SOUTHERN OHIO CLEANUP COMPANY LLC.

PART I – THE SCHEDULE

SECTION A – SOLICITATION, OFFER AND AWARD

1. Contract No.	2. Solicitation No. SOCCo26SC55900	3. Type of Solicitation: Negotiated (RFP) Firm-Fixed-Price	4. RFP: Sections A-M Contract: Sections A-J

5. Issued By: Southern Ohio Cleanup Company LLC P.0. Box 368 Piketon, OH 45661	6. Date and Time Proposals are Due: August 6th, 2026 @ 1:00 P.M.

SOLICITATION

7. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place and at the time specified in Section L. CAUTION: LATE Submissions, Modifications, and Withdrawals- See Section L. All offers are subject to all terms and conditions contained in this solicitation.

8. FOR INFORMATION CONTACT	1. NAME: Kelli Bunstine 2. TELEPHONE: 740-897-3941 3. EMAIL: kelli.bunstine@ports.pppo.gov

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OFFEROR (Must be fully completed by offeror)

10. The undersigned agrees this offer maybe accepted within 90 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at designates point(s), within the time specified in the schedule.

11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

13. NAME AND ADDRESS OF OFFEROR:	14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)

15. TELEPHONE NO.	16. ☐ (CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE, ENTER SUCH ADDRESS IN SCHEDULE.)	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Southern Ohio Cleanup Company LLC)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT

21. NAME AND TITLE OF SIGNER:	22. SIGNATURE:	23. AWARD DATE:

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B.1 PARTIES AND TYPE OF CONTRACT

This is a "Firm Fixed Price" type of contract between Southern Ohio Cleanup Company LLC also referred to as SOCCO or Company and, the party identified in block 13 of Section A. hereafter referred to as Contractor. The Contractor shall furnish all personnel and services (except as may be expressly set forth in the contract) and otherwise do all things necessary for, or incidental to the performance of the Work.

B.2 CONTRACT PRICE – FIRM FIXED PRICE

a. Full compensation to Contractor for full and complete performance by Contractor of all the Work, compliance with all terms and conditions of this Contract, and for Contractor's payment of all obligations incurred in, or applicable to the performance of the Work shall be firm-fixed price of _____***WRITE OUT IN FULL)***_____($_____), which includes bonding costs

b. **PROGRESS PAYMENT SCHEDULE:**

For the purpose of progress payments, the price is broken down as follows:

Contract Pay Item	Pay Item Description	Schedule of Values
01	Pre-Mobilization Submittals and Training	
02	X-330 MSA Mobilization	
03	X-330 MSA Demolition and Repair – Phase 1	
04	X-330 MSA Demobilization	
05	Project Close Out	
	TOTAL FIRM FIXED PRICE	

B.3 PRICING BASIS

(a) The Contract Price, forward pricing for changes, and all other prices and rates set forth herein are firm for the duration of the Work. This shall include all Contractor's costs, expenses, overhead and profit for complete performance of the Work.

(b) The Contract Price, forward pricing for changes, and all other prices and rates set forth herein shall include, but shall not be limited to all taxes, duties, fees and insurance.

(c) The Contract Price, forward pricing for changes, and all other prices and rates set forth herein shall include receipt, offloading, storage and subsequent handling of materials to be installed under the Contract, and the loading, transport and disposal of surplus materials

(d) The prices for Mobilization, Demobilization shall be fixed and firm and shall not be subject to adjustment based upon any additions or deletions to the work, except at the express written order of Company,

(e) The fixed price and all unit prices shall apply regardless of when the Work is performed, be it day or night or a holiday, whether or not Contractor is required to pay higher pay and benefits to its employees for work performed during such periods, unless Company accepts in writing, prior to performance that Work, a proposal that certain work shall be compensated at premium rates.

(f) All pricing shall include all costs associated with and relating to, performing Work in accordance with and working in accordance with all applicable local, state and federal safety regulations, as well as Owner/United States Government's and Company's safety, security and fire regulations.

(g) Failure by Contractor to assess fully the scope of work, as required and described in Section C, STATEMENT OF WORK shall not be accepted as a basis for variations to the firm fixed price.

B.4 TAXES

(a) Except as otherwise set forth below, Contract Price, pricing for changes, and all other prices and rates set forth herein, includes all taxes, duties and fees and other assessments of whatever nature imposed by governmental authorities and applicable to the performance of the Work and this Contract. Company shall not have any obligation to pay Contractor for personal property taxes on construction equipment and other property owned by Contractor, and taxes on net income of Contractor.

(b) Contractor shall pay promptly when due, all such taxes, duties, fees and other assessments set forth in paragraph a, above.

(c) Contractor shall be responsible for maintaining and furnishing the necessary records and documentation required by government authorities and Company to apply for and obtain tax and duty refunds.

(d) Company is required to obtain correct taxpayer identification numbers from all non-corporate payees who receive payment for services, rents, royalties or interest that would be subject to IRS Form 1099 reporting. Thirty-one percent (31%) back-up tax withholding will be imposed on all Form 1099 reportable payments made to Contractor, if Contractor fails to provide a correct taxpayer identification number.

Contractor Taxpayer I.D. No: _____

B.5 PRICING FOR CHANGES

The following definitions shall apply with regard to cost rates used in the event Contractor submits a proposal for changes to the fixed price:

(1) Labor

All direct labor costs, up to and including general foreman, including payroll burdens, benefits, consumables, and expendable materials, small tools, overhead and associated profit.

(2) Material

Cost to procure and supply materials, including freight, customs duties and taxes.

(3) Construction Equipment

Total cost to provide, maintain, and operate construction equipment (excluding the cost of operating labor), inclusive of associated consumables, overhead and associated profit.

(4) Mobilization

The act of bringing resources to the work site to commence the Contract Work. A portion of the Contract Price, payable when sufficient Site Establishment has been mobilized at the jobsite to allow Contractor to commence productive Work.

(5) Demobilization

The activity to clear the site of all temporary construction facilities upon completion of the direct Work. This portion of the Contract Price that becomes payable only when Contractor has demobilized all its labor, equipment and temporary facilities from the site and returned the allocated temporary facilities area(s) to its pre-mobilization condition.

(6) **Advance Agreement on Contractor mark up on changes**

In the event the parties expressly agree to a change that results in an increase to the contract price, the Contractor's markup for indirect costs (inclusive but not limited to all overhead and general and administrative expenses) shall not exceed 10% and profit shall not exceed 5% as applied to the direct cost for labor, subcontracted services, materials, and equipment.

B.6 RESERVED

B.7 RESERVED

B.8 RESERVED

B.9 LIST OF SUBCONTRACTORS

The following is a detailed list of the subcontractors proposed for the Work.
Once the Company has given its approval, the subcontractors listed below shall not be changed, except with Company's prior written approval using Attachment J-4.

Approval of Contractor will be deemed to have been given at contract award.

Subcontractor	Description of Work	Cost

Pursuant to Section H.75 "Performance of Work by the Contractor" **insert the following information:**

(a) Percentage of Work performed by Contractor's own forces: _____%
(b) Percentage of Work performed by subcontractors: _____%
(c) Company reserves the right to request financial information and work experience histories of the proposed subcontractors

B.10 RESERVED

B.11 SURETY INSTRUMENTS

(a) Contractor shall provide, at the option of Company, a performance bond and a payment bond Attachment J-2 and J-3, each in an amount equal to one hundred percent (100%) of the Contract Price for a total cost of:

100% Performance Bond _____
100% Payment Bond _____

Total _____

(b) The performance bond shall be valid through the end of Contractor's obligations, that is, until expiration of the period of performance or of any warranty period set forth in the contract, whichever is later. The payment bond shall remain valid until Contractor has made final payments to all obligees of Contractor.

(c) The payment and performance bonds set forth above, shall be adjusted, when instructed by Company, for authorized changes, both increases to and decreases from the Contract Price, at the rate of:

Firm Performance Bond Rate: _____ Dollars ($_____) per one thousand dollars of change.

Firm Payment Bond Rate: _____ Dollars ($_____) per one thousand dollars of change.

Changes that vary the Contract Price, cumulatively, by less than 20% shall not require adjustment to the subject bonds except as specifically instructed by Company**.**

PART I - THE SCHEDULE
SECTION C – STATEMENT OF WORK

C.1 OVERVIEW

The purpose of this Contract is to provide Construction services in support of the Department of Energy Contract 89303323DEM000089, Portsmouth Decontamination and Decommissioning (D&D) Project at the Portsmouth Gaseous Diffusion Plant (PORTS) near Piketon, Ohio.

C.2 SCOPE OF WORK

The Contractor will provide Construction services to the Company in the execution of the environmental restoration of PORTS. The Contractor will provide the necessary personnel, equipment and material to complete work activities identified in this Section C and under the terms of the Contract. Statement of Work (attached).

PART I - THE SCHEDULE

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging and packing for shipment of material delivered shall be in accordance with good commercial practice and adequate to ensure acceptance by a common carrier and safe transportation at the most economical rate unless specific packaging and shipping instructions are provided.

D.2 MARKING *[As derived from DOE Contract* **89303323DEM000089***, D.2]*

(a) Each package, report, or other deliverable shall be accompanied by a cover letter that:

(1) Identifies the prime contract by number and task order release number under which the item is being delivered; and
(2) Identifies the deliverable item number or report requirement which requires the delivered item(s).

(b) For any package, report, or other deliverable being delivered to a party other than the Buyer, a copy of the cover letter shall be furnished to the Buyer. However, the Buyer reserves the right to request a copy of the package, report or deliverable.

D.3 SECURITY

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by applicable U.S. Department of Energy (DOE) safeguards and security directives.

D.4 RESERVED

D.5 RESERVED

PART I – THE SCHEDULE
SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF CONSTRUCTION CONTRACTS

(Derived from FAR 52.246-12)

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Company. All work shall be conducted under the general direction of the Company and is subject to Company inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Company inspections and tests are for the sole benefit of the Company and the Government and do not:

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Company after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Company inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Buyer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Buyer. The Company may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Company shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract

(f) The Contractor shall, without charge, replace or correct work found by the Company not to conform to contract requirements, unless in the public interest the Company consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Company may –

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Company decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Buyer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Company shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Buyer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Company’s rights under any warranty or guarantee.

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF THE CONTRACT

The performance period under this contract is 148 calendar days from notice to proceed.

Schedule Summary		
Item	**Schedule Activities**	**Duration (Calendar Days)**
1	Notice to Proceed (NTP)	TBD
2	Pre-Mobilization Submittals and Training	30 Days After NTP
3	X-330 MSA Mobilization	45 Days After NTP
4	X-330 MSA Demolition and Repair Phase 1	150 Days After NTP
5	X-330 MSA Demobilization	180 Days After NTP
6	Project Close Out	210 Days After NTP

F.2 DELIVERIES

All deliveries will be made in accordance with Contractor's Work Plan.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)

Stop-Work Order (Aug. 1989)

(a) The Company may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Company shall either –

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of Southern Ohio Cleanup Company LLC, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Company shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Buyer decides the facts justify the action, the Buyer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Company shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F.4 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance under the contract shall be Department of Energy's Portsmouth GDP site near Piketon, Ohio.

F.5 DELIVERY

All normal truck deliveries shall be made between the hours of 7AM to 5PM, Piketon, Ohio time on the Company working days. The Company reserves the right to limit the number of days per week and to specify the allowed delivery days during the week. If such designation is deemed necessary, the Buyer shall issue it in writing.

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PREAMBLE

(a) All references to Southern Ohio Cleanup Company LLC, Company or SOCCO in correspondence memoranda or other writings arising under, relating to or otherwise required by any provision of this contract will be understood to refer to Southern Ohio Cleanup Company LLC as one and the same corporation.

(b) This contract is entered into to meet in part the requirements of Contract 89303323DEM000089 a contract in which Southern Ohio Cleanup Company LLC is the Company and the United States Department of Energy (DOE) is the Owner/United States Government. By the terms of that contract Southern Ohio Cleanup Company LLC has agreed to treat appropriately requirements of federal statues and Presidential executive orders in procurements using funds provided under the contract. Consequently, many of the standard terms and conditions contained herein are similar to terms and conditions used by federal agencies. However, Southern Ohio Cleanup Company LLC is not a federal agency or instrumentality and is not awarding this contract as an agent of the DOE; the use of similar terms and conditions is only for the administrative convenience of Southern Ohio Cleanup Company LLC.

(c) The Contractor shall perform the work covered by the contract subject to all the terms and conditions set forth in the contract including the following, which the Contractor, in accepting the contract, agrees to be bound by and to comply with in all particulars, and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or performance of all or any portion of the work covered by the contract shall constitute unqualified acceptance of all Southern Ohio Cleanup Company LLC terms and conditions. .

(d) This contract uses or incorporates one or more FAR or DEAR clauses by reference. The version of the FAR or DEAR clause in effect as of the effective date of the contract shall apply with the same force and effect as if they were given in full text. Upon request the Company will make the full text of the clauses available.

(e) Neither this contract nor any portion hereof shall be assigned or delegated without the Company's prior written consent and any such assignment or delegations shall be void. The Company has the right to assign this contract to DOE or its designee, and in case of such assignment and notice thereof to the Contractor, the Company shall have no further responsibility, hereunder.

G.2 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the procedures contained in Attachment J-6 – Correspondence and Submittal Process (if applicable). Other correspondence shall be as follows:

(a) Technical Correspondence. Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms or conditions, of this agreement) shall be addressed to the Company Contract Technical Representative (CTR) with copy to the Contract Administrator (CA). The mailing address is as follows:

Southern Ohio Cleanup Company LLC
P.O. Box 368
Piketon, OH 45661
Attn.: Josh Gammon
Telephone: (740) 897-3279
Email: josh.gammon@ports.pppo.gov

(b) Other Correspondence. All correspondence, other than technical correspondence, shall reference the contract number, and be addressed to the CA, with information copies of the correspondence to the Company CTR. The mailing address is as follows:

Southern Ohio Cleanup Company LLC
P.O. Box 368
Piketon, OH 45661
Attn: Kelli Bunstine
Telephone: (740) 897-3941
Email: kelli.bunstine@ports.pppo.gov

G.3 CONTRACT ADMINISTRATION

This contract will be administered by the Contract Administrator and the Contracts Manager identified below.

Contract Administrator: Kelli Bunstine
Contracts Manager: Alan Undheim
Contract Technical Representative (CTR) direction will be provided by: Josh Gammon

G.4 SUBMISSION OF INVOICES AND MEANS OF PAYMENT

(a) The Contractor shall submit consecutively numbered invoices, with the Contract number clearly displayed at the top of each page. The Contractor shall submit an original invoice to the address below and one electronic copy to invoice@ports.pppo.gov and one copy to the Buyer. Invoices should be submitted to:

Southern Ohio Cleanup Company LLC
P.O. Box 368
Piketon, OH 45661
Attn.: Accounts Payable

(b) In the event the terms of this contract provide for payments to be made incrementally, they shall be made not more frequently than monthly at dates within each pay period determined by the Company. Company will advise Contractor of the cut-off date for monthly progress invoices and Contractor shall submit its invoices within five (5) calendar days after such cut-off date. Invoices submitted later than five (5) calendar days after the cut-off date may be paid an additional thirty (30) calendar days later than the payment terms set forth in this Contract.

(c) An invoice must include (as applicable)--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number, if applicable, and the order number, if applicable;

(4) Contractor's invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted

(5) Description, quantity, unit of measure, unit price and extended price of the items delivered or milestones achieved;

(6) Shipping number and date of shipment including the bill of lading number and weight of shipment, if shipped on the Company's bill of lading;

(7) Terms of any prompt payment discount offered;

(8) Name and address of official to whom payment is to be sent;

(9) Name, title and phone number of person to be notified in event of defective invoice.

(10) In the event this contract is an ordering agreement with more than one release, invoicing shall be by release and clearly identified with the contract number and release number.

(d) Payment shall be made for items accepted by the Company that have been delivered to the delivery destination(s) set forth in this contract or as otherwise provided in the contract. Payments under this contract may be made either by check, electronic funds transfer, or other automated means at the option of the Company. In connection with any discount offered for early payment, time shall be computed from the date a proper invoice is received and all prerequisite conditions for payment have been met. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(e) Payment will normally be paid within thirty (30) days after receipt and acceptance by the Company of an invoice that is properly prepared, supported, and verified or percentage of completion signed off.

