

SUPPLY CHAIN MANAGEMENT CENTER STRATEGIC SOURCING AGREEMENT

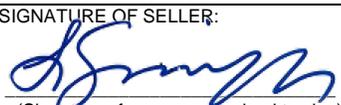
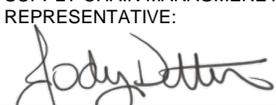
Agreement Template Rev 13
April 2019

**Honeywell Federal Manufacturing & Technologies, LLC, Kansas City National Security Campus
Through its organization the Supply Chain Management Center for use by the
National Nuclear Security Administration (NNSA) Prime Contractors and the
Department of Energy (DOE) Environmental Management (EM) Contractors**

SECTION A – SCHEDULE OF ITEMS/PRICES/COSTS				
1. AGREEMENT NUMBER WS190316	2. EFFECTIVE DATE 02/26/2020	3. DPAS RATING (See 15 CFR 700) Unrated (See block 13)	PAGE 1	OF PAGES 16
4. CAUTION: IF BLOCKS 4a and 4b ARE COMPLETED, THIS DOCUMENT IS PROVIDED TO CONFIRM AN ORAL ORDER PREVIOUSLY PLACED WITH YOUR FIRM – DO NOT DUPLICATE SHIPMENT!		4a. SELLER REPRESENTATIVE WHO ACCEPTED ADVANCE CONFIRMATION:	4b. DATE OF ADVANCE CONFIRMATION:	
5a. SCMC ORGANIZATION INFORMATION (Company Name & Address): Honeywell Federal Manufacturing & Technologies, LLC Kansas City National Security Campus Supply Chain Management Center (SCMC - D/R90) 14520 Botts Road Kansas City, MO 64147		5b. COMMODITY MANAGER CONTACT INFORMATION: Name: Jody Detten Phone: (816) 488-2254 Email: jdetten@kcnscc.doe.gov		
6. NAME AND ADDRESS OF SELLER: Hill International, Inc. One Commerce Square 2005 Market Street, 17th Floor Philadelphia, PA 19103		7. SEND INVOICES TO: Invoices shall be sent to the NNSA Prime Contractor or DOE-EM Contractor issuing transactions which reference this Strategic Sourcing Agreement		
8. SHIP TO/MARK FOR: Shipping locations shall be in accordance with the NNSA Prime Contractor and/or DOE-EM Contractor site issuing transactions which reference this Strategic Sourcing Agreement		9. PAYMENT TERMS: Net 30		
		10. F.O.B. POINT: <input type="checkbox"/> N/A – Nothing to Ship <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Shipping Point <input type="checkbox"/> Other: Specify City and State		
		10A. FREIGHT PAYMENT TERMS: <input checked="" type="checkbox"/> Seller Pays Freight <input type="checkbox"/> Buyer Pays		

SCHEDULE OF ITEMS/PRICES/COSTS							
11A. LINE-SCHEDULE NO.	11B. ITEM ID NO.	11C. ITEM DESCRIPTION: (See Section A on next page for additional items, if any.)	11D. QUANTITY	11E. UNIT	11F. UNIT PRICE	11G. AMOUNT	11H. DELIVERY SCHEDULE
See Section B	See Section B	See Section B			See Section B	See Section B	See Section B

11. TOTAL AMOUNT OF AGREEMENT: TOTAL ESTIMATED NNSA PRIME CONTRACTOR AND/OR DOE-EM CONTRACTOR SPEND. HOWEVER, SELLER IS REMINDED THAT THIS ESTIMATED SPEND IS FOR REFERENCE PURPOSES ONLY. THIS STRATEGIC SOURCING AGREEMENT IS NOT A FUNDED INSTRUMENT. ADDITIONAL DETAILS PROVIDED UNDER SECTION 'B' BELOW.	\$ See Section B
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STRATEGIC SOURCING AGREEMENT ACCEPTANCE			
12. NOTICE: DELIVERY OR PERFORMANCE OF ANY PORTION OF THIS AGREEMENT SHALL CONSTITUTE UNCONDITIONAL ACCEPTANCE OF THIS AGREEMENT AND ALL OF ITS TERMS.			
13. SIGN AND RETURN THE REQUIRED AGREEMENT ACCEPTANCE BELOW WITHIN 10 WORKING DAYS.			
14. NAME AND TITLE OF SELLER REPRESENTATIVE: Vic Spinabelli, Jr., Senior Vice President		15. NAME OF SUPPLY CHAIN MANAGEMENT CENTER REPRESENTATIVE: Jody Detten	
14A. SIGNATURE OF SELLER: BY:  (Signature of person authorized to sign)	14B. DATE SIGNED: 2/26/2020	15A. SIGNATURE OF HONEYWELL FM&T, LLC SUPPLY CHAIN MANAGEMENT CENTER REPRESENTATIVE: 	15B. DATE SIGNED: 02/26/2020

