor's opinion, the risk to cost and schedule is significant, the contractor shall describe its approach to eliminate, avoid, or mitigate the risks.
- (d) The contractor shall identify other significant uncertainties contained within the SOW that, in its opinion, are not listed above and provide a significant risk to cost and schedule. The contractor shall describe its approach to eliminate, avoid or mitigate these additional risks.
- (e) When developing approaches to eliminate, avoid or mitigate risks to cost and schedule, the contractor may propose an allocation of risk responsibility to the organization best suited to manage the risk. This can result in the contractor assuming total responsibility, the DOE assuming total responsibility, or a clearly defined method of sharing risk responsibility between the DOE and the contractor.
- (f) The contractor shall identify its approach for identifying future uncertainties and their associated programmatic risks. The contractor shall describe how it will manage and communicate uncertainty and risks to DOE during the performance of the contract.

H.3 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

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

- (1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.4 DOE CONTRACT ADMINISTRATION AND OVERSIGHT

- (a) The CCP presents significant work scope challenges to the contractor, and makes it imperative that the DOE has a focused approach for providing oversight of contractor work. This approach shall provide effective DOE oversight of project work, yet it must not present the contractor with burdensome or "non-value added" work related distractions.

The DOE oversight approach shall include reviews of periodic administrative progress reports submitted by the contractor and direct observation by DOE employees of contractor work in progress.

- (b) The DOE oversight activities will focus primarily on a safe, accelerated closure of the CCP. The DOE oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The areas of oversight are:
- (1) Project Management Oversight: This includes daily field inspections and the monthly assessment of project status, which will be used to determine and validate project performance.
 - (2) Contract Management Oversight: Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.

- (3) Financial Management Oversight: The DOE will review all budgetary data submitted by the contractor to be provided into IPABS. The DOE will review the status of all designated Ohio management commitments. The DOE will monitor and audit contractor funds management practices and procedures to ensure compliance with applicable regulations and statutes.
- (4) Daily Oversight: The DOE Project Director and Subject Matter Experts will conduct daily oversight and assessments. The purpose of these contacts will be to assess performance. In addition to this daily involvement, the contractor shall support:
 - (i) Senior management walk-throughs, conducted in scheduled areas of the project or locations where significant work is ongoing.
 - (ii) Specific tours of buildings during the decontamination activities or just prior to demolition, or soil excavations.
 - (iii) Periodic walk-throughs by the regulators, site/facility owner or DOE Headquarters personnel.
 - (iv) Employee concerns elevated to the DOE for evaluation.

H.5 GOVERNMENT FURNISHED SERVICES AND ITEMS (GFSI)

- (a) The contractor shall provide the CO a projection of its needed Government Furnished Services and Items (GFSI), identified in Table H-5 within thirty (30) calendar days after the effective date of the contract and quarterly thereafter. Amendments to the projection, if any, shall be provided to the CO 45 calendar days in advance of the GFSI need date.
- (b) The DOE will review each contractor submittal of GFSI needs and, within 15 calendar days, shall notify the contractor whether it will provide the requested GFSI. If DOE cannot provide the requested GFSI, the DOE will identify within 30 calendar days of the request date what support can be provided and the date (in excess of the contract commitment) it can be provided. If DOE cannot provide GFSI committed to in the contract within the time periods stated in Table H-5, the contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (b) and (h) of the Section I DEAR 952.245-5 “Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).” Government Furnished Property is identified in Section J, Attachment F, “Property List.”

Table H-5 Government Furnished Services and Items

Scope	Requirements	Government Furnished Services and Items
a. Independent Verification Certification (IVC) survey	The DOE will provide a contractor to perform IVC survey(s).	The DOE will provide a contractor to perform IVC survey(s).
b. The contractor will submit documentation to the DOE for approval.		DOE will provide comments and/or approval of documentation as follows on a not-to-exceed basis: Baseline: 45 calendar days Baseline Changes: 20 calendar days Regulatory submittals: 20 calendar days General correspondence: 7 calendar days Final certification package: 60 days
c. Provide access to EM’s Integrated Planning Accountability and Budget System (IPABS).		DOE will ensure access to this system throughout the period of performance of this contract.
d. Utilities including natural gas, electric, water, sewer, are available for reimbursable contractor use at the WJN site.		The DOE will provide reimbursable utility services throughout the period of performance of this contract if requested.