(f) Payment Releases:

(1) Contractor's monthly invoices for the Contract or Release issued there under shall be accompanied by a Progress Payment Release (Attachment J-19).

(2) Contractor's final invoice for the Contract or Release shall be marked "FINAL INVOICE" and shall be accompanied by a satisfactorily completed Final Payment Release (Attachment J-20).

(g) Unauthorized deviations or Invoices not in conformity with the clauses (a) through (f) above may result in a reduction in payment or disapproval and return to the Contractor without action for correction and resubmission. Any cost associated with the re-submittal of a proper invoice will be at the Contractor's expense.

(h) In addition to any common-law right to withhold payments otherwise due to Contractor that the Company may have, the Company shall also have the right to withhold payments otherwise due to Contractor under the following circumstances:

(1) If the Owner/United States Government questions or withholds payment, in whole or in part, of any amount invoiced to the Owner/United States Government by the Company

that is based on an invoice submitted by Contractor under this Contract, regardless of the Owner/United States Government's reasons or the time of the Owner/United States Government action, the Company shall have the right to withhold an equivalent amount from any payment that is otherwise due or becomes payable to Contractor under this Contract.

(2) If, as a result of a determination by the Owner/United States Government that costs invoiced to the Owner/United States Government by the Company based on costs invoiced by Contractor to the Company under this Contract are unallowable, whether through a final decision of a Government Contracting Officer, an administrative decision, a judicial decision, or otherwise, the Company is obligated to repay the Owner/United States Government any amount previously paid for performance under the Prime Contract, the Company shall be entitled to withhold an equivalent amount from any payment that is otherwise due or becomes payable to Contractor under this Contract.

(3) If is determined that Contractor has been overpaid, whether as a result of a audit performed by the Company, an external auditor, or a Owner/United States Government audit or review, the Company shall have the right to withhold the amount of any such overpayment from any payment that is otherwise due or becomes payable to Contractor under this Contract.

(4) If it is subsequently determined that any such costs questioned, withheld, or disallowed by the Owner/United States Government are in fact allowable and the Owner/United States Government pays such amounts to the Company, Southern Ohio Cleanup Company LLC shall promptly pay to Contractor any such amounts that have been paid by the Owner/United States Government that are otherwise due to Contractor.

(j) Unless otherwise prescribed in this contract, the Buyer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Buyer considers necessary to protect the Company's and Government's interests. The Buyer may require a "withhold" of up to fifteen (10%) percent of the amounts due under paragraph (a). The amounts withheld shall be retained until the Contractor executes and delivers the Final Payment Release required by paragraph (f) (2) of this clause.

G.5 ACCRUAL SUBMITTALS

When requested, the Contractor shall provide accrual information to SOCCO monthly. A form will be provided for completion by the Contractor. This information is due to SOCCO by ten days before the close of each SOCCO business month (C-10). For example, if the August business month closes on August 25th, the Contractor should provide accrual information to SOCCO by August 15th. An SOCCO business month calendar will be provided to the Contractor reflecting the closing date of each business month.

G.6 PAYMENT TERMS

G.6.1 PAYMENT TERMS – FIXED PRICE

(a) The Contract Price shall be payable in monthly progress payments, payable thirty (30) calendar days after receipt by Company of a proper invoice. Each progress payment shall be for ninety percent (90%) of the earned value of Work completed by Contractor, . unless otherwise directed by the Company. Earned value shall be determined by Contractor in accordance with Clause H.77 and other applicable terms of this Contract and approved by Company, as of the working day nearest the mutually agreed cut-off date.

(b) In order for Contractor to be eligible to receive any progress payments, Contractor is required to transmit to Company all applicable Contract documents including but not limited to Attachment J-28 Pay Item Invoice Summary and Attachment J-27 Pay Item Invoice Schedule. Failure to submit these Contract documents in accordance with the instructions set forth herein will delay any and all approved progress payments until these requirements are met.

(c) The final and/or retention invoice shall be submitted for final payment (Attachments J-27 and J-28) after completion and acceptance of Work by Company and compliance by Contractor with all terms of this Contract. This invoice shall contain a complete itemized listing of progress and additional work invoices by number, date, gross amount, retention amount, and the total amount of sums retained and due. Unless otherwise required by applicable law, final payment shall not be made less than thirty (30) calendar days after completion and acceptance of all work and in any event shall not be sooner than thirty (30) calendar days after receipt of a proper invoice and supporting documents to Company. Final payment shall not relieve Contractor of any obligation under Contract guarantees.

NOTE: Contractor's performance of their obligations hereunder shall not be deemed complete until Company is in receipt, on proper forms, of all Technical Data, As-Built Drawings, and other documents to be submitted to Company as part of Contractor's Statement of Work. Failure of Contractor to comply with the above data requirements will entitle Company to withhold any progress payment, or final payment, pending Company's receipt of all the above data without prejudice to any other remedy of Company.

(d) Contractor shall prepare all invoices in a form satisfactory to and approved by Company. Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to Contractor. Any costs associated with the resubmission of a proper invoice shall be to Contractor's account.

(e) Progress Payment Invoicing Instructions

(1) Company will advise Contractor of the cut-off date for monthly progress invoices and Contractor shall submit its invoices within five (5) calendar days after such cut-off date. Invoices submitted later than five (5) calendar days after the cut-off date may be paid an additional thirty (30) calendar days later than the payment terms set forth in this Contract.

(2) Contractor’s invoices shall be accompanied by a progress payment certificate, in a format prescribed by Company, itemizing each pay item list previously approved by Company.

(3) Contractor’s invoices shall indicate the time period during which the Work was performed and for which the invoice is submitted.

(4) Company will not be obligated to pay for invoice items not fully supported by Company approved progress measurements and any other such documentation, as may be required. Company reserves the right to make partial or provisional payment on an invoice in dispute, pending audit and reconciliation of the total charge.

(5) Contractor shall comply with the requirements of this Contract to furnish the reports and deliverables in a timely manner and in a format satisfactory to Company. If Contractor does not submit the reports or deliverables on schedule, in the time frame stipulated in the Contract, or as requested from time to time by Company, Company may, at its discretion, withhold an amount from Contractor’s monthly progress payments. The amount withheld shall continue to be withheld until Contractor submits the reports or deliverables to Company’s satisfaction.

(6) Changes to the Work and/or additions must be incorporated into the Contract by way of an approved Contract modification before being incorporated into an invoice and submitted for payment.

(f) Contractor shall certify on each invoice that all Work covered by the invoice is complete and that the invoice is correct, authentic and the only one issued for the Work described therein.

G.7 BACKCHARGES

(a) A backcharge is a cost sustained by Company and chargeable to Contractor for Company's performance of work that is the responsibility of Contractor.

(b) Without limitation and by way of example only, backcharges may result from:

(1) Services performed by Company, at Contractor's request, for work which is UNDER THIS CONTRACT.

(2) Costs sustained by Company as a result of Contractor's non-compliance with the provisions of this Contract or Contractor’s act of omission or negligence.

(3) Costs incurred by Company to fix all defects, deficiencies or errors that may appear in the Work during the warranty period.

(c) Upon identification by Company of an actual or anticipated backcharge, Company will issue a backcharge notice (Attachment J-21) to Contractor. This notice shall describe the backcharge Work to be performed, the schedule period for performance, the cost to be charged by Company to Contractor for the backcharge and other terms.

(d) The backcharge cost shall consist of:

(1) Labor: at actual cost plus fifty-five percent (55%) to cover payroll additives;

(2) Materials: at actual supplier and freight invoice cost delivered to jobsite;

(3) Equipment: at actual third party rental cost or at Company's equipment rental rates, whichever may be applicable;

(4) Subcontracts: At actual cost;

(5) All taxes, levies, duties and assessments attributable to the backcharge Work;

(6) Twenty-five percent (25%) shall be added to the foregoing for indirect costs, overhead, supervision and administration.

(e) Within twenty-four (24) hours after receipt of the backcharge notice, Contractor shall fax back to Company a signed copy of the backcharge notice, indicating either acceptance of the backcharge or agreement to perform the described backcharge work within the indicated schedule period for performance, utilizing Contractor supplied labor, material and equipment, as applicable.

Contractor will be required to sign the backcharge notice before commencement of the backcharge work by Company or others. In the event Contractor refuses to sign, Company shall, at its option, proceed with the backcharge work and charge the backcharge cost to Contractor's

account. Thirty (30) calendar days after commencement of the backcharge work or on completion of the backcharge work, whichever occurs sooner, Company will invoice Contractor for the incurred backcharge cost.

PART I – SCHEDULE
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 MODIFICATION AUTHORITY

The Southern Ohio Cleanup Company LLC Representatives identified as the "Contract Administrator" and the "Contracts Manager" in paragraph G.3 of this contract are the only individuals authorized to bind Southern Ohio Cleanup Company LLC contractually in performance of work under this contract. After initial contract award, the contract may be further modified either unilaterally or bilaterally by the Contracts Administrator to:

(a) Waive any requirement of this contract.

(b) Modify any term of this contract, or

(c) Modify the price of this contract.

(d) Accept nonconforming work.

H.2 TECHNICAL DIRECTION

(a) Performance of the work under this contract may be subject to the technical direction of the cognizant Company technical representative, if identified in paragraph G.3 of his contract or in writing by the Contract Administrator. The term "technical direction" is defined to include, without limitation:

(1) Upon request for information (RFI) from Contractor, provide written information to the Contractor, which assists in the interpretations of drawings, specifications, or technical portions of the work description.

(2) Review and, where required by the contract, approve technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Company under this contract.

(b) Technical direction must be within the general scope of work (SOW) stated in this contract. The cognizant Company Technical Representative is not authorized to negotiate, or make any agreements or commitments, which involve a change in the scope, price, period of performance, terms or conditions of the contract. Technical Direction received by the Contractor which it believes constitutes a change to the contract (as defined in items 1-5 below), shall notify the Contracts Administrator in accordance with the requirements of this clause.

(1) Constitutes an assignment of additional work outside the general scope of the SOW of this contract;

(2) Constitutes a change as defined in the General Provisions of the Contract

(3) In any manner causes an increase or decrease in the total estimated contract price or the time required for the contract and/or performance;

(4) Changes any of the expressed terms, conditions or specifications of this contract;

(5) Interferes with the Contractor's right to perform the terms and conditions of this contract.

(c) All technical direction shall be issued in writing by the cognizant Company Technical Representative.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the Company Technical Representative in the manner prescribed by this article and within the Company Technical Representative's authority under the provisions of this clause. There may be circumstances on large/complex design or construction contracts where the designated Company Technical Representative also acts as a “technical intermediary” between numerous Functional and/or Engineering disciplines for relaying technical matters for resolution on behalf the Contractor. If, in the opinion of the Contractor, any instruction or direction provided by the Company Technical Representative falls within one of the categories defined in items 1 through 5 above, the Contractor shall not proceed but shall notify the Contracts Administrator in writing within five (5) working days of any such instruction or direction and shall request the Buyer to modify the contract. Upon receiving the written notification from the Contractor, the Buyer shall:

(1) Advise the Contractor in writing within seven (7) working days after receipt of the Contractor's letter that the technical direction is within the scope of this contract and does not constitute a change under the General Provision clause entitled "Changes" of this contract;

(2) Advise the Contractor in writing within seven (7) working days after receipt of the Contractor's letter not to perform under the direction and to cancel the direction; or

(3) Advise the Contractor in writing within seven (7) working days that the Company will issue a written change order.

(e) Failure of the Contractor and the Contracts Administrator to agree that the technical direction is within the scope of the contract, or failure to agree upon the contract action to be taken with respect thereto shall be subject to the General Provision clause entitled "Disputes."

H.3 CHANGES *[As derived from FAR 52.243-4]*

(a) The Contract Administrator may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract including but not limited to the following:

(1) In the method or manner of performing the work.
(2) Time of performance (*i.e.,* hours of the day, days of the week, etc.).
(3) Place of performance of the services.
(4) Drawings, designs, or specifications
(5) Method of shipment or packing of supplies.
(6) Place of delivery.
(7) Amount of Government-furnished property.
(8) Directing acceleration in performance of the work

(b) If any change causes an increase or decrease in the total price or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contract Administrator may consider an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Delivery or completion schedule.
(2) Milestone/Pay Item payment schedule
(3) Total price

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order accompanied by a detailed change proposal. However, if the Contract Administrator decides that the facts justify it, the Contract Administrator may receive and act upon a proposal submitted before final payment of the contract. If the contractor does not provide a detailed and well supported cost proposal within the time allowed by this paragraph the Contractor is deemed to have waived any right to additional compensation or to a change to the schedule in respect of the change and will proceed with the work in accordance with the change notification issued pursuant to this article H.3.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

H.4 RESERVED

H.5 NOTIFICATION OF CHANGES *[As derived from FAR 52.243-7 (Jan 2017)]*

(a) Notice. The purpose of this clause is to obtain prompt reporting of conduct of the Company that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing, the Contractor shall notify the Company in writing promptly, within seven (7) calendar days from the date that the Contractor identifies any conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each individual involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including -

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Company must reasonably respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(b) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Company, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided.

(c) The Company shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, the Company either -

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (c)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Company will respond.

(d) Equitable adjustments.

(1) If the Company confirms that the conduct identified effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made -

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Company is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Company under this clause is included in the equitable adjustment, the Company shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

(e) Unless Contractor notifies Company in accordance with this Section, Contractor is obliged to perform the Work in accordance with the change and will have no entitlement to any additional compensation or to any change to the schedule.

H.6 DISPUTES

(a) All disputes arising under or relating to this contract shall be resolved pursuant to the procedures of this clause. Any claim for the payment of a sum certain or other relief arising under or related to this contract shall be made in writing by the claiming party to the other. Claims shall be subject to a written decision by the party against whom the claim is made within a reasonable time of submission. The Contractor agrees to continue to perform this contract pending final resolution of any claims. The Contractor shall have no right to stop work or otherwise fail to perform this contract in spite of pending claims, and the Contractor limits its rights to relief to equitable adjustment of the contract price and/or schedule. Negotiated resolution of all claims shall be memorialized in contract modifications. If a claim cannot be settled through negotiation between the parties, the parties agree to submit the claim to mediation by a third party mediator as agreed to by the parties, or upon the failure to agree, as selected by the American Arbitration Association under its Commercial Mediation Rules. Cost of the mediator and place of mediation shall be borne equally by the parties. If a negotiated settlement cannot be reached through mediation, the parties agree to consider submitting those claims to binding arbitration according to terms and conditions as may be agreed upon by the parties. The Company shall not be liable for, and the Contractor waives any claim or potential claim of the Contractor which was not made by the Contractor in accordance with the provisions of this clause prior to final payment.

(b) Irrespective of the place of performance, any provision of this contract that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation ("FAR") or the DOE Acquisition Regulation ("DEAR"), or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or DEAR, or (iii) that is substantially based on any such agency regulation or FAR or DEAR provision, shall be construed and interpreted according to the Federal common law of Government contracts as enunciated and applied by Federal Courts, agency Boards of Contract Appeals and quasi-judicial agencies of the Federal Government, including but not limited to the Government Accountability Office. Consistent with that law, interest, if any, awarded pursuant to the provisions of this clause shall be simple interest computed at the rate established by the Secretary of the Treasury as provided in the Contract Disputes Act of 1978 applicable to the period for which interest is awarded. In no case shall interest be awarded for a period commencing earlier than the time a complaint is filed in the court of competent jurisdiction or, if, prior to the time a complaint is filed, arbitration is agreed upon, the date of the arbitration agreement. To the extent the Federal common law of Government contracts is not dispositive of any issue arising under or relating to this contract, the law of the state of Ohio shall apply. In the event either party hereto files suit on account of any issue arising under or relating to this contract, each party consents to that action being filed in the court of competent jurisdiction in and for Hamilton County, Ohio.

(c) Contractor hereby knowingly, voluntarily and intentionally waives (to the extent permitted by applicable law) any right it may have to a trial by jury of any dispute arising under or relating in any way to this Contract and agrees that any such dispute may, at Company's option, be tried before a judge sitting without a jury.

H.7 CONSTRUCTION SCHEDULE AND MEASUREMENT FOR PAYMENT

(a) SOCCO Subcontractors are required to provide a cost-loaded baseline schedule, subject to the approval of SOCCO, in accordance with Special Provision H.77. For contracts anticipated to be less than 60 calendar days in duration or less than $1,000,000, this schedule may be a simple bar chart format. For contracts in excess of 60 calendar days in duration or greater than $1,000,000, the schedule shall be CPM schedule compatible with Primavera P6.