SECTION B – SCHEDULE OF ITEMS/PRICES/COSTS – CLAUSES**1. INTRODUCTION**

Honeywell Federal Manufacturing and Technologies (FM&T) LLC, Kansas City National Security Campus, (a Management and Operating Contractor for the National Nuclear Security Administration - NNSA), in performance of work under Prime Contract Number DE-NA0002839, through its organization, the Supply Chain Management Center (SCMC), for use by NNSA Prime Contractors and the Department of Energy (DOE) Environmental Management (EM) Contractors, has been granted authority by NNSA and DOE to leverage NNSA Prime Contractor and/or DOE-EM Contractor (hereinafter referred to collectively as "Contractors" or individually as "Contractor") requirements and related spend through the issuance of Strategic Sourcing Agreements (referred hereafter as Agreements). These Agreements are awarded by the FM&T/SCMC to establish product/service descriptions and performance scope; pricing; terms and conditions; and, quality and delivery requirements. These Agreements should be considered in the same manner as a corporation with many locations seeking to create "national agreements" that cover all of its locations.

On the basis of the authority described above, this specific Strategic Sourcing Agreement WS190316 is awarded. This Agreement is not a funded instrument. However, for the purpose of establishing the "value" of this Agreement, the FM&T/SCMC has utilized the estimated quantities established under the RFP document and the Seller's proposed unit prices, discounts, etc. the value of which is \$550M for the base five-year Term of the Agreements. If the single two-year Option is exercised the maximum estimated value for the commodity identified, using the same methodology as described above, is \$770M. These estimates are not a representation that the quantities will actually be required or ordered, or that the conditions affecting estimated requirements will be consistent or normal. Further, there is no obligation for FM&T/SCMC or the individual NNSA Prime Contractors and/or DOE-EM Contractors to purchase any of the items or estimated quantities provided herein.

As a result of the award of this Agreement, Contractors may utilize the Agreement, by reference, to issue transactions to the Seller using such contractual instruments as eCatalog transactions, Purchase Card transactions, automated order releases, purchase releases, written purchase orders, verbal purchase orders, or other such instruments as may be agreed to by the Parties. When items are ordered by a Purchase Release, the Contractor will provide a unique Purchase Release Number and a hard copy of the Purchase Release upon request. The site-specific contractual instruments will be funded and issued directly by the individual Contractor to the Seller and will incorporate the provisions specified under this FM&T/SCMC Agreement in addition to identifying specifics such as, but not limited to, quantities, delivery dates, and periods of performance.

For the General Services Administration (GSA) Professional Services Schedule (00CORP), the applicable North American Industry Classification Code (NAICS) code is:

- 541330 Exception "a" / Engineering Services with a Size Standard \$38.5M
- The Seller's price lists applicable to orders placed referencing this Agreement is under the GSA Professional Services Schedule (PSS) (00CORPS), Professional Engineering Solutions, Special Item Number (SIN) 871-7 Construction Management and Engineering Consulting Services Related to Real Property

NOTE: The NNSA and EM Prime Contractors authorized to use this FM&T/SCMC Strategic Sourcing Agreement are identified at <https://thescmcgroup.com/clients.html>.

2. SCHEDULE OF ITEMS/PRICES/COSTS

Transactions may be placed against this Agreement by authorized NNSA and EM Contractors referenced above in accordance with the Line Schedule structure shown in the following table on a Fixed Price, Labor Hour, or Time & Materials basis. Transactions may be placed on this Agreement from the effective date (See cover page, Block 2) through the end of month 57 unless SCMC exercises the Option to extend the Term of the Agreement, in which case the ordering period will be through the end of month 81. The final three month period (either month 58 through month 60, or month 82 through month 84 if SCMC exercises the Option to extend the Term of the Agreement) is for completion of work ordered against the Agreement. Transactions will be issued under this Agreement in accordance with the procedures described in Section D, Paragraph 8 below.

The maximum value of the Agreement is \$550M for the five-year base Term and \$770M if SCMC exercises the option (See Section D, Paragraph 11). The Infrastructure Engineering Support Services program will expire if/when the cumulative amounts of work ordered for all Agreements reaches \$550M for the base Term or \$770M if the option is exercised, unless otherwise modified by SCMC.