H.6 KEY PERSONNEL

These Key Personnel are considered to be essential to the work being performed on this contract. Prior to diverting to other positions or substituting any of the specified Key individuals, or proposing them as a Key person under another contract, the contractor shall notify the CO in writing at least 30 calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion or substitution shall be made by the contractor without the written consent of the CO, provided that the CO may ratify in writing such diversion or substitution and such ratification shall constitute the consent of the CO required by this clause. Unless approved in writing by the CO, no Key Personnel position will remain unfilled by a permanent replacement for more than four months. The Key Personnel List shall be amended during the course of the contract to add or delete Key Personnel as appropriate.

TITLE

NAME

H.7 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The contractor shall be responsible for the design, development, or operation of the following systems of records that are subject to the Privacy Act of 1974:

DOE-5	Personnel Records of Former Contractor Employees
DOE-10	Worker Advocacy Records
DOE-33	Personnel Medical Records -- (DOE and Contractor Employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Reports
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employees and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-88	Epidemiological and Other Health Studies, Surveys and Surveillances

- (b) The above list shall be revised from time to time by the CO as may be necessary to keep it current. Such changes need not be formally incorporated, but shall have the same effect as if actually listed above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of Section I, 52.224-2, "Privacy Act".

H.8 ADMINISTRATION OF SUBCONTRACTS

- (a) The administration of all subcontracts entered into and/or managed by the contractor, including responsibility for payment hereunder, shall remain with the contractor unless assigned at the direction of DOE.
- (b) The DOE reserves the right to direct the contractor to assign to the DOE or another contractor any subcontract awarded under this contract.

H.9 DEPARTMENT OF LABOR WAGE DETERMINATION

In the performance of this contract the contractor and/or subcontractors shall comply with the requirements of U.S. Department of Labor Wage Determination No. 1994-2417, Revision 19, dated May 29, 2002, if the contract or subcontracts are covered by the Service Contract Act. This Wage Determination is attached to this contract (see Section J, Attachment E). Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly. The contractor and/or subcontractors shall comply with the revised wage determinations for Service Contract Act covered employees.

H.10 QUALITY ASSURANCE PROGRAM

The contractor shall establish and maintain a formal Quality Assurance Program acceptable to the DOE which satisfies the Quality Assurance Requirements contained in the List of Applicable Regulations (List A) appended to this contract (Section J). Any subcontracts issued in support of this contract shall require subcontractors to comply with the above requirements.

H.11 PERMITS, APPLICATIONS AND LICENSES

Except as directed by the CO, the contractor shall procure and execute all necessary permits or licenses. The contractor shall abide by all applicable laws, regulations, and ordinances of the United States and of the state, territory, and political subdivision in which the work under this contract is performed. The following is a list of permits currently held by BMI, indicating which ones can or cannot be transferred. The contractor is responsible for obtaining all Permits/Licenses/Registrations required to perform the scope of work. The contractor has the option to pursue transfer of the Permits/Authorizations Table H-11 below that are transferable or obtain its own.

Table H-11

Permit/Authorization	Conditions	Transferability
Ohio EPA (OEPA) Permit to Install/Permit to Operate (PTI/PTO) Exemption for D&D Radionuclide Air Emissions	Exemption is based on work practices described in PTI application, Annual Effective Dose Equivalent (EDE) must stay below 0.1mrem, etc.	No
U.S. EPA Hazardous Waste Generator Id. Number	General compliance.	No
OEPA Registration JN-1 Fuel Oil Tank	General compliance.	Yes. See OAC Section 3745-35-02. Requires written notice to Ohio EPA.
OEPA Registration Gas fired Boilers-JN-1, JN-2, JN-3	General compliance.	Yes. See OAC Section 3745-35-02. Requires written notice to Ohio EPA.

Permit/Authorization	Conditions	Transferability
OEPA Registration Emergency Generator JN-6	General compliance.	Yes. See OAC Section 3745-35-02. Requires written notice to Ohio EPA.
OEPA NPDES Permit West Jefferson North Wastewater Treatment Plant	Discharge limits and compliance with general requirements.	No.
OEPA West Jeff Public Water System	Testing.	No.
OEPA PTI Sewage Holding Tanks	Periodic emptying.	Yes. See OAC Section 3745-31-02. Requires written notice to Ohio EPA.
PUCO HAZMAT Transportation Certificate	General compliance.	No.
OEPA UIC Class V Injection Well (Operation by Rule Permit for WIDE System)	Monthly operating reports.	Yes. If use of WIDE system is planned. See OAC Section 3745-34-22. Requires written notice to Ohio EPA.
U.S. DOT Certification of Registration	General compliance	No.
Utah (UT) Generator Site Access Permit	General Compliance	No.
Tennessee (TN) License to Ship Radioactive Wastes to TN Facilities	General Compliance	No.
U.S. EPA Spill Prevention Control and Countermeasures (SPCC) Plan	Compliance with Plan details is required. Plan must be prepared, but is not submitted to or approved by U.S. EPA.	No.