(b) After approval by SOCCO this schedule is set as the baseline schedule.

(c) The subcontractor shall status the schedule monthly, in accordance with Section C, Paragraph C.5 (or more frequently, if required by SOCCO) and is compared to the baseline schedule.

(d) The cost loaded baseline schedule (Pay item schedule of values) shall be detailed by pay item for the various elements of the Work comprising the subcontract price. The submittal shall include a proposed schedule of monthly progress payments. The proposed breakdown and payment schedule shall be correlated (time phased) with the schedule and reports required by Section C.5. The breakdown and payment schedule shall be subject to SOCCO's approval. This approved schedule will be the basis for progress measurement.

(e) The Subcontractor shall prepare the status update and pay estimate, by the SOCCO designated date, for SOCCO approval. Once approved the Subcontractor may proceed to submit the invoice.

(f) In the event that the Subcontractor plans to subcontract work to a lower-tier subcontractor(s), this provision shall be included in the contract agreement with the lower-tier subcontractor(s).

If the Contractor fails to comply with the requirements, SOCCO may –

(1) Withhold payment until an agreed upon baseline schedule/monthly progress is approved by SOCCO; or

(2) Terminate the contract for default.

H.8 PROPRIETARY RIGHTS

All materials which Contractor is required to prepare or develop in the performance and completion of Contractor's scope of Work hereunder, including documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of Company/Owner, without limitation, when made or prepared, whether delivered to Company/Owner or not, subject to Contractor's right to use the same to perform the Work under this Contract, and such materials shall, together with any materials furnished to Contractor by Company or Owner/United States Government hereunder, be delivered to Owner/United States Government or Company upon request and in any event upon completion or termination of this Contract. Contractor agrees to execute all documents and to take all steps requested by Company/Owner, at Company's/ Owner's expense, which Company/Owner deems necessary or desirable to complete and perfect in Company/Owner such ownership and property rights.

H.9 LAWS AND REGULATIONS

(a) Contractor shall comply strictly with all local, municipal, state, federal and governmental laws, orders, codes and regulations applicable to Contractor's operations in the performance of the Work hereunder.

(b) Contractor shall not under any circumstances apply to or enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health or air, water or noise pollution, laws or regulations relating to this Contract or to the performance thereof, without Company and Owner/United States Government's prior written approval.

(c) Contractor certifies that it is in compliance, and shall at all times remain in compliance, with all applicable anti-corruption and anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended.

(d) Contractor shall not, under any circumstances, cause or permit, in connection with the Work to be performed hereunder, the discharge, emission, or release of any hazardous substance and/or waste, pollutant, contaminant or other material in violation of any applicable laws, rules or regulations which are now or hereafter promulgated by any governmental authorities having jurisdiction over the Work. Contractor shall comply with all legal requirements applicable to the Work performed under this Contract and shall be responsible for compliance with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations, and requirements.

"Hazardous waste" includes all materials which are or may be identified as such in 40 CFR Part 261 or other applicable laws or regulations. Contractor shall submit to Company material safety data sheets (OSHA Form 20) as required by applicable regulation. As an inducement to award of this Contract, Contractor warrants full compliance and that it will adhere to all applicable project hazardous waste procedures and, if necessary, obtain or arrange for, at its expense, all identification numbers, permits, applications, and other things required in connection with the activities under this Contract.

Contractor agrees that it will not store any hazardous wastes at the jobsite for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by law, the Owner/United States Government or Company, whichever shall be more restrictive. Contractor further agrees that it will not permit any accumulation in excess of the small quantity generator exclusion of 40 CFR Part 261, or other applicable law, as amended. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including without limitation, employees and agents of Owner/United States Government and Company from any exposure to, or hazards of, hazardous and/or toxic wastes or substances generated, or utilized in, Contractor's operations. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of hazardous substances and/or wastes required to be reported by law and to immediately notify Owner/United States Government and Company of same.

(e) This Contract shall be subject to the law and jurisdiction of the State of Ohio, unless expressly designated otherwise in this Contract.

H.10 ADMINISTRATION OF SUBCONTRACTS

(a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of the Company.

(b) The Company reserves the right to direct the Contractor to assign to the Company, the Owner/United States Government or another Contractor any subcontract awarded under this Contract.

H.11 PUBLICITY

Contractor shall not make news releases, publicize or issue advertising pertaining to the Work or this Contract without first obtaining the written approval of Company.

H.12 INDEPENDENT CONTRACTOR

Nothing in this Contract shall be deemed to constitute Contractor or any of Contractor's employees or agents to be the agent, representative or employee of Company or Owner/United States Government. Contractor shall be an independent contractor and shall have responsibility for and control over the details

and means for performing the Work and shall be subject to the directions of Company only with respect to the scope and general results required.

H.13 CODE OF BUSINESS CONDUCT AND ETHICS

"Southern Ohio Cleanup Company LLC's (SOCCO) "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" publication is available at Documents :: SOCCo. SOCCO expects its suppliers and contractors to maintain and enforce policies consistent with the requirements of the "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" while also adhering to lawful business practices that encompass SOCCO's own ethical expectations. SOCCO's ethical expectations are reflected in the SOCCO "Code of Business Conduct" also available at Documents :: SOCCo. Contractor shall access and review the "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" and agrees that it and its suppliers and contractors, and the employees, agents and representatives of each shall at all times comply with the "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors", and where more stringent, comply with applicable laws and SOCCO's/Contractor's own business conduct guidelines and policies. Violation of this Article may be deemed by SOCCO to be a material breach of this Contract and in such event, SOCCO may, without prejudice to any other rights or remedies SOCCO may have, hold in abeyance further payments to Contractor and/or terminate Contractor's right to continue performance of this Contract in accordance with Article H.39 Default. The most current version of the "Code of Business Conduct and Ethics Expectation for Suppliers and Contractors" and SOCCO "Code of Business Conduct" will be maintained at Documents :: SOCCo.

H.14 CONFIDENTIALITY OF INFORMATION

(a) 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 Company 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 Contract Administrator 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; or

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

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Buyer, of each employee permitted access, whereby the employee agrees not to 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.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract. From time to time upon request of the Buyer, 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.

(d) 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.

(e) The Contractor agrees that no technical data, information made available to the Contractor by the Government, or information first produced in the performance of this contract or any subcontract, shall be disseminated without the prior written approval of the Buyer. This includes technical papers, press releases, etc.

(f) This clause shall flow down to all subcontracts.

H.15 CONDITIONS AND RISK OF WORK

Contractor represents that, to the extent necessary to perform the Work, it has carefully examined documentation, drawings and specifications for the Work and acquainted itself with all other conditions relevant to the Work, the plant site, and its surroundings, and Contractor assumes the risk of such conditions and will fully complete the Work for the stated Contract Price. Except for items and information which the Company is expressly obligated under this Contract to furnish to Contractor, information on the plant site and local conditions at such site furnished by the Company or the Owner/United States Government is not guaranteed by the Company or the Owner/United States Government and is furnished only for the convenience of Contractor.

H.16 SAFETY AND HEALTH LAWS AND REGULATIONS

(a) Contractor shall take necessary safety and other precautions to protect property, the environment and persons from damage, injury or illness arising out of the performance of the Work. Contractor shall comply strictly with local, municipal, provincial, state and national laws, plans, orders and regulations pertaining to health, safety and environmental protection which are applicable to Contractor or to the Work, including without limitation the Occupational Safety and Health Act, and Contractor warrants the materials, equipment and facilities, whether temporary or permanent, furnished by Contractor in connection with the performance of the Work shall comply therewith. At all times while any of Contractor's employees, agents or subcontractors are on Owner/United States Government’s or Company's premises, Contractor shall be solely responsible for ensuring that they comply with the safety, health, and environmental protection rules of Owner/United States Government, Company and Contractor applicable to the premises, and that all its employees, agents and subcontractors have a safe place of work on the premises of Owner/United States Government or Company. Contractor shall inspect the places where its employees, agents or subcontractors are or may be present on Owner/United States Government's or Company's premises and shall promptly take action to correct conditions which are or may become an unsafe place of employment for them.

(b) Accidents, injuries and illnesses, damage to property, fires, spills, releases, and other incidents, circumstances and near misses affecting property, the environment, heath, or safety shall be promptly reported to Company at the time of the incident or observation. Written reports, satisfactory in form and content to Company shall be submitted by Contractor within forty-eight (48) hours after each incident or observation.

(c) Contractor shall maintain, in form and content approved by Company, jobsite accident, injury and illness statistics which shall be available for inspection by, and submitted to, Company upon its written request.

(d) Contractor shall keep Company's and Owner/United States Government's premises and the vicinity thereof clean and free of any debris and rubbish caused by the Work and on completion of the Work, shall leave such premises clean and ready for use. Areas used for the purposes of material/equipment lay-down, temporary facilities, storage and the like shall be restored to the condition existing prior to Contractor's occupation.

(e) In the event that the Contractor fails to comply with these regulations and requirements, SOCCO may without prejudice to any other legal or contractual right of FPB, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of SOCCO. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such stoppage.

H.17 SCHEDULE, COORDINATION AND REPORTING

(a) Company will schedule and coordinate Contractor's performance of the Work with the work of others connected with the Work, and Contractor agrees to comply strictly with such scheduling and coordination. Contractor agrees that if the Work hereunder is performed under joint occupancy conditions on Owner/United States Government's premises, Contractor will cooperate with Owner/United States Government, Company and other contractors on Owner/United States Government's premises so that the Work and the work of others connected with the Work will progress smoothly, with a minimum of delays, due to interference between various contractors on Owner/United States Government's premises.

(b) Contractor shall promptly submit to Company such schedules and reports pertaining to Contractor's performance of the Work, as may be required by this Contract. The requirements for content and layout are as described in Section C – Statement of Work.

H.18 COMPLIANCE WITH GPPMA AND DEPARTMENT OF LABOR WAGE DETERMINATIONS

[As derived from DOE Prime Contract **89303323DEM000089** *Clause H.32]*

All work to be performed under the contract shall be performed under the terms and conditions of the General President's Project Maintenance Agreement (GPPMA) as amended for the Project and found in Attachment J-9. Additionally, all Contractors and Subcontractors at any tier must, as a condition of contract award, make application for and obtain approval for the GPPMA with addendum online at http://www.bctd.org/Field-Services/GPPMA.aspx. Verification of a pre-job meeting is a required submittal found in attachment J-8 – Contractor/Supplier Submittal Register. A meeting attendance list submitted by the contractor fulfills this requirement. The executed "Letter of Assent" also available at the BCTD website must be transmitted to the Company prior to mobilization. The terms of the GPPMA will not supersede the minimum wage and benefit requirement of the Davis-Bacon Act.

The Davis-Bacon Act is applicable to the performance of this contract. The contractor shall comply with the requirements of Davis-Bacon Wage determination Number OH20260051, Mod 1, dated 05/18/26. Copies of the wage determinations are attached to this contract (Section J, U.S. Department of Labor Wage Determination).

For Davis-Bacon Act (DBA) covered work, the contractor and all applicable subcontractor workers are to receive no less than the applicable DBA wage rate and timely, accurate, and complete Certified Payrolls are required to be submitted for all covered workers on a weekly basis. Certified Payroll is a required submittal found in attachment J-8 – Contractor/Supplier Submittal Register. Each page and attachment to the Certified Payroll report must include the contractor's name, the project number, the week-ending date for the report, and the sequential payroll number. Each Certified Payroll is required to include a Statement of Compliance (or Certification of Payroll), which must be signed by a principal of the firm.

When the Service Contract Act is applicable to the performance of this contract, the contractor shall comply with the requirements of U.S Department of Labor Service Contract Act Wage Determination for covered employees in effect at the time of performance of the work. U.S. Department of Labor Wage Determinations can be found at https://sam.gov/content/wage-determinations.

H.19 VALIDITY OF PROVISIONS

In the event any Section, or any part or portion of any Section of this Contract shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that Section, or any other Section hereof.

H.20 SURVIVAL

The provisions of this Contract, which by their nature are intended to survive the termination, cancellation, completion or expiration of this Contract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

H.21 WAIVER

Company's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Contract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege.

H.22 QUALITY ASSURANCE PROGRAM

Southern Ohio Cleanup Company LLC maintains 1) a formal Quality Assurance Program (QAPD) acceptable to the DOE which satisfies the Quality Assurance Requirements of 10 CFR 830 Subpart A, Quality Assurance, DOE O 414.1D, Quality Assurance, and American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA)-1, Quality Assurance Requirements for Nuclear Facility Applications, (2004 with Addenda through 2007), and 2). The Contractor shall comply with such portions of the QAPD as are applicable to the contract work as identified in the Statement of Work, specifications and Attachment J-16 Quality Assurance Requirements of this contract. Any subcontracts issued in support of this contract shall require subcontractors to comply with those requirements.

H.23 PERMITS, APPLICATIONS AND LICENSES

Except as otherwise directed by the Company, the Contractor shall procure and execute all necessary permits or licenses and 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.

H.24 REQUIRED INSURANCE

Contractor shall, at its sole cost, obtain and maintain in force for the duration of the Contract, insurance of the following types, with limits not less than those set forth below:

(a) Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over Contractor's employees and Employer's Liability Insurance with a minimum limit of $1,000,000 per accident and, for bodily injury by disease, $1,000,000 per employee. Contractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance or otherwise attempt to opt out of the statutory Workers' Compensation system.

(b) Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of $1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of $1,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than $2,000,000 and a general aggregate limit of not less than $2,000,000, which general aggregate limit will be provided on a per project basis by means of ISO Endorsement CG 25 03 03 97. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of Contractor's services. The policy shall be endorsed to name Company and Owner/United States Government, including their respective affiliates, the financing parties and the respective officers, directors and employees of each, as additional insureds. Such endorsement shall be made upon ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, "Additional Insured - Owner/United States Government, Lessees or Contractors - Scheduled Person or organization/Completed Operations." Current endorsements providing coverage identical to that provided under ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04, and coverage limits identical to those provided under ISO Endorsement CG 25 03 03 97, may be employed by Contractor's Commercial General Liability insurer to meet the above requirements.

(c) Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence. This policy shall be endorsed to name Company and Owner/United States Government, including their respective affiliates, directors and employees, as additional insureds.

(d) Professional Liability (Errors & Omissions) Insurance, in an amount not less than $1,000,000 per occurrence, for damages caused by any act or omission of Contractor, or of any other person for whose acts or omissions Contractor is legally responsible, arising out of the performance of services in a professional capacity. If Contractor should terminate such coverage at any time before three (3) years after acceptance or termination of Contractor's Work, Contractor shall obtain extended reporting period coverage ("tail cover"), for a period of not less than three (3) years from Contractor's last services.

(e) If Contractor will utilize tools or equipment in the performance of its services under the Contract, Equipment Floater Insurance (Tools and Equipment Insurance) covering physical damage to or loss of all major tools and equipment, construction office trailers and their contents, and vehicles for which Contractor is responsible, throughout the course of the Work.

(f) Umbrella Liability Insurance providing coverage limits in excess of the amounts set forth in paragraph (a) above, Employers Liability, paragraph (b) above, Commercial General Liability and paragraph (c) above Automobile Liability with a combined single limit of liability of not less than $4,000,000 per occurrence.

(g) All insurance provided by Contractor under this Clause H.24 shall include a waiver of subrogation by the insurers in favor of Company, Owner/United States Government, financing parties (if any) and all other contractors and subcontractors performing work at the project site, including their respective affiliates, directors and employees. Contractor hereby releases Company and Owner/United States Government, including their respective affiliates, directors and employees for losses or claims for bodily injury, property damage or other insured claims, regardless of the cause including negligence of Company and Owner/United States Government, arising out of Contractor's performance under the Contract.

(h) Certificates of insurance satisfactory in form to Company (ACORD form or equivalent Attachment J-18) shall be supplied to Company evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to Company prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Contractor shall also provide with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Clause H.24. At Company's request, Contractor will provide a certified copy of each insurance policy required under this Contract.

(i) The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self insurance which may be maintained by Company or Owner/United States Government. Contractor's General and Automobile Liability Insurance policies shall contain a cross liability or severability of interest clause. The fact that Contractor has obtained the insurance required in this Article shall in no manner lessen nor affect Contractor's other obligations or liabilities set forth in this Contract.