9. LINE-SCHEDULE NO.	9A. ITEM ID	9B. ITEM DESCRIPTION	9C. QUANTITY	9D. UNIT	9E. UNIT PRICE PROPOSED	9E. UNIT PRICE PROPOSED	9G. DELIVERY SCHEDULE
001	N/A	<p>Infrastructure Engineering Support Services (Fixed Price Transactions)</p> <p>Description: The Seller shall perform Services when ordered. The Fixed Price amounts shall be determined for transactions placed under this Agreement by applying the discount(s) set forth in Section I, Paragraph 24, Attachment 2, to the Labor Rates established in the Seller's GSA PSS. The Seller may choose to further discount its pricing for individual transactions at its discretion.</p>	TBD*	TBD*	TBD*	TBD*	TBD*
002	N/A	<p>Infrastructure Engineering Support Services (Labor Hour Transactions)</p> <p>Description: The Seller shall perform Services when ordered. The ceiling amounts shall be determined for Labor Hour transactions placed under this Agreement by applying the discount(s) set forth in Section I, Paragraph 24, Attachment 2, to the Labor Rates established in the Seller's GSA PSS. The Seller may choose to further discount its pricing for individual transactions at its discretion.</p>	TBD*	TBD*	TBD*	TBD*	TBD*
003	N/A	<p>Infrastructure Engineering Support Services (Time & Materials Transactions)</p> <p>Description: The Seller shall perform Services when ordered. The ceiling amounts shall be determined for Time & Materials transactions placed under this Agreement by applying the discount(s) set forth in Section I, Paragraph 24, Attachment 2, to the Labor Rates established in the Seller's GSA PSS. The Seller may choose to further discount its pricing for individual transactions at its discretion.</p>	TBD*	TBD*	TBD*	TBD*	TBD*

004	N/A	<i>Other Direct Cost Related to Line No. 003 Transactions</i> <i>Description: Other Direct Costs incurred during performance of Time & Material transactions (003) will be reimbursed under SIN 03FAC500 at actual expense plus GSA's IFF, when applicable. No profit or fee will be allowed on Other Direct Costs.</i>	TBD*	TBD*	TBD*	TBD*	TBD*
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* TBD (To Be Determined) and specified in transactions issued under this Agreement.

The Seller (Agreement Holder) shall use its discounted GSA PSS pricing contained in Section I, Paragraph 24, Attachment 2 as the basis for developing transaction quotations under this Agreement. The Seller may, however, further discount its pricing for specific transactions where actual work requirements and site location(s) are known, or to enhance its quotation in a competitive environment.

Discounts contained in Section I, Paragraph 24, Attachment 2, shall remain fixed throughout the Term of this Agreement, inclusive of the option period. The application of any new pricing in the Seller's GSA PSS will not be retroactively applied to existing transactions issued under this Agreement, but rather to any new transactions from the date the new GSA PSS pricing goes into effect.

Pricing contained in this Agreement is FOB Destination, Freight paid by the Seller, and include all transportation, packaging, and handling charges, unless otherwise agreed and set forth in a specific transaction.

SECTION C – SCOPE OF WORK/DESCRIPTION
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3. SCOPE OR DESCRIPTION OF WORK

A. Statement of Work:

The Seller shall provide, when tasked by a Contractor, services in accordance with the Master Agreement Statement of Work, entitled, "Engineering Support for Department of Energy Infrastructure Projects", dated July 22, 2019, incorporated herein as Attachment 1, as well the work requirements contained in the individual transactions issued under this Agreement.

B. Request for Quotations/Transaction Responses:

In response to Request for Quotations (RFQs) from Contractors for transactions issued referencing this Agreement, the Seller may be requested to provide services that span the entire spectrum of task areas under the Master Agreement Statement of Work in Attachment 1.

C. Travel Reimbursement:

Reimbursement of travel related expenses for Time & Materials transactions shall be in accordance with Federal Travel Regulations, DOE guidelines, and any Contractor specific policy.

Note: The following provisions, if applicable/required at the contractor location, will be addressed by the Contractor location and/or included in any Contractor transaction issued against this Agreement, as necessary:

On-site Related Requirements:
 Travel Guidelines

- On-site Facility Guidelines and Requirements
- Safety Plans
- Insurance
- Foreign Ownership Control or Influence (FOCI)

Labor Hour / Time and Material Requirements:

- Contingent Worker Processes and Procedures
- Audits
- Authorizing Work
- Monitoring Progress
- Authorizing Overtime
- Verifying, Approving and Paying Invoices
- Close Out Requirements for a Labor Hour / Time and Material Transactions

Other Requirements:

- Organizational Conflicts of Interest
- Small Business Subcontracting Plans (Contracts with Large Businesses for Non-Commercial Items)
- Equal Employment Opportunity Compliance

Conditional Requirements:

- Wage Determinations, if required and not obtained by SCMC

4. SCMC REPRESENTATIVES

The only persons authorized to modify this Agreement are the following Commodity Managers:

- Karen Cassell
- Jody Detten
- Pam Diego
- Anthony Lang
- Joseph Langenderfer
- Bree Ramirez Gibson
- Doug Ward

5. RECORDS AND AUDITS

The Seller shall maintain appropriate records relating to this Agreement for a period of three years after final payment.

Each participating site and/or the SCMC reserve the right to conduct periodic reviews of the Seller's records. The Seller shall maintain documentation to validate the prices charged in an Ordered Item for a period of three years after final payment for services. The Seller shall refund to each participating site any amount paid of the ordered services in excess of the pricing established in this Agreement. The amount of any refund may be determined from a statistical sample of each participating site and/or Seller's records in lieu of a full review.