H.12 LOBBYING RESTRICTION

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

H.13 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS-SENSE OF CONGRESS

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

H.14 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA

Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE, or DOE contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported through the CO.

The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to the DOE Office of Contract Management, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

H.15 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY

- (a) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health, or quality requirements shall be borne by the party that caused the violation (contractors, subcontractors teaming partners, joint ventures, etc.). This clause resolves liability for fines and penalties, though the cognizant regulatory authority may assess such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit applications, manifests, reports or other required documents, is a permittee, or is named subject of an enforcement action or assessment of a fine or penalty.
- (b) Regardless of which party to this contract is the named subject (contractor or DOE) of an enforcement action for noncompliance with the environmental, safety, health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of contractor actions or inactions is the responsibility of the contractor. If the named subject of an enforcement action or assessment of a fine or penalty is the contractor, the contractor may seek reimbursement from DOE; and DOE will determine whether the cost of the fine or penalty is reimbursable pursuant to the provisions of this contract and reimburse the contractor when appropriate. If the named subject of an enforcement action or assessment of a fine or penalty is DOE, or the NRC licensee, and the fine or penalty would not otherwise be reimbursable under the allowable cost or other provisions of this contract if the contractor was the name subject of the enforcement action, the contractor will either pay the

fine or penalty or reimburse DOE, or the NRC licensee, when another party has paid the fine or penalty.

- (c) Per 10 CFR 70.2 and related enforcement provisions (e.g., 10 CFR Part 19) the contractor is subject to NRC sanctions for any violations due to contractor actions in performance of this contract.

H.16 CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the offeror submitted with the offer for this contract are, by reference, hereby incorporated in and made a part of this contract.

H.17 STAKEHOLDER INTERACTION

The contractor shall, in addition to its own employees, engage in cooperative interactions through and with these organizations, including but not limited to:

Nuclear Regulatory Commission (NRC)
U.S. Environmental Protection Agency (USEPA)
State of Ohio Environmental Protection Agency (OEPA)
State of Ohio Department of Health (ODH)
Occupational Safety and Health Administration (OSHA)
Department of Energy Ohio Field Office (DOE-OH)
Department of Energy Headquarters (DOE-HQ)
Congressional Staff
Department of Labor (DOL)
Inspector General (IG)
Defense Contract Audit Agency (DCAA)
Columbus Closure Project (CCP) Council

H.18 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The contractor shall provide information and support in response to EEOICPA (42 U.S.C. 7384, Public Law 106-398) requests. A separate funding source has been identified to cover the costs associated with EEOICPA which will be provided as necessary.

H.19 INSURANCE

- (a) The contractor is required by law and the Federal Acquisition Regulation to provide insurance for certain types of perils (e.g., workers' compensation).
- (b) The following are the minimum types and amounts required for performance under this contract:
 1. Workers' Compensation and Employer's Liability. Employer's Liability coverage of at least \$100,000.00
 2. General Liability. Bodily liability insurance coverage written on a comprehensive form of policy of at least \$500,000.00
 3. Automobile Liability. Automobile liability insurance written on a comprehensive form of a policy covering bodily injury and property damage for the operation of all automobiles used in performance of this contract of at least \$20,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (c) Prior to commencing work under this contract, the contractor shall notify the Contracting Officer that this type of insurance required above has been obtained.
- (c) Allowability and reimbursement of the insurance costs shall be determined in accordance with the criteria set forth in FAR 31.205-19 and for that portion of the reasonable cost of insurance allocable to this contract.

H.20 TRANSFER OF DATA TO THE GOVERNMENT UPON TERMINATION OR FAILURE TO PERFORM THE CONTRACT

- (a) In the event of termination, default, or noncompletion of tasks by the Contractor, DOE may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary for the cleanup and/or closure of the facility, subject to the Rights in Data clause of the contract.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any intellectual property, including any limited rights data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are necessary for the continued cleanup and/or closure of the facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from

contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed. this contract.

- (c) In addition, the Contractor shall take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property for cleanup and closure of the facility to DOE or such other third party as DOE may designate.