H.25 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

(a) Federal law provides for the protection of antiquities located on land owned or controlled by the U.S. Government. Antiquities include 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, removed, or destroyed by such personnel. It shall be the duty of the Contractor to immediately report to DOE the existence of any such antiquities so discovered. The Contractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife shall be protected to the maximum extent practicable.

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

H.26 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.27 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 (Contractor, subcontractors, 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 what party is the named subject (Contractor, Southern Ohio Cleanup Company LLC 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 or subcontractor actions or inactions is the responsibility of the Contractor or subcontractor, as appropriate, and not reimbursable under this contract. Cost of fines and penalties resulting from violations of, or failure of the Contractor or subcontractor to comply with Federal, State, local, or foreign laws and regulations, are unallowable.

H.28 SOUTHERN OHIO CLEANUP COMPANY LLC WORKING DAYS

Standard work week is Monday through Thursday 7:00 am to 5:30 pm. Work during other hours must be coordinated in advance with the SOCCO technical representative.

The following holidays are observed by the company for all employees:
New Year's Day
Good Friday
Memorial Day
Juneteenth Day
Independence Day
Day related to Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day before Thanksgiving Day
Christmas Eve
Christmas

H.29 FOREIGN NATIONALS

In accordance with DOE Order 142.3A, Contractor Requirements Document (CRD) the terms of which are incorporated by reference, and are flowed to the contractor and its subcontractors at any tier, the Contractor has the responsibility to identify to the Contract Administrator any personnel who are Foreign Nationals who may be involved or working with Company personnel or have access to Department of Energy information during the performance of this contract.

(a) Such personnel (whether off or on site) who will be involved, working with, or visiting Company personnel (including making deliveries), or be assigned to work at the site must obtain approval of the Company before such involvement can take place. This approval requirement includes access to any Department of Energy information used in performance of this contract. A foreign national is defined as a person who is a stateless person or is not a U.S. citizen (i.e., not a U.S. national); an immigrant alien; any corporation not incorporated in the U.S; any international organization; foreign government; or any agency or subdivision of foreign government (e.g., diplomatic missions). A stateless person is one who is currently without nationality by either the action of a state withdrawing the protection of nationality; by his/her own action in effectively renouncing the nationality previously held or because he/she has never held nationality due to the circumstances of birth.

(b) Each individual must complete applications allowing six to eight weeks for processing after submitting the required information. The Contractor should contact Southern Ohio Cleanup Company LLC to obtain the necessary information and forms.

H.30 CONTRACTOR PERSONNEL

(a) The Contractor, in performance of this contract, shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising its personnel and for keeping

them informed of all improvements, changes and methods of operation. Persons employed by the Contractor shall be and remain employees of the Contractor, and shall not be deemed employees of the Company. Nothing herein shall require the establishment of any employer-employee relationship between the Contractor and the consultants or others whose services are utilized by the Contractor for work hereunder.

(b) For construction, demolition or decontamination contracts, at all times during the course of the Work, Contractor shall provide at the jobsite a qualified, competent and responsible supervisor who shall be satisfactory to Company. The supervisor shall have authority to represent Contractor and directions given to him shall be binding on Contractor. Upon Company's written request, Contractor shall give the supervisor, in writing, complete authority to act on behalf of, and to bind Contractor in all matters pertaining to the Work and this Contract. Contractor shall furnish Company a copy of the authorization. Contractor shall not transfer or remove any of its supervisory or key personnel from performance of Work without the prior written approval of Company.

(c) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Contractor fails to remove any employee from the contract work whom the Company deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by the Company to be contrary to the public interest, the Company reserves the right to require the Contractor to remove the employee at no cost to the Company.

(d) When the reason for the removal request is due solely to security or misconduct on the part of the employee, replacement shall be at the Contractor's expense and not chargeable to the Company.

H.31 INDEMNITY

(a) Contractor agrees their primary insurance coverage shall defend, indemnify and hold harmless the Owner/United States Government, and the Company, its parent, affiliates, subsidiaries and their officers, directors, employees, agents, and representatives from and against:

(1) Any claim, demand, cause of action, liability, loss or expense arising from Contractor's actual or asserted failure to comply with any of the provisions of this contract;

(2) Any claim, demand, cause of action, liability, loss or expense arising from Contractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order of any governmental or quasi-governmental body (including, but not limited to, the actual or asserted failure to pay taxes) including such failures by Contractor, its subcontractors or suppliers; and

(3) Any claim, demand, cause of action, liability, loss or expense relating to actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of the goods or services provided under this contract, including the acts or omissions of Contractor, its subcontractors or suppliers.

(b) (1) If this contract is one for the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance, or appliance, including moving, demolition and excavating connected therewith, then:

(i) Contractor agrees to indemnify and hold harmless the Owner/United States Government and the Company, its parent, affiliates, subsidiaries, and their officers,

directors, employees, agents, and representatives from and against any claim, demand, cause of action, liability, loss or expense arising from personal injury (including death) or property damage, to the extent that such personal injury or property damage is caused by the negligence of Contractor, its subcontractors or suppliers; and

(2) For contracts not included in section (b)(1) above, Contractor agrees to defend, indemnify and hold harmless the United States Government, and the Company, its parent, affiliates, subsidiaries, and their officers, directors, employees, agents, and representatives from and against any claim, demand, cause of action, liability, loss or expense arising from injury to or death of persons (including employees of the Company, Contractor and Contractor's subcontractors) or from damage to or loss of property (including the property of the Government), arising directly or indirectly out of this contract or out of any acts or omissions of Contractor or its subcontractors. The defense and indemnity obligations of Contractor under this section (b)(2) extend to personal injury or property damage caused by Contractor's subcontractors or suppliers, and include claims, demands, causes of action, liability, loss or expense arising under non-delegable duties of the Company or arising from Contractor's use of equipment, tools or facilities furnished by the Company and/or the Owner/United States Government.

(c) Contractor agrees that its indemnity obligations include the duty to reimburse attorneys' fees and expenses incurred by the Company for legal action to enforce Contractor's indemnity obligations under this clause.

(d) In the event that any of the indemnity provisions in this clause entitled “Indemnity” are held by a court of competent jurisdiction to be void, invalid or otherwise unenforceable according to any law governing this contract, then such holding shall not affect the remaining provisions, and the remaining indemnity obligations shall be construed to be enforceable to the fullest extent allowed under applicable law.

(e) With respect to claims by employees of Contractor or its subcontractors, the indemnity obligations created by this clause entitled “Indemnity” shall not be limited by the fact of, amount, or types of benefits or compensation payable by or for Contractor, its subcontractors or suppliers under any workers' compensation, disability benefits, or other employee benefits acts or regulations, and Contractor waives any limitations of liability or immunity arising from workers' compensation or such other acts or regulations.

(f) The Company shall be entitled to retain from payments otherwise due Contractor such amounts as shall reasonably be considered necessary to satisfy any charges, claims, suits or liens for damages that fall within Contractor's indemnity obligations under this clause entitled “Indemnity”, until such charges, claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Company.

(g) Contractor will have no obligation to indemnify the Owner/United States Government, and/or Company under the provisions of this clause entitled “Indemnity” if and to the extent that the claim, demand, cause of action, liability, loss or expense, or any portion thereof, results directly and proximately from the gross negligence of the United States Government and/or Company. Solely with respect to any claim for indemnification made by the Company against Contractor under any of the provisions of this clause entitled “Indemnity,” the Contractor hereby expressly and specifically waives its statutory and constitutional workers’ compensation immunity under Ohio Rev. Code § 4123.74 and Section 35, Article II, Ohio Constitution, from suits arising out of employment. Contractor further agrees that, having expressly and specifically waived its statutory and constitutional immunity solely with respect to any claim made by the United States

Government, Company against Contractor, the amount of its indemnity obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

H.32 ASSIGNMENT

(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the Company.

(b) The Company may assign this Contract, in whole or in part to the Owner/United States Government or to such party as the Owner/United States Government may designate to perform the Company's obligations hereunder. Upon receipt by Contractor of written notice that the DOE or a party so designated by the DOE or the Company has accepted an assignment of this Contract, the Company shall be relieved of all responsibility hereunder and Contractor shall thereafter look solely to such assignee for performance of the Company's obligations.

H.33 RESERVED

H.34 RESERVED

H.35 ORDER OF PRECEDENCE

All Contract documents and subsequently issued Change Notices/Orders and Modifications are essential parts of this Contract, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:

(a) Contract Agreement the Schedule, modifications and special provisions therein

(b) Special Contract Requirements (Section H)

(c) Contract Clauses (Section I)

H.36 WAIVER OF FACILITIES CAPITAL COST OF MONEY *[Derived from FAR 52.215-17 (Oct 1997)]*

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

H.37 PROTECTION OF INFORMATION

(a) Definitions. As used in this clause--
- Adequate security means protective measures are applied commensurate with the risks (i.e., consequences and their probability) of loss, misuse, or unauthorized access to or modification of information.
- Clearing information means a level of media sanitization that would protect the confidentiality of information against a robust keyboard attack. Simple deletion of items would not suffice for clearing. For example, overwriting is an acceptable method for clearing media. The security goal of the overwriting process is to replace written data with random data.
- Compromise means disclosure of information to unauthorized persons, or a violation of the
- Data means a subset of information in an electronic format that

allows it to be security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred.retrieved or transmitted.

- Exfiltration means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.
- Government information means any unclassified nonpublic information that is--
  (1) Provided by or on behalf of the Government to the contractor or its subcontractor(s); or
  (2) Collected, developed, received, maintained, disseminated, transmitted, used, or stored by the Contractor or its subcontractor(s) in support of an official Government activity.
- Information means any communicable knowledge or documentary material, regardless of its physical form or characteristics.
- Information system means a set of information resources organized for the collection, storage, processing, maintenance, use, sharing, dissemination, disposition, display, or transmission of information.
- Intrusion means unauthorized access to an information system, such as an act of entering, seizing, or taking possession of another's property to include electromagnetic media.
- Media means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.
- Safeguarding means measures and controls that are used to protect information.
- Threat means any person or entity that attempts to access or accesses an information system without authority.
- Voice means all oral information regardless of transmission method.

(b) Safeguarding requirements and procedures. The Contractor shall provide adequate security to safeguard unclassified Government information on its unclassified information systems from unauthorized access and disclosure. The Contractor shall apply the following basic safeguarding requirements to Government information:

(1) Protecting unclassified Government information on public computers or websites: Do not process unclassified Government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Unclassified Government information shall not be posted on websites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (vice the website itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit voice and fax information only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical or electronic barriers. Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that has been used to process unclassified Government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800-88, Guidelines for Media Sanitization, at http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_rev1.pdf.

(6) Intrusion protection. Provide at least the following protections against computer intrusions and data compromise including exfiltration:

(i) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer Government information only to those subcontractors that both have a need to know and provide at least the same level of security as specified in this clause. (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts under this contract that may potentially have unclassified Government information resident on or transiting through their unclassified information systems.

H.38 TERMINATION FOR CONVENIENCE OF SOUTHERN OHIO CLEANUP COMPANY LLC *(FIXED-PRICE) (May2004) [As derived from FAR 52.249-2 May 2004)]*

(a) The Company may terminate performance of work under this contract in whole or, from time to time, in part if it determines that a termination is in its interest. The Company shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Company, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Owner/United States Government or the Company, as directed by the Company, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Company shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Company, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Company, transfer title and deliver to the Company or the Owner/United States Government --
(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Company.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Company may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Company or the Owner/United States Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Company, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and

(ii) at prices approved by the Company. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Company under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Company.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Company upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Company a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Company. The Contractor may request the Company to remove those items or enter into an agreement for their storage. Within 15 days, the Company will accept title to those items and remove them or enter into a storage agreement. The Company may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Company in the form and with any certification prescribed by the Company. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Company upon written request of the Contractor within this 1-year period. However, if the Company determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Company may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Company may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by

(1) the amount of payments previously made and

(2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Company fail to agree on the whole amount to be paid because of the termination of work, the Company shall pay the Contractor the amounts determined by the Company as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Company (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of --

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Company under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Company shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Company or the Owner/United States Government expressly assumed the risk of loss, the Company shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Company, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to it or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the rights under the Disputes clause, from any determination made by the Company under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Company or the Owner/United States Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Company or the Owner/United States Government.

(l) If the termination is partial, the Contractor may file a proposal with the Company for an equitable adjustment of the price(s) of the continued portion of the contract. The Company shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Company.

(m) (1) The Company may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Company believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Company upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Company because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Company, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Company, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

H.39 DEFAULT *[As derived from FAR 52.249-8 (Apr 1984)]*

(1) The Company may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see Subparagraph (a)(2) of this clause).

(2) The Company's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Company) after receipt of the notice from the Company specifying the failure.

(a) If the Company terminates this contract in whole or in part, it may acquire, under the terms and in the manner it considers appropriate, supplies or services similar to those terminated, and the

Contractor will be liable to the Company for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(b) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(1) acts of God or of the public enemy,
(2) acts of the Government in either its sovereign or contractual capacity,
(3) fires,
(4) floods,
(5) epidemics,
(6) quarantine restrictions,
(7) strikes,
(8) freight embargoes, and
(9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(c) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(d) If this contract is terminated for default, the Company may require the Contractor to transfer title and deliver to the Owner/United States Government, as directed by the Company, any

(1) (completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Company, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(e) The Company shall pay contract price for completed supplies delivered and accepted. The Contractor and the Company shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Company may withhold from these amounts any sum it determines to be necessary to protect itself and the Government against loss because of outstanding liens or claims of former lien holders.

(f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Company.

(g) The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under this contract.

H.40 DELAYS

(a) In the event Contractor or Company is delayed in performing any of their respective obligations in this Contract and such delay is caused by acts of God, war, riots, civil insurrection, acts of the public enemy, accidents, acts of civil or military authority, fires, floods, or earthquakes, beyond the reasonable control of the party delayed, such delay will be excused and the period of such delay will be added to the time for performance of the obligation delayed, unless the date, schedule or time period for performance of the obligation is expressly States in this Contract to be guaranteed. In the event any delay due to the foregoing causes or events occurs or is anticipated, the party delayed or anticipating delay shall promptly notify the other party in writing of such delay or expected delay and the cause and estimated duration of such delay. In the event of a delay due to the foregoing causes or events, the party delayed shall, at no cost to the other party, exercise due diligence to shorten and avoid the delay and shall keep the other party advised as to the continuance of the delay and steps taken to shorten or terminate the delay.

(b) Contractor shall, within five (5) working days of the commencement of any delay, give to Company written notice thereof and of the anticipated effects thereof. Within two (2) working days of the termination of any delay, Contractor shall file a written notice with Company specifying the actual duration of the delay. If Company determines that a delay was beyond the control and without the fault or negligence of Contractor or its subcontractors and not foreseeable by Contractor at the effective date of this Contract, Company shall determine the duration of the delay and shall extend the time of performance of this Contract thereby.

Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of delays of any nature, including the negligence of Company and Owner/United States Government, and extension of time shall constitute the sole liability of Company and Owner/United States Government and Contractor's sole remedy for delays.

H.41 RESERVED

H.42 GOVERNMENT PROPERTY

(a) In the event any Government owned property is furnished to the Contractor for any purpose, such property shall be identified in the schedule to the Contractor as “Government-furnished property.” Unless the provisions of this contract state that the Government property is to be expended in the conduct of the work or is otherwise not to be returned to the Government, not later than final acceptance of the work,

(b) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government furnished property. However the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

H.43 NOTICE OF LABOR DISPUTES

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to Company.

H.44 CERTIFICATION OF ELIGIBILITY

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) All certifications made hereunder are made pursuant to federal requirements and therefore subject to the criminal provisions of 18 U.S.C. 1001.