6. PERFORMANCE METRICS

Performance Metrics/Reporting	Performance Targets/Reporting
1. Performance Metrics	The Seller shall provide performance metrics as required by the SCMC and stated herein. In addition, the Seller shall provide performance metrics as required by Contractor locations as stated in any Contractor release against this SCMC Agreement. Upon

	request by the SCMC Commodity Manager, the Seller shall furnish a copy of any such Contractor performance reviews or metrics data.
2. Customer Surveys	Customer Surveys may be issued by the SCMC and/or Contractor locations. The Seller shall establish an action plan, acceptable to the SCMC and/or the Contractor location, to address any concerns raised by the survey.
3. Spend Reports	By the fifth working day of each month, the Seller shall submit a report to the SCMC Commodity Manager listing the value of invoices paid by the Contractor locations against this Agreement during the previous month. The report shall include the Contractor name (from Section B), purchase order (transaction) number, invoice number, date invoice paid. The report shall also include Promotional Savings, if applicable (Agreement price minus invoiced price). Other sales data may also be requested by the Commodity Manager in support of SCMC or Contractor location reporting.
4. Performance Review Meetings	The SCMC or Contractor locations may require the Seller to attend performance review meetings, and the Seller shall attend as required. The Seller shall notify the SCMC Commodity Manager if/when such meetings are scheduled, and an SCMC representative shall be given the option of attending if such a meeting relates to the performance of requirements set forth in this Agreement.

7. OTHER CONSIDERATIONS

THERE ARE NO PROVISIONS IN THIS SECTION

SECTION D – DELIVERIES OR PERFORMANCE
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8. ORDERING AND DELIVERY – UNFUNDED

Though this is an unfunded Agreement, the total amount reflected under this Agreement is an estimated amount only. This estimate is not a representation of the services that might actually be required or ordered, or that the conditions affecting estimated requirements will be consistent or normal. Further, there is no obligation for FM&T/SCMC or the individual Contractors to purchase any of the estimated services described herein.

No funds will be committed to this Agreement for delivery or performance, and as such, deliveries and/or performance, if any, shall be authorized and scheduled by the individual Contractors, as listed above, through eCatalog transactions, Purchase Card transactions, purchase releases, written purchase orders, verbal purchase orders, or other such instruments as may be agreed to by the Parties. The individual Contractor shall pay the Seller for only those items or services actually delivered/performed by the Seller and authorized through one of the various contracting instruments provided above.

A. Ordering Procedures:

Any authorized Contractor site may issue one or more transactions for Infrastructure Engineering Support Services during the term of this Agreement. Authorized Contractors are permitted to directly solicit and issue transactions through the procedures outlined in this Section. The Seller shall provide services under this Agreement only in performance of transactions and modifications to transactions authorized by a Contractor and provided to the Seller. It is understood and agreed that the SCMC and Contractors have no obligation to issue any transactions. The Seller shall

commence performance only upon authorization of a Contractor. No costs associated with the preparation of proposals/quotations will be reimbursed. Competitions may be performed amongst the Sellers awarded Agreements in accordance with the procedures described below. Only Sellers with current GSA-authorized price lists for the SIN will be considered for a site RFQ opportunity. The following table provides the Seller's GSA PSS applicable to this Agreement:

SELLER INFORMATION		PROFESSIONAL SERVICES SCHEDULE SIN CATEGORIES
Seller's Name	GSA PSS # and Current Expiration Date	871-7
Hill International, Inc.	GS-23F-0035P (expires November 23, 2023)	X

B. Fair Opportunity:

All Sellers will be afforded an opportunity to be considered for each proposed transaction in excess of \$250,000 unless one of the following conditions apply:

- (1) Only one Seller is capable of providing services required at the level of quality required because the proposed services are unique or highly specialized.
- (2) The proposed transaction should be issued on a non-competitive basis in the interest of economy and efficiency as a logical follow-on to a competitively awarded transaction.
- (3) A Contractor need for the proposed services is of such urgency that providing such opportunity would result in unacceptable delays.
- (4) A Contractor's specific procurement policies provide for sole source or limited competition.
- (5) A Contractor concludes or determines that there is an Organizational Conflict of Interest issue with the Seller that cannot be reasonably overcome or mitigated.
- (6) If a Contractor elects to set-aside a specific requirement for participation by only the Small Business Agreement holders. However if the transaction is set aside for Small Business Agreement Holders, the Small Business Agreement Holder selected for award shall perform a minimum of 51% of the work for that transaction.
- (7) If the Seller's GSA PSS expires and is not renewed or extended.