H.45 SUBCONTRACTOR *(Referred to as Contractor herein)* COST OR PRICING DATA

(a) Before awarding any contract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any contract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Company shall require the Contractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Company shall require the Contractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the contract or contract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either:

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at Subcontractor Cost or Pricing Data – Modifications

H.46 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

(a) In the event the total price or estimated or expected payments to the Company exceed the threshold for submission of cost or pricing data at FAR 15.403-1and no exception to such submission Stated at FAR 15.403-1 applies, if any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because:

(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c) (1) If the Company determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Company should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Company.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certification of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (c)(2) (ii) of this clause, an offset in an amount determined appropriate by the Company based upon the facts shall be allowed against the amount of the contract price reduction if:

A. The Contractor certifies to Company that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

B. The Contractor proves that the cost or pricing data were available before the As-Of date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

A. The understated data were known by the Contractor to be understated before the As-Of date specified on its Certificate of Current Cost or Pricing Data; or

B. The Government or Company proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the As-of date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the

Contractor shall be liable to and shall pay the United States or Company at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor or Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

H.47 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which-

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) (1) If the Company determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Company should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Company.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by Company based upon the facts shall be allowed against the amount of a contract price reduction if--

A. The Contractor certifies to Company that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

B. The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

A. The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

B. The Government or Company proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States or Company at the time such overpayment is repaid -

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor or Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

H.48 GUARANTEES

(a) Contractor guarantees Company and Owner/United States Government that the Work shall comply strictly with the provisions of this Contract and all specifications, drawings and standards referred to in this Contract or thereafter furnished by Company, and that the Work shall be first-class in every particular and free from defects in materials and workmanship and in any design or engineering furnished by Contractor. Contractor further guarantees Company and Owner/United States Government that all materials, equipment and supplies furnished by Contractor for the Work shall be new, merchantable, of the most suitable grade and fit for their intended purposes. Without limitation of any other rights or remedies of Company or Owner/United States Government, if any defect in the Work in violation of the foregoing guarantees arises within the period set forth below, Contractor shall, upon receipt of written notice of such defect, promptly

furnish, at no cost to Company or Owner/United States Government, design and engineering, labor, equipment and materials necessary to correct such defect and cause the Work to comply fully with the foregoing guarantees.

(b) Contractor's guarantees set forth in Section (a) shall extend for twenty-four (24) months after the date of final written acceptance of the Work by Company, or eighteen (18) months after the start of regular operation or use of the Work by Company, whichever occurs first. Any period wherein the Work is not available for use due to defects in materials, workmanship or engineering furnished by Contractor shall extend the guarantee period by an equal period of time.

(c) Design and engineering, labor, equipment and materials furnished by Contractor pursuant to Section (a) to correct defects shall be guaranteed by Contractor in accordance with the guarantees set forth in Section (a) for a period of eighteen (18) months from the date of completion of the correction, or for the remainder of the guarantee period set forth in Section (b) above, whichever is longer.

(d) In the event Contractor has been notified of any defects in the Work in violation of Contractor's foregoing guarantees and fails to promptly and adequately correct such defects, Company and Owner/United States Government shall have the right to correct or to have such defects corrected for the account of Contractor, and Contractor shall promptly pay Company or Owner/United States Government the costs incurred in correcting such defects.

(e) Contractor shall include, at a minimum, the foregoing guarantee requirements in any subcontract that it places.

H.49 ISSUED FOR CONSTRUCTION DRAWINGS AND SPECIFICATIONS

(a) The Work shall be performed using only drawings and specifications marked "Issued for Construction" (or equivalent) by Company. Such indication shall not relieve Contractor of any obligations under this Contract, nor constitute Company assumption of responsibility for the accuracy or adequacy of any of Contractor's information or Work incorporated in such documents.

(b) Contractor shall perform all Work outside of the areas marked "HOLD" (or equivalent) on "Issued for Construction" specifications and drawings to maintain the schedule of Work, but shall not perform any Work in the areas or sections marked "HOLD" on "Issued for Construction" specifications and drawings until revised "Issued for Construction" specifications and drawings are received with the "HOLD" markings deleted.

(c) If Contractor's schedule will be delayed by "HOLD" markings on specifications and drawings, Contractor shall report such delay to Company in writing not less than five (5) working days prior to the start of the delay.

(d) Contractor shall maintain at the work site a complete and current set of "Issued for Construction" drawings and specifications.

H.50 INTENT OF SPECIFICATIONS AND DRAWINGS

(a) The specifications and drawings may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Work. Should any conflict, error, omission or discrepancy appear in the drawings, specifications, instructions, in work done by others, or in site conditions, Contractor shall notify Company in writing at once and Company will issue written

instructions to be followed. If Contractor proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at Contractor's expense.

(b) Contractor shall not deviate from the specifications and drawings without prior written approval from Company.

(c) Materials shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the specifications without Company prior written approval.

H.51 SUBCONTRACTS AND PURCHASE ORDERS

(a) Contractor shall not subcontract performance of all or any portion of the Work under this Contract without first notifying Company of the intended subcontracting and obtaining Company acceptance in writing of the subcontracting and the subcontractor. If requested by Company, Contractor shall furnish Company a copy of the proposed subcontract (with price deleted if the subcontracted work is part of fixed price Work of Contractor under this Contract) for Company review of the terms and conditions thereof and shall not execute such subcontract until Company has accepted such terms. Failure of Contractor to comply with this Section may be deemed by Company to be a material breach of this Contract.

(b) Contractor guarantees that its subcontractors will comply fully with the terms of this Contract applicable to the portion of the Work performed by them. If any portion of the Work which has been subcontracted by Contractor is not prosecuted in accordance with this Contract, on request of Company, the subcontractor shall be replaced at no additional cost to Company and shall not be employed again on the Work.

(c) Contractor shall include a provision in every subcontract that it places authorizing assignment of such subcontract to Company or Owner/United States Government without requiring further consent from such subcontractor or supplier.

(d) Company shall have the right from time to time to contact Contractor's subcontractors to discuss their progress.

(e) As used in this Contract, the term "subcontract" shall also include purchase orders and rental agreements for materials or equipment, and the term "subcontractor" shall also include vendors or suppliers of such material or equipment.

(f) Contractor shall not be relieved of its responsibility for the Work by virtue of any subcontracts it may place regardless of Company's acceptance of such subcontract.

H.52 OVERTIME

(a) Unless expressly stated elsewhere in this Contract, Work at the jobsite shall be compatible with Company's starting and quitting times or other times approved by Company. Overtime work, whether scheduled or incidental, shall be to Contractor's account unless the compensation therefore is specifically authorized in writing by Company. In the event Company approves compensation of Contractor's overtime such compensation as separately authorized shall be limited to the actual cost to Contractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Contractor shall submit supporting documents satisfactory in form and content to Company for its verification and approval.

H.53 POSSESSION PRIOR TO COMPLETION

(a) The Company or Owner/United States Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Company shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Company or Owner/United States Government intends to take possession of or use. However, failure of the Company to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Company's or Owner/United States Government's possession or use shall not be deemed an acceptance of any work under the contract.

H.54 NOTICE OF COMPLETION AND FINAL ACCEPTANCE

(a) When Contractor deems the Work fully completed, including satisfactory completion of such inspections, tests and documentation as are specified in this Contract, Contractor shall, within ten (10) working days thereafter, give a written Notice of Completion (Attachment J-22) of the Work to Company, specifying the Work completed and the date it was completed. Within thirty (30) calendar days after receipt of said Notice of Completion, Company may inspect the Work and shall either reject the Notice of Completion and specify defective or uncompleted portions of the Work, or shall give the Contractor a written Notice of Acceptance of the Work either for the purpose of final payment only, or for the purposes of final payment and final acceptance.

(b) In the event Company rejects the Notice of Completion the Company will issue a Notice of Rejection (Attachment J-24) which will specify defective or uncompleted portions of the Work The Contractor shall, within five (5) working days, provide for Company review and approval, a schedule detailing when all defects will be corrected and/or the Work will be completed and shall proceed to remedy such defective and uncompleted portions of the Work. Thereafter, Contractor shall again give Company a written Notice of Completion of the Work, specifying a new date for the completion of the Work based upon the date such defective or uncompleted portions of the Work were corrected. The foregoing procedure shall apply again and successively thereafter until Company has given Contractor written Notice of Acceptance (Attachment J-24) for purposes of final payment and final acceptance

(c) Any failure by Company to inspect or to reject the Work or to reject Contractor's Notice of Completion as set forth above, shall not be deemed to be acceptance of the Work for any purpose by Company or Owner/United States Government nor imply acceptance of, or agreement with, said Notice of Completion.

H.55 PROTECTION OF MATERIALS, EQUIPMENT AND WORK

(a) Contractor shall at all times, in accordance with the best practices and at no additional cost to Company, preserve and protect material and equipment used by Contractor in the execution of the Work from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualties.

(b) Contractor shall at all times, in accordance with the best practices and at no additional cost to Company, protect from damage due to Contractor's operations, equipment and materials (whether stored or installed), paving, structures and any and all other items on the jobsite belonging to Owner/United States Government, Company or others.

(c) Neither Company nor Owner/United States Government shall be responsible for any loss suffered by Contractor, or damage to the Work, or to materials, tools and equipment of Contractor or of any other contractor, regardless of the cause including the negligence of Company and

Owner/United States Government, and Contractor assumes responsibility for any such loss or damage and for any cost of repairing, making good, or replacing any such loss or damage that may be directed by Company or Owner/United States Government.

H.56 CONTRACTOR'S CONSTRUCTION EQUIPMENT

(a) Construction equipment obtained or furnished by Contractor which is to be used by Contractor on the jobsite shall be in first-class operating condition, safe, fit for the uses for which intended, and suitable for the safe, legal and efficient performance of the Work. Such equipment shall be subject to inspection from time to time by Company.

(b) Any such equipment of Contractor which is rejected by Company as not conforming with the foregoing shall be promptly removed by Contractor and replaced with equipment acceptable to Company, without additional cost to Company and without delaying the schedule for performance of the Work by Contractor.

H.57 CONTRACTOR'S SHIPMENTS

(a) Contractor shall be responsible for arranging all shipments of Contractor supplied materials and equipment to the site of the Work and shall consign such shipments to itself as Consignee at the project shipping address, freight fully prepaid. Contractor shall be responsible for making demurrage agreements and settlement with carriers for its shipments.

(b) Contractor shall advise Company in writing, in advance of major shipments of Contractor's materials and equipment and shall coordinate with Company the arrival, unloading and release of carriers' equipment. Contractor shall promptly unload its shipments and promptly release carrier's equipment.

(c) In the event Contractor may be unable to promptly unload its shipment, Contractor shall notify Company of such inability not less than ten (10) working days in advance of arrival. Company, at its option, may unload or make arrangements for others to unload such shipments for the account and risk of Contractor. Contractor will promptly pay Company for such costs of unloading.

H.58 CONTROL OF COMPANY FURNISHED MATERIALS

(a) Materials and equipment furnished by Company shall be received by Contractor in the presence of Company authorized representative and quantities thereof shall be checked jointly by Contractor and Company. The delivery and acceptance of all such materials and equipment shall be recorded in writing, and Contractor shall evidence receipt and acceptance of such materials and equipment by signing forms satisfactory to Company.

(b) Contractor shall carefully note any visible damage to Company furnished materials and equipment prior to Contractor's acceptance of delivery. After Contractor has accepted delivery of such materials and equipment, Contractor shall assume full responsibility for any loss of or damage to such materials and equipment. Contractor shall notify Company of any materials and equipment supplied to Contractor by Company which are surplus and, without additional compensation, shall cooperate with Company and Owner/United States Government in the disposition of such surplus as directed by Company.

(c) Contractor shall notify Company of any lack of, or requirement for, materials and equipment required under this Contract to be supplied by Company in sufficient time for Company to furnish

said materials or equipment in advance of Contractor's need. In the event of misfit of Company furnished materials or equipment, Contractor shall promptly notify Company of such misfit.

(d) Contractor shall take all reasonable steps to avoid standby time due to such misfit or lack of Company furnished materials or equipment and to continue progress of other portions of Work pending correction of such misfit and/or the furnishing of materials or equipment.

H.59 CARE, CUSTODY, CONTROL AND TITLE TO MATERIALS AND EQUIPMENT

(a) Good and clear title to all materials and equipment furnished by Contractor under this Contract for the Work shall, except as expressly provided otherwise, elsewhere in this Contract, pass to Owner/United States Government upon incorporation into the permanent plant. Contractor shall ensure that subcontractors from whom Contractor obtains materials and equipment do not retain, encumber or reserve title to such items, and Contractor shall defend, indemnify and hold Company and Owner/United States Government harmless from any such claims by its subcontractors.

(b) Notwithstanding the provisions of paragraph (a) above, the care, custody and control of Contractor's Work incorporated into the permanent plant shall remain with Contractor until such Work has been accepted in writing by Company and shall thereupon pass to Company unless Company or Owner/United States Government notify Contractor in writing that such care, custody, and control is assumed by Company or Owner/United States Government at an earlier date. The taking of possession of such Work pursuant to Article 13.0, Possession Prior to Completion, shall not constitute the assumption of care, custody and control of such Work until such time as such Work has either been accepted in writing by Company or Contractor has been notified as set forth herein.

(c) Contract revenues representing payments to subcontractors shall not be considered to be earned by Contractor unless and until Contractor has paid the current invoices of such subcontractor. In the event Company determines, in its sole discretion, that Contractor has become insolvent or is in danger of becoming insolvent, then Company is authorized, but not required, to make direct payment to Contractor's subcontractors with respect to any current or past-due invoices then outstanding. Alternatively, Company may, in its sole discretion, require that contracts between Contractor and any such subcontractor be assigned to Owner/United States Government or Company, and Contractor hereby authorizes and consents to any such assignment. Owner/United States Government and Company shall be entitled to full credit against any obligations to Contractor for any payments made to any subcontractor under this paragraph (c), whether made pursuant to assigned subcontracts or otherwise. Title to any materials or equipment for which such direct payment is made shall pass directly from such subcontractor to Company or Owner/United States Government.

H.60 LABOR HARMONY & DISPUTES

(a) Contractor agrees that all labor employed by it, its agents, and/or its subcontractors for Work on the Work Site shall be in harmony with and be compatible with all other labor used by Company or other contractors. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of the Work, Contractor shall immediately give notice thereof, including all relevant information to Company.

(b) Contractor shall comply with and shall cooperate with Company in enforcing Work Site conditions including, but not limited to, starting and quitting time, hours of work, overtime, shift differentials, holidays, travel and subsistence payments, smoking regulations, daily clean-up and/or other conditions that affect the overall performance of the Work.

(c) Owner/United States Government and Company may determine that labor be performed in accordance with a recognized labor agreement. Such determination may be noted in Section C to the Contract and the terms of such agreement will be set forth in Attachment J to the Contract. In the event of such determination, Contractor shall make available upon request of Company and/or Owner/United States Government, including, but not limited to, all records and documents, for the purpose of verifying Contractor's compliance with working in accordance with the labor agreement set forth in Attachment J. Compliance by Contractor or any of its subcontractors in any tier with the provisions of the specified labor agreement is a specific Contract obligation and any failure or default in compliance will be grounds for termination under Article H.39 entitled Default.

(d) In the event that Company and Owner/United States Government make the determination set forth in paragraph (c) above, Contractor and its suppliers and subcontractors in any tier shall be responsible to adhere to all requirements as outlined in the labor agreement specified in Attachment J.

H.61 WORK RULES

Contractor shall comply strictly with Company and Owner/United States Government's rules governing the conduct of Contractor and Contractor's employees, agents and subcontractors at and about the jobsite. Contractor agrees that it shall ensure that its supervisory personnel, employees, agents and subcontractors at the jobsite comply strictly with such rules. Company and Owner/United States Government reserve the right to, from time to time, revise any such rules, and Contractor shall comply fully with such rules as revised in accordance with the foregoing provisions.

H.62 SURETY INSTRUMENTS

If requested by Company, Contractor shall obtain payment and performance bonds each in an amount equal to one hundred percent (100%) of the Contract Price. The bonds shall be written on forms satisfactory to Company. Contractor's bond sureties shall be only those approved by the Department of Treasury, as indicated in Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

H.63 CONTRACTUAL RELATIONSHIP

(a) Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly equipped, organized and financed to perform such Work. Contractor represents that at the time of submission of its quotation for performance of the Work, it was properly licensed and qualified to do business in all governmental jurisdictions in which the Work is to be performed. Upon written request by Company, Contractor shall furnish to it such evidence as Company may require relating to the Contractor's ability to fully perform this Contract. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any subcontractor and Company or Owner/United States Government. Contractor agrees that Contractor is an independent contractor and an employer subject to all applicable unemployment compensation, occupational safety and health, workers' compensation, or similar statutes so as to relieve Company of any responsibility or liability for treating Contractor's employees as employees of Company for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution; and Contractor agrees to defend, indemnify and hold Company and Owner/United States Government harmless and reimburse them for any expense or liability incurred under said statutes in connection with employees of Contractor, including a sum equal to any unemployment benefits paid to those who were Contractor's employees, where such benefit

payments are charged to Company or Owner/United States Government under any merit plan or to Company or Owner/United States Government reserve account pursuant to any statute.