C. Requests for Quotations:

Transactions will be issued in accordance with the Schedule provided above either as Fixed Price, Labor Hour or Time & Materials contract arrangements, depending on the Contractors' requirement. Individual transactions will not use multiple contract arrangements. However, Contractors may award their own Blanket Purchase Agreement(s) leveraged against this instrument that will allow for placement of transactions for specific work requirements at their site.

Contractors may issue their RFQs in a variety of manners, including via email and through an SCMC sponsored E-sourcing tool. RFQs should clearly state the type of business arrangement contemplated for the proposed transactions. In addition, the RFQ for a proposed transaction may include:

- (1) A Performance Work Statement (PWS), Statement of Work (SOW) or Statement of Objectives (SOO) describing the work will be part of the site-specific RFQ and the Seller's Quotation. It will describe and validate or elaborate the work to be performed, a description of the tasks, the deliverables, the anticipated transaction start and required completion dates

or performance periods, the site Point of Contact, a description of marking information, data rights, inspection and acceptance of the services, security requirements, property/information to be provided, and any other relevant information including site specific requirements/terms and conditions;

- (2) The submission date/time and the method of delivery for the quotation submittal;
- (3) Specific instructions on what to include in the quotation, including but not limited to, oral presentations, written responses summarizing technical and price approaches, the selection criteria factors, the factors' order of importance and other information deemed appropriate;
- (4) Site specific terms and conditions.

D. Quotation Submission:

The Seller may be requested to provide a quotation within a two business day period depending on the exigency of the need and the RFQ is identified as an "urgent" need. For non-urgent requirements, the Seller may be requested to submit quotations within ten business days of issuance of the RFQ for the proposed transactions. RFQs will specify the required response dates/times for quotations. Responses from Sellers shall be streamlined and succinct. The quotation may include:

- (1) Price (Fixed Price transactions) or ceiling amount (Labor Hour and Time & Materials transactions): A detailed breakdown of all resources required to accomplish the requirements of the SOW, PWS or SOO as set forth in the RFQ for the proposed transaction with sufficient information for the Contractor to substantiate the amount quoted. The quoted amount shall be based on the pricing contained in Section I, Paragraph 24, Attachment 2, though the Contractor may request, and the Seller may voluntarily provide, further pricing discounts in accordance with commercial practices, market forces, and volume buying at the time of placing transactions. Travel costs, if applicable, shall be separately identified;
- (2) Proposed Additional Discounts against the Seller's pricing contained in Section I, Paragraph 24, Attachment 2, including any (increase in) prompt payment discount offered.
- (3) A description of any assumptions the quotation is predicated upon;
- (4) The Seller's current GSA PSS pricing;
- (5) Statement disclosing any known or expected/potential conflicts of interest and a proposed mitigation plan in accordance with DEAR clause 952.209-72, Alternate 1 (AUG 2009) (Class Deviation, Effective: March 16, 2018), Organizational Conflicts of Interest.

E. Additional Information:

Contractors may require submission of additional information in quotations. Examples include, but are not limited to, the following items:

- (1) Proposed Performance Based Seller SOW or PWS if a SOO is issued with the RFQ;
- (2) Technical information (e.g., technical approach, and experience or expertise) as required by the RFQ;
- (3) Resumes or position descriptions of personnel proposed to perform the services with project roles identified;
- (4) Proposed Key Personnel and contingent hire letters if applicable;
- (5) Past performance information (as relevant to the specific scope of work or proposed project team);
- (6) Task Labor Price Matrix showing all labor categories proposed and hours/dollars by labor category;
- (7) Deliverable Matrix;
- (8) Technical data, computer software, and computer software documentation, if applicable, as required in reference to meeting the needs of the PWS/SOW/SOO in the RFQ.

F. Competitive Quotation Evaluations:

Contractors will evaluate competitive quotations against the identified criteria contained in each proposed transaction. Contractors’ award decision will be based upon a best value determination unless otherwise specified in the RFQ for the proposed transaction. The Contractor may notify participating Sellers of the selection decision for a transaction.

G. Non-Competitive Quotation Evaluations:

Contractors will evaluate non-competitive quotations by verifying the pricing utilized by the Seller is consistent with Section I, Paragraph 24, Attachment 2, and may obtain input from site subject matter experts as to the reasonableness of the quoted labor mix and hours as well as any amounts included for other direct costs. Contractors may either accept the quoted amount or enter into negotiations with the Seller to reach a mutually acceptable amount for the proposed transaction before authorization is provided for the Seller to commence performance.

H. Unauthorized Work:

The Seller shall not commence performance prior to authorization of the Contractor as well as issuance and any other prerequisites established by the Contractor’s RFQ.

9. CONDITIONS FOR SELLER PRICING

The Seller warrants that the prices of the items/services set forth, herein, do not exceed those charged by the Seller to any other customer purchasing the same items, in like or comparable quantities. All prices shall be in accordance with any special requirements imposed by the Contractors as stated in a SOW, PWS, or SOO provided by those Contractors.

10. TERM OF STRATEGIC SOURCING AGREEMENT

The Term this Agreement is five years from the effective date of the Agreement (reference the cover page, Block 2). Contractors may place transactions against this Agreement at their discretion, during the base Term from effective date through the end of month 57 unless SCMC exercises the Option to extend the Term of the Agreement. The final three month period (months 58 through 60) is for completion of work ordered against the Agreement.

11. OPTION TO EXTEND TERM OF THE STRATEGIC SOURCING AGREEMENT

The FM&T/SCMC may unilaterally extend the Term of this Agreement for two years by giving written notice to the Seller at least 120 calendar days prior to the expiration date of the base performance term. Should SCMC exercise this option then Contractors may place transactions against this Agreement, at their discretion, from the effective date through month 81. The final three month period (months 82 through 84) is for completion of work ordered against the Agreement.

If the FM&T/SCMC exercises this option, the Agreement shall be considered to include this option provision.

SECTION E – QUALITY REQUIREMENTS

THIS SECTION IS RESERVED

SECTION F – SPECIAL REQUIREMENTS

12. APPLIES ONLY TO – SAVANAH RIVER NUCLEAR SOLUTIONS (SRNS)**Condition of Applicability for SRNS**

In the event that Savannah River Nuclear Solutions (SRNS) is incorporated in this Agreement, the following Federal Acquisition Regulation (FAR) Clause shall be applicable.

52.204-21 Basic Safeguarding of Covered Contractor Information Systems – (June 2016)

Subpart 4.19—Basic Safeguarding of Covered Contractor Information Systems

4.1901 Definitions.

As used in this subpart–

“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 that on public websites) or simple transactional information, such as that 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.

SECTION G – GENERAL TERMS AND CONDITIONS

13. TYPE OF AGREEMENT

This Agreement is issued as a Basic Pricing Agreement. The contractual Instrument issued by the individual Contractors referencing this Agreement shall be issued as:

- fixed-price instruments
- labor hour/time and material instruments,

and may include Indefinite Delivery/Indefinite Quantity (ID/IQ) provisions.

14. TERMS AND CONDITIONS

The terms and conditions governing this Agreement are contained in the applicable GSA schedule contract (See Paragraph 17 below).

15. APPLIES ONLY TO SERVICES PERFORMED FOR NNSA SITES

Personal Identity Verification for Uncleared Contractors (Clause G-47.1) (February 2019)(modified)

Department of Energy (DOE) and National Nuclear Security Administration (NNSA) have issued Security Directive 206.2 (SD 206.2) effective January 1, 2019, requiring all uncleared contractors with physical, logical/remote, or a combination of physical and logical/remote access to NNSA sites greater than 179 days to be processed for Personal Identity Verification (PIV). The PIV consists of, but is not limited to, eligibility determinations including eQIP SF85 questionnaire, background check, fingerprinting, picture, and other forms of identification verification. Individuals assigned to work on an NNSA Site must be able to successfully pass the PIV in order to maintain physical or remote access to any NNSA Site or system. (NNSA SD 206.2, approved 4/14/18, implemented 1/1/19)

16. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (Clause G-4.1) - (November, 2017)

Registration in the System for Award Management (SAM) and maintaining an "Active" record is strongly requested for this purchase order/contract.

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information (including Government Management and Operating M&O contractors) and the centralized Government system for contracting records. It includes:

Data collected from prospective awardees required for the conduct of business with the Government;

Annual review and update of information to maintain a record marked as "Active"; Identification of those parties excluded from receiving purchase order/contracts.

The Seller is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Buyer's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Seller is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM database does not alter the terms and conditions of this purchase order/contract and is not a substitute for a properly executed contractual document.

The Seller shall notify the Buyer if it has legally changed its business name, doing business as name, or division name (whichever is shown on the purchase order/contract), or has transferred the assets used in performing the purchase order/contract. The Seller shall also update the SAM database accordingly.

The Seller shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the purchase order/contract. The Seller shall communicate any change to the DUNS number to the Buyer within 30 days after the change. Dun & Bradstreet may be contacted via the internet at <http://fedgov.dnb.com/webform> or if Seller does not have internet access, it may call Dun & Bradstreet at 1-866-705-5711. If located outside the United States, contact the local Dun & Bradstreet office.

The Seller may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

17. TERMS APPLICABLE, PURCHASES UNDER U.S. GOVERNMENT AGENCY

CONTRACT (Clause G-3.1) (October 2017)

This purchase order/contract is issued under the terms and conditions of your contract GS-23F-0035P with an agency of the U.S. Government, or other contract/ordering agreement sanctioned for use by the U.S. Department of Energy (DOE). Except for any Security, Safety, Health, or Insurance related provisions included herein because of your performance of work at Buyer-controlled facilities, the terms and conditions of your Government Agency contract or DOE sanctioned contract/ordering agreement shall govern this transaction.