(b) Contractor further agrees, as regards the items set forth below and for Work under this Contract, that it will keep and have available all necessary records and make all payments, reports, collections and deductions and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations as they affect performance of this Contract, so as to fully relieve and protect Company and Owner/United States Government from any and all responsibility or liability therefore or in regard thereto: (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours of work and rates of the payment of their work, and (3) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state, commonwealth and local taxes, contributions, pension funds, welfare funds, or similar assessments.

H.64 OWNERSHIP AND USE OF DRAWINGS

Drawings, technical documents and data prepared or developed by Contractor and furnished to Company in performance of the Work, shall be the property of Company and may be used by Company or Owner/United States Government without restriction.

Drawings are made available to the User for their confidential use in support of DOE activities. The User promises and agrees to return the drawings upon completion of the work activities and/or by request of the either SOCCO, DOE or its designated Representative (s). User further agrees said drawings shall not be reproduced, copied, reissued or otherwise disposed of directly or indirectly, nor used for any purpose other than for which the drawings have been furnished to User.

H.65 EMERGENCY MEDICAL SERVICES

Company or Owner/United States Government may furnish emergency medical treatment or related services to Contractor's employees in the case of job connected illness or injury occurring at the jobsite. In the event that such services are available, all such treatment or services, if any, are furnished on a Good Samaritan basis and not as a contractual obligation. In consideration of any such treatment or services, Contractor acknowledges that it assumes full and complete responsibility and liability for all injuries and damages to any of its employees arising out of or allegedly attributable in any way thereto. Nothing herein contained shall be construed as imposing any duty upon Company or Owner/United States Government to provide facilities necessary to furnish emergency medical treatment or related services to Contractor's employees or to make such facilities and/or services available to Contractor's employees.

H.66 INTERPRETATION

Headings and titles of Articles, Sections, Subsections paragraphs or other subparts of this Contract are for convenience of reference only and shall not be considered in interpreting the text of this Contract. No provision in this Contract is to be interpreted for or against any party because that party or its counsel drafted such provision.

H.67 RIGHT TO OFFSET

Company, without waiver or limitation of any rights or remedies of Company or Owner/United States Government, shall be entitled from time to time to deduct from any amounts due or owed by Company to Contractor, in connection with this Contract (or any other contract with Company), any and all amounts owed by Contractor to Company or Owner/United States Government in connection with this Contract.

H.68 DIFFERING SITE CONDITIONS *(derived from FAR 52.236-2)*

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Company of –

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Company shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Company.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

H.69 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK *(derived from FAR 52.236-3)*

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and

(5) the character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Company, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Company.

(c) The Company assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Company. Nor does the Company assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.70 CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Company or Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Company.

H.71 ACCIDENT PREVENTION *(Derived from FAR 52.236-13)*

(a) The Contractor shall provide and maintain work environments and procedures which will --

(1) Safeguard the public and Company/Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Company/Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall --

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Company or Government determines to be reasonably necessary for the purposes are taken.

(c) Whenever the Company becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Company/Owner/United States Government personnel, the Company shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Company may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(d) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

Alternate I. If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Company/Government personnel or property, the following paragraph (e) is applicable:

(e) Before commencing the work, the Contractor shall --

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Company to discuss and develop a mutual understanding relative to administration of the overall safety program.

H.72 AVAILABILITY AND USE OF UTILITY SERVICES

(a) The Company and/or Owner/United States Government may provide reasonably required amounts of utilities to the Contractor from existing outlets and supplies, as specified in Section C – Statement of Work. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Company will install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used. Before final acceptance of the work by the Company, the Contractor shall notify the Company and ensure proper removal of all the temporary connections, distribution lines, meters, and associated paraphernalia.

H.73 LAYOUT OF WORK *(Derived from FAR 52.236-17)*

The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Company. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Company until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Company may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

H.74 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION *(Derived from FAR 52.236-21)*

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give Company access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Company, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. Company shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Company is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall

mean "approved by," or "acceptable to", or "satisfactory to" the Company, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless States otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Company by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail

(1) The proposed fabrication and assembly of structural elements, and

(2) The installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Company may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Company without evidence of the Contractor's approval may be returned for resubmission. Company will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Company's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Company shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Company approves any such variation, Company shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to Company for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained and one set will be returned to the Contractor.

Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

H.75 PERFORMANCE OF THE WORK BY THE CONTRACTOR *(Derived from FAR 52.236-1)*

The Contractor shall perform on the site, and with its own organization, work equivalent to at least thirty (30%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Company determines that the reduction would be to the advantage of the Government.

H.76 DIFFERING PROFESSIONAL OPINIONS *(Derived from DOE O 442.2)*

This clause is applicable when the statement of work involves professional, technical areas where there is more than one professional opinion, solution or direction significantly impacting programmatic missions, safety, health, or the environment. By accepting this subcontract, the Contractor agrees to participation in Company Differing Professional Opinions program pursuant to Department of Energy (DOE) Order (O) 442.2, *Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns*, issued on July 29, 2011, as implemented through SOCCO-NSE-PRO-00139, Differing Professional Opinions, as revised. The Contractor will notify its employees quarterly of their right to utilize Company Differing Professional Option (DPO) Process.

This notification shall include at a minimum informing employees quarterly of the DPO process and that they have the right to report environment, safety, and health technical concerns that have not been resolved through routine work processes.

All issues or concerns regarding the DPO process must be addressed through the Company Engineering Manager using the Differing Professional Opinion (DPO) Submittal Form available through the Company Contract Technical Representative.

H.77 SCHEDULE FOR CONSTRUCTION *(Derived from FAR 52.236-15)*

(a) The Contractor shall, prepare and submit to the Company for approval three copies of a Project Schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The requirements for content and layout are as described in Section C – Statement of Work. The Project Schedule shall be submitted within the time period indicated in Attachment J-8 Contractor/Supplier Submittal Register. If the Contractor fails to submit a schedule within the time prescribed, the Company may withhold approval of progress payments until the Contractor submits the required schedule.

(b) If, in the opinion of the Company, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Company, without additional cost to the Company. In this circumstance, the Company may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Company deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Company under this clause shall be grounds for a determination by the Company that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Company may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

H.78 NEW MATERIAL

Unless this contract specifies otherwise, the Contractor represents that the supplies and components, including any former Government property identified under the Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property Clause of this contract, are new, including recycled (not used or reconditioned) and are not of such age or so deteriorated as to impair their usefulness or safety. If the Contractor believes that furnishing used or reconditioned supplies or components will be in the Company's and the Owner/United States Government's interest, the Contractor shall so notify the

Company in writing. The Contractor's notice shall include the reasons for the request along with a proposal for any consideration to the Company if the Company authorized the use of used or reconditioned supplies or components.

H.79 ACCESS

Contractor personnel shall not be permitted unescorted access to any site facility without proper training and badging. The Contractor shall be responsible for compliance with all safety, health, security and other requirements of the project site. All work to be performed at the project site or off-site facilities will be in compliance with the Security requirements as specified within the contract.

H.80 DOE NUCLEAR SAFETY REQUIREMENTS & INDEMNIFICATION FOR NUCLEAR SAFETY VIOLATIONS *[As derived from 10 CFR 820]*

(a) The Contractor shall comply with all applicable DOE Nuclear Safety Requirements as defined in 10 C.F.R. 820, *Procedural Rules for DOE Nuclear Activities,* and with provisions that implement these requirements contained elsewhere in this contract.

(b) The Contractor shall implement, document, and maintain such programs (e.g., administrative controls, procedures, and technical work documents) as necessary to ensure compliance with paragraph (a) including the maintenance of complete and accurate records. The Contractor's programs and associated documents are subject to review at all times by the Company. All information and documentation submitted by the Contractor pursuant to this clause must be complete and accurate in all material aspects as required by 10 C.F.R. 820.11.

(c) The Contractor shall promptly identify, document, and correct (subject to the Company's approval) noncompliance's and deviations from the requirements in paragraphs (a) and (b). If additional information is needed by the Company, the Contractor shall provide such information upon request.

(d) The Contractor assumes full responsibility and shall indemnify, save harmless, and defend Southern Ohio Cleanup Company LLC, its directors, officers, and employees from any liability under Section 234A (42 U.S.C. 2282a) of the Atomic Energy Act of 1954, as amended, or its Implementing regulations, arising out of the activities of the Contractor, its subcontractors, suppliers, agents, employees, and their officers, or directors. The Contractor's obligation to indemnify and hold harmless shall expressly include attorneys fees' and other reasonable costs of defending any action or proceeding instituted under Section 234A or its implementing regulations.

(e) The Contractor shall include the provisions of this clause, including this paragraph (d), in all lower tier subcontracts for any activity that is subject to a DOE Nuclear Safety Requirement.

H.81 SUBSTANCE ABUSE PROGRAMS

The Contractor shall submit its written Substance Abuse Program within ten (10) calendar days after contract award for Company concurrence. This plan shall be compliant with the requirements of the Southern Ohio Cleanup Company LLC Substance Abuse program, Attachment J-14. The plan shall be implemented within ten (10) calendar days of receipt of the Company's written concurrence. Under the plan,

(a) The Contractor will:

(1) Use its best efforts to assure that all of its workers assigned to work under this contract are drug and alcohol free;

(2) Require its workers under this contract who are permitted access to any Site facility, to submit to the Company random urinalysis testing for the presence of drugs and to the Company random Breathalyzer testing for the presence of alcohol promptly whenever Notice of Testing is given to the Contractor by the Company;

(3) Remove immediately from work under this contract any worker with respect to whom the Medical Review Officer determines to have tested positive for the presence of drugs and/or alcohol;

(4) Remove immediately from work under this contract any worker who fails to present himself or herself to the Company's Medical Department for drug and/or alcohol testing promptly when Notice of Testing is given by the Company to the Contractor with respect to such worker, or who otherwise fails to cooperate with the Company's drug/alcohol testing program;

(5) Remove from work under this contract any employee who, intentionally or unintentionally, whether by action or inaction, causes the urinalysis testing or the Breathalyzer testing of any employee to be frustrated, as, for example, by mis-communicating or by failing to communicate appropriately information regarding Notice of Testing with respect to any Contractor employee.

(b) A worker who has been removed, or required to be removed, from work under this contract pursuant to this clause will not be permitted to return to work under this contract.

(c) Any urinalysis testing and any breathalyzer testing required under this contract will be conducted either by, or at the direction of, the Southern Ohio Cleanup Company LLC Medical Department.

H.82 RESERVED

H.83 KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed and the contractor shall notify the Buyer reasonably in advance of any proposed change to the key personnel identified. The contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Buyer. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Name	Title

H.84 RESERVED

H.85 RESERVED

H.86 RESERVED

H.87 RESERVED

H.88 SITE ACCESS IDENTIFICATION RESTRICTIONS

Due to requirements imposed by the Department of Homeland Security, access to the Portsmouth Gaseous Diffusion site located near Piketon, OH now has additional restrictions. For those entering the site from the states and territories listed below, an additional form of identification aside from the individual's driver's license must be presented. Both forms of identification shall be neither expired nor cancelled.

States and territories requiring additional identification are provided by the Department of Homeland Security at the following web address: https://www.dhs.gov/real-id .

Additional forms of identification considered acceptable (not cancelled nor expired):

- US Passport or a U.S. Passport Card
- US Military ID Card
- US Military dependent's ID card
- PIV Card
- US Social Security Card
- US Coast Guard Merchant Mariner Card
- Certificate of US Citizenship (Form N-560 or N-561)
- Certificate of Naturalization (Form N-550 or N-570)
- US Citizen ID Card
- Certification of Birth Abroad or Certification of Report of Birth issued by the Department of State (Form FS-545 or Form DS-1350)

Refer to clause "H.29 – Foreign Nationals" for information regarding the access of Foreign Nationals.

H.89 ACCESS CONTROLS FOR VISITING MINORS

Access of minors to PPPO areas and facilities controlled for radiologic purposes is not permitted for minors under the age of 18 under any circumstance. Visiting minors may only be permitted into Controlled Access Areas when approved by the PPPO Health Physicist, the appropriate Site Lead and the PPPO Deputy Manager and Manager, or Designee. Such approval shall be documented in writing. Visiting minors must be accompanied by, and under the supervision of, a parent, legal guardian or chaperone. In addition, a Parental Consent for Minors Visiting PPPO must be completed for each visiting minor. This policy is not applicable to workers, who are under the age of 18, including the U.S. Department of Energy (DOE) contractors and their subcontractors and persons working under DOE grants.

PART I – SCHEDULE
SECTION H – DOE SPECIAL CONTRACT REQUIREMENTS

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

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

(a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1 *Rights in Data- Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent

mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.

(b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

(c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

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 (POP) of this Contract it may become necessary for the 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 CO prior to the transfer or assignment.

(b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the 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 CO 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 existing subcontracts including lower-tier 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 CO in writing. This Clause is required as a flow-down clause in all subcontracts.

The following subcontracts are determined necessary for transfer to the successor contractor:

Subcontract	Title	Subcontractor Name	Subcontract Number

[TBD]

DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)

(a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.

(1) The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. 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. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile. Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.

(2) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service

organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.

(b) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the Contract.

(c) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *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 CO 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 CO 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 CO 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.

DOE-H-2061 Change Order Accounting (Oct 2014)

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

DOE-H-2063 Confidentiality of Information (Oct 2014) (Revised)

(a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI 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 CO.

(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 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 CO.

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

(e) Upon request of the CO, 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.

DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (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.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in the Section J attachment entitled, "Requirements Sources and Implementing Documents" in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)

(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 (and more than 50 miles from) 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% 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% 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 a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.

(iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than $75.

(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 three (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 two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

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

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

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 entitled "Requirements Sources and Implementing Documents"

(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 changes clauses in Section I of this contract.

(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.

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

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

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-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 CO.

(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 FAR 52.223-18 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 CO.

(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 Government-leased vehicles are to be provided for use by subcontractor employees.

DOE H-2024 Earned Value Management System (Mar 2019) (Revised)

Definitions. As used in this clause:

"Acceptable Earned Value Management System" means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

"Contract Funds Status Report" (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description (DID) is to be used for the CFSR.

"Earned Value Management System" (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

"Integrated Master Plan" (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

"Integrated Master Schedule" (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

"Integrated Performance Management Report" (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE's IPMR DID is to be used for the IPMR.

"Over Target Baseline" (OTB) means an overrun to the Contract Budget Base (CBB), which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

"Over Target Schedule" (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

"Work Breakdown Structure" means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.

(a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use:

(1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the contractor's various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating,

accounting, and risk management.

(2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.

(i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.

(ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.

(iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month's accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)

(iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(b) EVMS certification.

(1) For contracts supporting projects valued at $100M or more, the contractor's EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE's EVMS certifying authority. If, at the time of award, the contractor's EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.

(2) For contracts supporting projects valued at less than $100M but greater than $50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.

(c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at $100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

(d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after award of the Task Order. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.

(f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(g) Significant deficiencies.

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

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

(3) The Contracting Officer will evaluate the contractor's response or 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;

(iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and

(iv) System disapproval, if corrections to the contractor’s EVMS are not successfully

completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.

(4) When the contractor receives the Contracting Officer's 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.

(h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.

(i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.

(1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.

(2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.

(3) For subcontracts valued at $100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(4) For subcontracts valued at less than $100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(j) Extending a previous contractor’s certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—

(1) Identify the corporate entity that owns the certified EVMS and provide the certification

documentation;

(2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;

(3) Be responsible for full compliance with paragraph (a) of this clause; and

(4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

Subcontractor Timekeeping Records Signature Requirement (Applies to CR Task Orders only)

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a cost reimbursable or variable component in them, which includes those contract types covered by FAR Subpart 16.3, Cost Reimbursement Contracts, FAR Section 16.405, Cost Reimbursement Incentive Contracts, and FAR Subpart 16.6, Time and Materials, Labor Hour, and Letter Contracts. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, Indefinite Delivery Contracts) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing Company for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them. Subcontractors at all tiers performing work under 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 non-fixed- price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed- price subcontracts at all tiers.

Laws, Regulations, and DOE Directives

(a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment entitled "Requirements Sources and Implementing Documents", List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this Contract, the Contractor shall comply with the

requirements of those Department of Energy directives, or parts thereof, provided by Company, until such time as Company approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.

(c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.

Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements

Emergency Response

(a) The DOE Office of Environmental Management (EM) Manager, Company, or Contractor shall determine when an emergency situation may exist at the Portsmouth D&D Project and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager will have the authority to direct any and all activities of the Company, Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Company and Contractor shall perform recovery actions as appropriate.