Honeywell Federal Manufacturing and Technologies, LLC, a prime contractor with the U.S. Department of Energy, has been authorized to place orders under U.S. Government Agency contracts and other contracts/agreements sanctioned for use by DOE pursuant to the written authorization of the M&O Contract Support Division, U.S. Department of Energy, National Nuclear Security Administration Service Center, a copy of which is attached or has been previously furnished.

It is understood and agreed that title to any property purchased hereunder shall vest directly in the U.S. Government at the time of acceptance. Property purchased hereunder will be utilized solely for the performance of the cost reimbursement prime contract DE-NA0002839 under which this authorization was granted. Maintenance service ordered hereunder is solely for the purpose of maintaining government-owned property.

We agree to promptly notify you of any termination of this authorization or of the Prime Contract under which it was granted, and to promptly discontinue the use of any property as provided in your government agency contract under which this order was placed.

18. DEFINITIONS

As used throughout this Agreement: "Purchase order/contract" means Agreement or Strategic Sourcing Agreement.

"Order" means eCatalog transactions; purchase card transactions, automated order releases, purchase releases, written purchase orders, verbal purchase orders, or other such instruments as may be agreed to by the Parties, when used in the context of referring to a contractual relationship between Contractor and Seller.

"Seller" means the company, corporation, partnership, individual, or other entity to which this Agreement or subsequent NNSA Prime Contractor and/or DOE-EM Contractor eCatalog transactions; purchase card transactions, automated order releases, purchase releases, written purchase orders, verbal purchase orders, or other such instruments as may be agreed to by the Parties, are issued, its authorized representatives, successors, and permitted assigns.

19. FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) (Provision K-9.2) (December 2017) (modified)

This procurement may involve access to classified information, a classified site or special nuclear material as defined at 10 CFR Part 710.

Supplier agrees to promptly furnish Buyer (NNSA and EM Contractors) all information and documents required by the DOE to process FOCI clearances for the Supplier and its proposed subcontractors if/when requested.

If the Supplier or any of its proposed subcontractors possess a current FOCI clearance from any federal agency other than DOE, provide a copy of the FOCI clearance determination and facility code from the granting federal agency if/when requested by the Buyer.

20. Organizational Conflict of Interest Restrictions

- (a) To prevent conflicting roles that may bias the Seller's judgment or objectivity, and to preclude the Seller from obtaining an unfair advantage in concurrent or future acquisitions, the Seller is restricted as set forth in subparagraph (c).
- (b) The following descriptions or definitions apply:
- (1) "Systems engineering" includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.
 - (2) "Technical direction" includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies.
 - (3) "Development" includes all efforts towards solutions of broadly defined problems. This may encompass evaluating technical feasibility, proof of design and test or engineering of programs not yet proved for acquisition, construction, or operation.
 - (4) "Proprietary Information" includes all information held in confidence or disclosed under restriction to prevent uncontrolled distribution. It does not include information furnished voluntarily without limitations on its use, or information available to the Buyer or Seller from other sources without restriction.
 - (5) "Project" means the project that is the subject of an order issued against this Strategic Agreement.
 - (6) "Project Life" means all phases of the project from preliminary planning (e.g.: Pre-Critical Decision -0) to completion (e.g.: Critical Decision - 4).
 - (7) "Seller" means the business entity awarded this Strategic Agreement, its parent organization, affiliates, divisions, subsidiaries, team members and subcontractors.
 - (8) "Buyer" means a Contractor.
- (c) The following restrictions shall apply:
- (1) The Seller will perform systems engineering services by assisting in determining specifications, developing cost estimates, identifying and resolving interface problems, developing test requirements, evaluating test data, and overseeing design. The Seller will also provide assistance in developing work statements, determining parameters, overseeing other contractors' performance, and resolving technical controversies. The Seller agrees not to compete for, or enter into contracts and other business agreements with the Buyer, Buyer contractors (including M&O contractors) or first tier subcontractors for a project that is the subject of a transaction issued under this Agreement for a period of 2 years from the completion date of that transaction. This includes performing as a designer, constructor, or overseer of a project. The Seller is further required to execute an agreement with its employees that precludes them from accepting employment for a period of 2 years with

another contractor to perform any work on the same project that they have supported on a transaction issued under this Agreement.