(b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.

PART II – CONTRACT CLAUSES

SECTION I – FER/DEAR CLAUSES INCORPORATED BY REFERENCE

I.1 FAR 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

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

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

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

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

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

Table I-1. Clauses

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
I.12	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE Office of Inspector General Hotline Poster
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.19	52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (Oct 2016)	
I.22	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)	

I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
I.25	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment (Nov 2021)	
I.29	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.33	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.34	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.35	52.215-14	Integrity of Unit Prices (Nov 2021) – Alt I (Oct 1997)	
I.36	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.38	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
I.39	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.52	52.219-8	Utilization of Small Business Concerns (Oct 2018)	
I.59	52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation (May 2018)	
I.60	52.222-6	Construction Wage Rate Requirements (Aug 2018) (Applies to construction work only)	
I.61	52.222-7	Withholding of Funds (May 2014) (Applies to construction work only)	
I.62	52.222-8	Payrolls and Basic Records (Jul 2021) (Applies to construction work only)	
I.63	52.222-9	Apprentices and Trainees (Jul 2005) (Applies to construction work only)	
I.64	52.222-10	Compliance with Copeland Act Requirements (Feb 1988) (Applies to construction work only)	
I.65	52.222-11	Subcontracts (Labor Standards) (May 2014) (Applies to construction work only)	
I.66	52.222-12	Contract Termination—Debarment (May 2014) (Applies to construction work only)	
I.67	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (Applies to construction work only)	
I.68	52.222-14	Disputes Concerning Labor Standards (Feb 1988) (Applies to construction work only)	
I.69	52.222-15	Certification of Eligibility (May 2014) (Applies to construction work only)	
I.70	52.222-16	Approval of Wage Rates (May 2014) (Applies to CR construction work only)	
I.73	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
I.74	52.222-26	Equal Opportunity (Sep 2016)	
I.79	52.222-35 Full Text Below	Equal Opportunity for Veterans (Jun 2020)	
I.80	52.222-36 Full Text Below	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.81	52.222-37	Employment Reports on Veterans (Jun 2020)	
I.82	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.83	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.84	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below

I.87	52.222-50	Combating Trafficking in Persons (Nov 2021)	
I.88	52.222-54	Employment Eligibility Verification (May 2022)	
I.89	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
I.90	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
TBD	52.222-90	Addressing DEI Discrimination by Federal Contractors	
I.94	52.223-6	Drug-Free Workplace (May 2001)	
I.104	52.223-18	Encouraging Contractors Policies to Ban Text Messaging While Driving (Jun 2020)	
I.114	52.225-9 Full Text Below	Buy American – Construction Materials (Nov 2021)	(b)(2) None
I.115	52.225-11 Full Text Below	Buy American – Construction Materials Under Trade Agreements (Nov 2021)	(b)(3) None
I.116	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	

I.117	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
I.118	52.227-3	Patent Indemnity (Apr 1984)	
I.120	52.227-9	Refund of Royalties (Apr 1984)	
I.122	52.228-5	Insurance – Work On A Government Installation (Jan 1997) (Applies to FFP Task Orders only)	
I.124	52.230-2	Cost Accounting Standards (Jun 2020) *(Note: This clause will not be included in the resulting Contract if awarded to a small business concern)*	
I.125	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
I.139	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)	
I.154	52.236-13	Accident Prevention (Nov 1991) – Alt I (Nov 1991) (Applies to FFP construction or D&D work only)	
I.175	52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2022)	
I.176	52.245-1	Government Property (Sep 2021)	
I.181	52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	
I.183	52.247-67 Full Text Below	Submission of Transportation Documents for Audit (Feb 2006)	
I.195	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.196	952.204-2	Security Requirements (Aug 2016)	
I.197	952.204-70	Classification/Declassification (Sep 1997)	
I.199	952.204-77	Computer Security (Aug 2006)	
I.201	952.208-70	Printing (Apr 1984)	
I.202	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.205	952.217-70	Acquisition of Real Property (Mar 2011)	
I.206	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
I.208	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alt I (Oct 2010)	
I.217	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
I.220	970.5204-3	Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	See full text below

I.221	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) – Alt II (Aug 2009) Note: For the clause referenced in paragraph (a)(4), see Section B clause entitled, *Conditional Payment of Fee - DOE Performance Criteria/Requirements*	
I.223	970.5223-1	Integration of Environment, Safety, and Health into Work Planning (Dec 2000)	
I.224	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
I.227	970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2000)	
I.229	970.5227-8	Refund of Royalties (Aug 2002)	
I.231	970.5227-10	Patent Rights - Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (Dec 2000)	
I.232	970.5227-11	Patent Rights - Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	

Acronyms:
CPIF = cost plus incentive fee
CR = cost reimbursement
D&D = decontamination and decommissioning
DEAR = U.S. Department of Energy Acquisition Regulation
DOE = U.S. Department of Energy
EPA = U.S. Environmental Protection Agency
FAR = Federal Acquisition Regulation
FFP = firm fixed price
HUBZone = Historically Underutilized Business Zone
PRB = post-retirement benefit
TBD = to be determined

This contract incorporates one or more clauses, by reference, as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier in parentheses as was used above.

(I.22) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)

(a) Definitions. As used in this clause–

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement sub-networks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to

covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(I.79) FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.80) FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(I.84) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment entitled "Wage Determinations – Service Contract Labor Standards and Construction Wage Rate Requirements" applicable to this Contract)

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Accounting Clerk I	GS-3	$13.50
Accounting Clerk II	GS-4	$15.15
Admin Assistant	GS-7	$21.00
Chemical Operator	WG-7	$20.06
Dosimetry Technician	GS-9	$25.69
Drafter III	GS-6	$18.90
Drafter IV	GS-8	$23.26
Engineer Technician I	GS-3	$13.50
Environmental/Laboratory Technician	GS-7	$21.00
Executive Assistant	GS-7	$21.00
Facilities Coordinator	GS-7	$21.00
Finance Clerk	GS-5	$16.95
General Clerk I	GS-2	$12.37
General Clerk II	GS-3	$13.50
Haz Mat Technician Specialist	GS-9	$25.69
Health Physics Technician III	GS-9	$25.69
Industrial Vacuum Loader Operator	WG-10	$26.34
Instrument Mechanic	WG-10	$26.34
Information/Records Specialist II	GS-5	$16.95
Information/Records Specialist III	GS-6	$18.90
Information Mgmt. Technician II	GS-9	$25.69
Inventory Supply Specialist	GS-7	$21.00
Laborer, Transportation	WG-3	$15.79
Locomotive/Switchman	WG-7	$20.06
Material Coordinator	WG-7	$20.06
Medical Assistant	GS-4	$15.15
Millwright	WG-10	$26.34
Office Manager	GS-6	$18.90
Pipefitter	WG-10	$26.34
Planning/Control Analyst	GS-4	$15.15
Plant System Operator	WG-9	$25.10
Private Motor Carrier Operator	WG-8	$23.55
Procurement Coordinator	GS-8	$23.26
Procurement Technician II	GS-6	$18.90
Procurement Technician III	GS-7	$21.00
Professional Warehouse Attendant	WG-5	$18.95
Project Control Analyst	GS-4	$15.15
QA Technician	GS-6	$18.90
Radiation Control Technician III	GS-7	$21.00
Radiation Control Technician Specialist	GS-9	$25.69
Radiochemistry Technician	GS-7	$21.00
Records Clerk	GS-5	$16.95
Regulatory Specialist	GS-9	$25.69
Rigger	WG-10	$26.34

Table I-2. Classes of Service, Wage, and Fringe Benefits

Classifications	Grade	Equivalent Pay
Safety Technician Specialist	GS-4	$15.15
Secretary I	GS-4	$15.15
Secretary II	GS-5	$16.95
Secretary III	GS-6	$18.90
Training Administrator	GS-9	$25.69
Word Processor III	GS-5	$16.95

(TBD) 52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

(I.114) FAR 52.225-9 Buy American – Construction Materials (Nov 2021)

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

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

(1) Means any item of supply (including construction material) that is –

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

Cost of components means –

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

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

Domestic construction material means –

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

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

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

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

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

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

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

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

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

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or

forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that –

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

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

statute. (1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including –

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

Domestic construction material			
[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)]. [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]			

(I.115) FAR 52.225-11 Buy American-Construction Materials Under Trade Agreements (Nov 2021)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

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

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

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

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

Cost of components means—

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

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

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste,
Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

Domestic construction material means—

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

or a combination of both-

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

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

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

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

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

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

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

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

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

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

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

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

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[none]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy

American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

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

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

(c) Request for determination of inapplicability of the Buy American statute. (1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate

adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

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

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

[Include other applicable supporting information.]

(I.183) FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid:

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to:

[Contracting Officer identified in Section G]

(I.220) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23
)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property

(a) of the Government and shall be maintained in accordance with 36 Code of Federal

Regulations (CFR), Chapter XII, --Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of thecontractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
(2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(4) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii)Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(g) Subcontracts.

(1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to:

A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

(2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

PART III – LIST OF ATTACHMENTS, EXHIBITS & OTHER DOCUMENTS

SECTION J – ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment No.	Title	Document Location
J-1	Construction Tax Exemption Certificate	
J-2	Performance Bond	Section B.11
J-3	Payment Bond	Section B.11
J-4	Subcontractor Request Form	Section B.9
J-5	Contractor Daily Report	Section C7.1
J-6	Contractor Document Transmittal Form/Process	Section C8.1
J-7	Reserved	
J-8	Contractor / Supplier Submittal Register	Section C8.2
J-9	General President's Project Maintenance Agreement (GPPMA)	Section H18
J-10	Reserved	
J-11	Request for Information	Section H1
J-12	Contractor Overtime Request	Section H52
J-13 Rev 1	J-13 Rev 1 Health & Safety Requirements for Onsite Work at the following web address are incorporated into and become part of this contract: Documents :: SOCCo	Section C
J-13 A1	J-13 Appendix 1 Training Catalog	Section C
J-14	HR-144 Workplace Substance Abuse Program	Section H81
J-15	Specification 01546 (Ports SOCCO Site Security Requirements)	Section C12
J-16	Standard Procurement Quality Requirements. SOCCO-QA-PRO-00016	Section C13
J-17	Davis Bacon Labor Determination	Section H18
J-18	Certificate of Insurance	Section H24
J-19	Progress Payments Release	Section G4
J-20	Final Payment Release	Section G4
J-21	Back Charge Agreement	Section G7
J-22	Notice of Completion	Section H54
J-23	Notice of Rejection	Section H54
J-24	Notice of Acceptance	Section H54
J-25	Work Plan Format	Section C3.7
J-26	Job Hazard Work Analysis	
J-27	Pay Item Invoice Schedule Invoice	Section G6
J-28	Pay Item Invoice Summary	Section G6
J-29	SOCCO Fire Protection	Section C10
J-30	Four Week Rolling Schedule	Section C6.5

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 AGREEMENT TO CONTRACT TERMS AND CONDITIONS/GENERAL PROVISIONS

K.2 REPRESENTATION AND CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS

PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS/OFFERORS

SOUTHERN OHIO CLEANUP COMPANY LLC

AGREEMENT TO CONTRACT
TERMS AND CONDITIONS/GENERAL PROVISIONS

This proposal in response to RFP No. _____ is based on full acceptance of the General Provisions, Section I. (**This block must be checked.** The Company will not entertain any exceptions to the Section I, General Provisions.)

[ ] General Provisions, Section I, are accepted without exception.

All exceptions to provisions other than the General Provisions of this RFP are delineated and **attached to this form.**

[ ] Provisions accepted without exception.

[ ] Provisions accepted with the following exception(s):

_____
(Signature) (Date)

_____
(Company)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

Attached Separately

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROPOSAL PREPARATION INSTRUCTIONS

Offerors shall provide proposals in two separate volumes.

Volume 1 – Technical/Management Proposal
Volume 2 – Cost/Contractual Proposal

Volume 1- <u>Technical/Management Proposal</u>

(a) **General:** The technical proposal should be specific, detailed, and complete to demonstrate clearly and fully that the perspective Offeror has a thorough understanding of the requirements. The technical proposal should include sufficient detail in order to enable Southern Ohio Cleanup Company LLC (SOCCO or "The Company") technical personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal meets the requirements of the Solicitation and is technically responsible. Note that references to the 'Offeror' below refer to the Offeror including its Subcontractors.

(b) **Technical Qualification Information Requirements:** The technical proposal should contain, as a minimum, the following information. Past Performance, Key Personnel and qualifications, Project Schedule, Technical Approach, and Health and Safety Information that provides sufficient information for SOCCo to Validate an offeror's ability to meet the minimum qualification criteria specified in Section M.

i. **Past Performance:** Offeror is to provide evidence for a minimum of 5 years of experience with relevant projects. For verification of past contract performance, the proposal must include the following information:
   - Client Name and Address
   - Client Technical Point of Contact and phone number
   - Brief Description of Work Scope
   - Contract Type
   - Period of Performance
   - Contract Value

ii. **Key Personnel and qualifications: Submit** resumes and qualifications for the following Key Positions:
   - Project Manager
   - Onsite Superintendent
   - Health/Safety/Environmental Representative
   - Industrial Hygiene Representative

iii. **Schedule:** Submit a Critical Path Method (CPM) Schedule that clearly identifies both, all logical relationships/dependencies between activities related to the project, and the project's projected critical path schedule from Notice to Proceed through project completion.

iv. **Technical Approach:** The technical approach should include at a minimum the following:

- Detailed project execution plan
- Quality Assurance Program
- Man-power staffing levels
- Use of major equipment planned for the work

v. **Health and Safety Information**. The Offeror should provide the following information for its firm and all proposed subcontractors that will be performing any type of onsite work at Portsmouth:
   - Offeror's Experience Modification Rate (EMR) for the past three (3) years
   - OSHA 300 Log and Summary for past three (3) years.
   - OSHA Total Recordable Case Rate (TCR) for the past three (3) years

(c) **Minimum Qualification Requirements:** Section M contains minimum qualification requirements. Offeror must meet these qualification requirements to be eligible for award. Offeror's technical proposal must include evidence and supporting documentation to support a favorable determination that Offeror meets each and every qualification requirement.

No information regarding pricing shall be provided within the technical proposal.

Volume 2 – <u>Price/Cost Proposal</u>

REQUIRED PRICE PROPOSAL SUBMITTALS

(a) Completed Southern Ohio Cleanup Company LLC Solicitation, Offer and Award Form.
(b) Completed Section B- Pricing Schedule –Proposed List of Subcontractors
(c) Cost and pricing data in accordance with Public Law 87-653, "Truth in Negotiations Act", when applicable.
(d) Completed Southern Ohio Cleanup Company LLC Representations, Certifications and other Statements of Bidders/Offerors (Section K).
(e) Completed Agreement to Contract Terms and Conditions/General Provisions (Section K), with any exceptions detailed and attached.
(f) Completed Organizational Conflicts of Interest Representation or Disclosure Statement, Attachment No.1 to Southern Ohio Cleanup Company LLC Representations, Certifications and Other Statements of Bidders/Offers (Section K), when applicable.
(g) A Certificate of Insurance in accordance with the Southern Ohio Cleanup Company LLC General Provision entitled "Required Insurance." (Ref. H24)
(h) Financial Statement - The Offeror shall, upon request, promptly furnish Southern Ohio Cleanup Company LLC with a current certified statement of the Offeror's financial condition and such as data as Southern Ohio Cleanup Company LLC may request with respect to the Offeror's operations. Southern Ohio Cleanup Company LLC will use this information to determine the Offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds. If this was provided in the prequalification, so state.
(i) The Offeror's proposal shall include a completed Attachment 1 of this Section L, in MS Excel, providing a breakdown of the Offeror's pricing SOCCO will use the price breakdown as part of the proposal evaluation process, and as the basis for Section B, of the Contract once awarded.
(j) Bidder's attention is drawn to FAR clauses 52.225-21 through 52.225.25 regarding the Buy American Act and the use of foreign construction materials, American iron, steel and manufactured goods. Bidder shall complete and include with Bidders proposal any required information regarding the use of foreign construction materials, use of American iron, steel and manufactured goods as noted therein. Bidder's information will be used to request an exception to the Buy American Act statute as appropriate.

L.2 FORMAL COMMUNICATIONS

Formal communications such as Requests for Clarification and/or information concerning this solicitation should be submitted either electronically or in writing to the address below:

Attn: Kelli Bunstine
Title: Contract Administrator
Southern Ohio Cleanup Company LLC
P.O. Box 368
Piketon, Ohio 45661
Telephone: (740) 897-3941
Email: kelli.bunstine@ports.pppo.gov

L.3 SUBMISSION OF PROPOSALS & PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for **July 29, 2026 9:00 A.M. EST**, at Southern Ohio Cleanup Company LLC's, **X-152F Break Trailer** to discuss the requirements of this solicitation. Offerors are requested to submit the names of its personnel who plan to attend this conference *(submit at least 24 hours in advance of the pre-proposal meeting)* to the Contract Technical Representative. Offerors are encouraged to attend this conference.

Proposal Due Date: Proposals must be received on or before **August 6, 2026 1:00 P.M Eastern Daylight/Standard Time.** While electronic submission is preferred, offers and modifications thereof may be submitted in sealed envelopes or packages, with the technical and commercial volumes clearly separated within the package. A representative of the Offeror authorized to legally bind the company must sign the original proposal. Envelopes or packages containing proposals shall be marked with the solicitation number, date and hour specified for receipt of offers, and the name and address of the Offeror on the outer cover in the lower right-hand corner.

Proposals shall be addressed as follows:

E-mail version to kelli.bunstine@ports.pppo.gov (files must be less than 10M each). Call to confirm receipt.

When the Offeror chooses to transmit a facsimile or email proposal, Southern Ohio Cleanup Company LLC will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:

(1) Receipt of garbled or incomplete proposal.
(2) Availability or condition of the receiving facsimile equipment.
(3) Incompatibility between the sending and receiving equipment.
(4) Delay in transmission or receipt of proposal.
(5) Failure of the Offeror to properly identify the proposal.
(6) Illegibility of proposal.
(7) Security of proposal data.

Hard copy versions in sealed envelopes to:

USPS	Overnight
Southern Ohio Cleanup Company LLC	Southern Ohio Cleanup Company LLC
Attn. Kelli Bunstine	Attn. Kelli Bunstine
Contract Administrator	Contract Administrator
P.O. Box 548	3930 US Rt. 23 South, X-1000
Piketon, Ohio 45661	Piketon, OH 45661

E-mail and hard copy versions are expected to be identical in substance and format.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

Any explanation desired by prospective Offerors regarding the meaning or interpretation of the solicitation, specifications, etc. shall be transmitted in writing. The format of the questions shall follow the sequential numbering of this solicitation's sections and paragraphs and shall state the major paragraph heading.

All questions must be submitted in writing by Monday, July 30, 2026, 10:00 A.M. Eastern Daylight/Standard Time.

All costs and expenses incurred by you in preparing your proposal will be borne solely by you. You will be informed whether or not your proposal has been successful. We reserve the right to reject any or all proposals. Actual award of the Contract(s) is contingent upon execution of formal documents satisfactory to both parties and funding availability.

Southern Ohio Cleanup Company LLC, (SOCCO) reserves the right to accept: or reject any proposal with or without prior discussion with the Offeror(s); determine that any proposal not submitted in accordance with this Request for Proposal (RFP) is non-responsive and reject the proposal.

- award a contract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the most favorable technical and price terms);
- select one or more Offerors to negotiate with;
- reject any or all proposals received;
- issue a request for revised proposals; or
- cancel the RFP without awarding a contract.

L.5 PERIOD OF ACCEPTANCE

Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

L.6 NAICS CODE AND SMALL BUSINESS SIZE STANDARD

(a) The North American Industry Classification System (NAICS) for this acquisition is **NAICS CODE 237990**.
(b) The small business size standard is 45 Million.

L.7 PREPARATION OF OFFERS

(a) Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the Offeror's risk.

(b) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. The person signing the offer must initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to Southern Ohio Cleanup Company LLC.

(c) For each item offered, Offerors shall (1) show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price/cost for the quantity of each item offered in the "Quantity" column of the Schedule. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

L.8 RESERVED

L.9 SMALL BUSINESS SUBCONTRACTING PLAN

If the Offeror is other than a small business as defined in Item No. L.6 above, a subcontracting plan that separately addresses subcontracting with small and small disadvantaged businesses is required with proposals with proposed price exceeding $1,500,000 for construction and $650,000 for other services. This plan shall include the elements as defined in FAR 52.219-9, Small Business Subcontracting Plan, Alternate II. This plan will be attached to and made a part of the proposed contract. Failure to submit and negotiate the subcontracting plan may make the Offeror ineligible for award.

L.10 FAILURE TO SUBMIT AN OFFER

Those firms not responding should advise Southern Ohio Cleanup Company LLC why no offer is being submitted and whether the firm wishes to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify Southern Ohio Cleanup Company LLC that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

(a) Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(b) Notwithstanding Paragraph A above, a late modification of an otherwise successful proposal, that makes its terms more favorable to the Company, will be considered at any time it is received before award and may be accepted.

(c) Proposals may be withdrawn by written notice received at any time before award. Proposals may be also withdrawn via facsimile or email if the request is received by the proper Company Buyer at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.12 OPENING OF PROPOSALS

There will be no public opening of the proposals. Offerors may be advised of award as soon as possible after source selection has been made and the consent of the Department of Energy (DOE) has been submitted, if required.

L.13 PROTESTS

(a) This is not a solicitation issued by the U.S. Government, and Southern Ohio Cleanup Company LLC is not acting as an agent of the U.S. Government in issuing this solicitation. Any contract resulting from this solicitation will not be a contract of the U.S. Government. Therefore, the courts and administrative organizations that have jurisdiction over bid protests relating to the award of government contracts will not have jurisdiction to consider any protest relating to the award or proposed award of a contract relating to this solicitation.

(b) The DOE has advised Southern Ohio Cleanup Company LLC that the DOE will not act upon any protest about the award or proposed award resulting from this solicitation, and that it will not request the General Accounting Office (GAO) to consider any such protest.

L.14 DISCLAIMER

This solicitation does not commit the United States Government and/or Southern Ohio Cleanup Company LLC to pay for any costs incurred in the preparation and submission of a proposal or for any other costs incurred prior to the execution of the contract. This solicitation shall not be construed in any manner to be an obligation on the part of the United States Government and/or Southern Ohio Cleanup Company LLC to enter into a contract or any other arrangement with the Offeror.

L.15 SPECIAL NOTES

Sections L and M will be physically removed from any resultant award.

L.16 FINAL REVISED PROPOSALS

(a) Offerors are cautioned to review carefully all terms and conditions and specifications of this solicitation prior to the submission of proposals. Southern Ohio Cleanup Company LLC may award this solicitation without discussion of proposals received.

(b) Discussions may be held at the sole discretion of Southern Ohio Cleanup Company LLC. A complete understanding of technical requirements and all other terms and conditions of the proposed contract should exist between the Offeror and Southern Ohio Cleanup Company LLC at the conclusion of any such discussions. Final revised proposals may be requested upon the completion of discussions if held.

(c) Offerors may not submit any new or revised terms or conditions in their final revised proposals that have not been fully disclosed, discussed, and understood during discussions. Any such revisions must be substantiated and must be able to be traced back to the original proposal. Any revisions or non-concurrence to negotiated agreement terms and conditions submitted in the revised proposal may be a basis for the rejection of the Offeror's final revised proposal.

L.17 TEAMING SUBCONTRACTORS OF SOUTHERN OHIO CLEANUP COMPANY LLC

Offerors are cautioned that if your company is a Parent, Division, Affiliate or teaming partner of Amentum Environment & Energy, Inc., Fluor Federal Services, Inc. or Cavendish Nuclear (USA), the members of Southern Ohio Cleanup Company LLC that is performing prime contract 89303323DEM000089 with the Department of Energy, you must identify this on the OCI certification in Section K.

L.18 ORAL PRESENTATIONS

Oral presentations may be required from the Offeror's determined to be in the competitive range. The content, format, time and location of any oral presentation will be specified in writing by Southern Ohio Cleanup Company LLC. The presentations may be held at Southern Ohio Cleanup Company LLC or the Offeror's facility. The purpose of any oral presentation will be to facilitate understanding by Southern Ohio Cleanup Company LLC of the Offeror's Technical Proposal.

L.19 FACILITIES CAPITAL COST OF MONEY

(a) Facilities capital cost of money will not be an allowable cost under the contemplated contract,

(b) The resulting contract will include the clause Waiver of Facilities Capital Cost of Money (FAR 52.215-17).

L.20 COST OR PRICING DATA

(a) Although not presently required by this solicitation, the requirements of the Southern Ohio Cleanup Company LLC's prime contract may necessitate that an Offeror's proposal be fully supported by cost and pricing data in accordance with Public Law 87-653, "Truth in negotiations Act." If required, failure to provide cost and pricing information in support of the proposal as set forth herein may be sufficient cause to reject an Offeror's proposal.

(b) In the event that any cost data or supporting information described herein is deemed to be proprietary, or otherwise not available to Southern Ohio Cleanup Company LLC, Offerors shall provide the location of pertinent data available for assist audit by the government.

L.21 TECHNICAL/PERFORMANCE EVALUATION

Representatives from, but not limited to, Southern Ohio Cleanup Company LLC Quality Assurance and Southern Ohio Cleanup Company LLC Acquisitions may conduct a Technical/Performance Evaluation to verify the Offeror's compliance with this solicitation's requirements. Such an evaluation may include, but will not necessarily be limited to, an inspection of capacity, capability, procedures, management control systems (financial, quality assurance and schedule), and material storage and handling procedures. This evaluation could be conducted at the Offeror's manufacturing facility or conducted as a review of appropriate documents, past performance, previous Southern Ohio Cleanup Company LLC surveys, surveys performed by other Department of Energy (DOE) sites, etc. The method of evaluating is at the discretion of Southern Ohio Cleanup Company LLC. The conduct of such an evaluation does not constitute a commitment by Southern Ohio Cleanup Company LLC to award any contract to the Offeror. Failure by the Offeror to successfully demonstrate its ability to comply with the requirements of this solicitation may result in the Offeror being considered non-responsible and removed from further consideration.

L.22 PROPRIETARY RIGHTS

Southern Ohio Cleanup Company LLC's proprietary rights are involved in the information disclosed and requested herein. The Offeror shall not disclose neither this document nor the information disclosed herein, nor any part thereof, shall be reproduced or transferred to other documents, or used or disclosed to others for any other purpose other than for purposes of this proposal, except as specifically authorized in writing by Southern Ohio Cleanup Company LLC.

L.23 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by Southern Ohio Cleanup Company LLC except for evaluation purposes, shall--

(a) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside Southern Ohio Cleanup Company LLC Portsmouth LLC and the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with-- the submission of this data, Southern Ohio Cleanup Company LLC and the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit Southern Ohio Cleanup Company LLC's or the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(b) Mark each sheet of data it wishes to restrict with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title

page of this proposal or quotation."

L.24 RESERVED

L.25 RESERVED

L.26 PROPOSAL PRICING BREAKDOWN SHEET

Pay Item	Pay Item Description	Labor $	Material $	Equipment $	Subcontractor Labor $	Subcontractor Material $	Subcontractor Equipment $	TOTAL PRICE
01	Pre-Mobilization Submittals and Training							
02	X-330 MSA Mobilization							
03	X-330 MSA Demolition and Repair Phase 1							
04	X-330 MSA Demobilization							
05	Project Close-Out							
	TOTAL FIRM FIXED PRICE							

L.27 PROPOSAL TECHNICAL BREAKDOWN SHEET

Labor Categories (*modify as necessary*)	**Number of Personnel**	**Total Hours**
Laborers		
Pipefitters		
Carpenters		
Electricians		
Operators		
Iron Workers		
HSE		
QA		
PM		
Superintendent		
Total		

Key Material Procurements	**UOM**	**Quantities**

Major Pieces Equipment	**Quantity**	**Total Duration***

**Total Duration based on one piece of equipment (e.g. 1 month rental of 2 forklifts = 2 months total duration)*

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 INTRODUCTION

Southern Ohio Cleanup Company LLC. (SOCCO or "The Company") acting under its contract with the Department of Energy, intends to issue a contract for: ***X-330 MSA Demolition and Repair Phase 1.***

The Company intends to evaluate proposals and award a contract without discussions with the Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Company reserves the right to conduct discussions if it determined that they are necessary.

SOCCO will evaluate proposals and select an Offeror for award of a contract in accordance with the evaluation factors set forth below.

M.2 BASIS FOR AWARD

Lowest Prices, Technically Acceptable (LPTA)

SOCCO will utilize a Lowest Price Technically Acceptable source selection process. Technical tradeoffs will not be made and no additional credit will be given for exceeding requirements. SOCCO will award a contract to the technically acceptable offeror with the lowest evaluated price provided the offeror is deemed responsible and submits a proposal conforming to the solicitation requirements.

M.3 EVALUATION OF PROPOSALS

MINIMUM QUALIFICATION REQUIREMENTS (GO/NO-GO CRITERIA)

Offeror's proposal must include information to allow SOCCO to validate compliance with the solicitation requirements. Proposals will first be reviewed against the following minimum qualification requirements (go/no go requirements) in order to be eligible for award. In addition to meeting the minimum qualifications, SOCCO will review proposals for overall technical acceptability in regards to the entire solicitation.

Minimum Qualifications:

(a) **Past Performance:** Company, or traceable Company history, has a minimum of five (5) years of corporate experience with similar projects. Description of three (3) similar projects of equal or greater magnitude. Past Performance shall meet the following requirements:
o Project was completed by Offeror within the last ten (10) years
o Name and contact information (phone and email) of one refence for each project

(b) **Key Personnel and qualifications:**
- The Project Manager and Site Superintendent must have a minimum of five (5) years of applicable experience on projects of similar scope, hazard, cost, and complexity.
- The HSE Representative must meet the following criteria listed in Attachment J-13, Environmental Health and Safety Requirements for On-Site Work. Offeror's proposal

must include information to allow SOCCO to validate Offeror's compliance with the requirement.

(a) Completed OSHA 30 Training.
(b) Ability to demonstrate adequate safety knowledge of Attachment J-13.
(c) Ability to explain how to effectively implement a safety and industrial hygiene program for this project.
(d) Ability to explain how to manage injuries/illnesses as well as accident prevention.
(e) Ability to keep documentation accurate and up to date as required by the terms and conditions of this Contract as well as those requirements identified by OSHA or other regulatory agencies.
(f) 5 years verifiable applied safety and health experience, with 3 years of that time in the construction industry, as a full-time safety professional.
(g) A familiar knowledge of the major environmental laws which envelop the work activities at the site including the Clean Air Act, Clean Water Act, RCRA, and CERCLA.

(c) **Schedule:** The Offeror's schedule must show the sequence in which the Offeror proposes to perform the work and be in accordance with the Milestone Schedule included in Section C.

(d) **Health and Safety Information**: The Offeror and all Onsite Lower-Tier Subcontractors' Experience Modification Rate (EMR) and Total Case Rate (TCR) must be 1.0 or less. Greater than 1.0 requires additional explanation and will be subject to review and approval by SOCCO.

(e) All contractors performing electrical related work at the PORTS site must be a Licensed Electrical Contractor in the State of Ohio or Reciprocal States, issued through the Ohio Construction Industry Licensing Board (OCILB).

Administrative Reviews

SOCCO will also evaluate each proposal from a contracts/administrative perspective to ensure financial standing; resource allocations, etc. indicate that the Offeror(s) can reasonably be expected to perform the required work successfully. The review may be based on submittals provided by the Offeror(s) and information gathered from other sources including past performance for SOCCO or other customers, review of D&B reports, excluded parties list search (EPLS in SAMS), review of any exceptions to T&C, and other similar evaluations to determine if Offerors are responsive and responsible.

PRICE EVALUATION- The following price evaluation criteria shall be used to evaluate the price proposals submitted to Southern Ohio Cleanup Company LLC for this solicitation.

1. Southern Ohio Cleanup Company LLC will evaluate total pricing, for award purposes only, by adding the total price of all items shown in Section B.

2. All Offerors shall propose only the unit of measure specified in Section B, to be found responsive.

Multiple awards may be awarded at the sole discretion of Southern Ohio Cleanup Company LLC. SOCCO reserves the right to award any, all, or none of the individual Contract Line Items as specified in Section B.2.

M.4 PRICING IRREGULARITIES

The Company may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items, sub line items or options. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to the cost for the work, and if there is reasonable doubt that the offer will result in the lowest overall cost to the Company, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

M.5 RESERVED