- (2) The Seller will perform services associated with preparing specifications or work statements to be used in competitive acquisitions of the Buyer. The Seller agrees not to compete for, or enter into contracts and other business agreements with the Buyer, Buyer contractors (including M&O contractors) or first tier subcontractors for a project that is the subject of a transaction issued under this Agreement for a period of 2 years from the completion date of that transaction. This includes performing as a designer, constructor, or overseer of a project. The Seller is further required to execute an agreement with its employees that precludes them from accepting employment for a period of 2 years with another contractor to perform any work on the same project that they supported on a transaction issued under this Agreement.
- (3) The Seller will perform services to assist in overseeing and evaluating work accomplished by other contractors through contracts the Buyer awards. The Seller agrees not to compete for, or enter into contracts and other business agreements with the Buyer, Buyer contractors (including M&O contractors) or first tier subcontractors for a project that is the subject of a transaction issued under this Agreement for a period of 2 years from the completion date of that transaction. This includes performance as a designer, constructor, or overseer of a project. The Seller is further required to execute an agreement with its employees that precludes them from accepting employment for a period of 2 years with another contractor to perform any work on the same project that they supported on a transaction issued under this Agreement.
- (4) The Seller will gain access to other companies' proprietary information during performance of the transactions. The Seller agrees to: (A) protect other companies' information from authorized use or disclosure for as long as the information is considered proprietary by the other company, and (B) refrain from using the information for any other purpose other than that for which it was furnished. The Seller shall provide the Buyer, for information purposes only, copies of the agreements it enters into with the companies whose proprietary information it will have access to perform a transactions. These requirements do not apply to information furnished voluntarily without restriction that is available to the Buyer or the contractor from other sources without restriction.
- (5) The Seller will not utilize proprietary information for other than the performance of the transactions(s) issued under this Agreement. The Seller shall promptly identify and require its employees who receive, see, or use the proprietary information to execute individual non-disclosure/confidentiality agreements. The non-disclosure/ confidentiality agreements shall preclude each employee, during or after the employee's employment, from disclosing proprietary information to others, or from its use for personal benefit. Nothing in this requirement prohibits the use or dissemination of any information that becomes public or is generally available to the public by other than an unauthorized act or omission by other companies.

The above restrictions shall be included in all teaming arrangements, subcontracts, and any other agreements calling for performance of work related to the transactions issued under this Agreement, unless specifically waived, in writing, by the Buyer.

SECTION H – EXCEPTIONS TO GENERAL TERMS AND CONDITIONS

21. NNSA PRIME CONTRACTOR AND/OR DOE-EM CONTRACTOR SITE SPECIFIC CLAUSES

The Seller acknowledges that the Contractors may have requirements unique to their mission and/or geographical location. Therefore, the Seller agrees that Contractor placing an Order, as described above, referencing this Agreement, reserves the right to incorporate its own site-specific clauses relative to Environmental Safety and Health; Security; FAR; Department of Energy Acquisition Regulation (DEAR); and, other applicable regulations and laws.

22. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) the terms and conditions incorporated in this Agreement identified in the above clause entitled, "Terms and Conditions"; (2) Contractor site-specific clauses incorporated in Contractor orders (as defined herein) which reference this Agreement as allowed in the above clause entitled, "NNSA Prime Contractor and/or DOE-EM Contractor Site Specific Clauses"; (3) scope of work/description of work incorporated herein; and, (4) Contractor Orders (as defined herein) incorporating other unique requirements not included under (2) and/or (3) above, which reference this Agreement).

23. Not Utilized

SECTION I – LIST OF REFERENCED DOCUMENTS

24. LIST OF ATTACHMENTS TO THE AGREEMENT

The following table provides a list of attached documents incorporated into this Agreement:

Document No.	Description/Title	Pages	Date
Attachment 1	Master Agreement Statement of Work, entitled, "Engineering Support for Department of Energy Infrastructure Projects"  Attachment 1 SOW Engineering Support !	18	7/22/2019
Attachment 2	Applicable Agreement Discounts  Hill Attachment 2 (Applicable Agreement)	1	12/26/2019
Attachment 3	Seller's Labor Category Descriptions	5	12/26/2019

	 Hill Attachment 3.docx		
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**STATEMENT OF WORK
ENGINEERING SUPPORT FOR DEPARTMENT OF ENERGY
INFRASTRUCTURE PROJECTS
(July 22, 2019)**

1.0 Introduction and Background

Honeywell Federal Manufacturing and Technologies (FM&T) LLC, Supply Chain Management Center (SCMC), anticipates a need for professional engineering and technical services to support planning, management and execution of infrastructure projects, both Capital Asset and General Plant Projects (GPPs), at sites across the Department of Energy's (DOE) complex. The scope of infrastructure projects includes but are not limited to: 1) electrical, power utilities; 2) water, wastewater, storm water; 3) building mechanical and electrical systems; 4) civil, site work, transportation; and 5) office, manufacturing, support structures.

SCMC's objective for this Agreement is to provide an acquisition vehicle for Management and Operating (M&O) Contractor Site Purchasing Offices, at their discretion, to quickly and efficiently acquire high quality services at reasonable prices to support the execution of their infrastructure requirements through integrated acquisition and project management so that construction and facility services projects are safely accomplished on time and in budget. To that end, SCMC anticipates the need to acquire professional and technical services from an objective, conflict-of-interest free, Seller to support planning, management and oversight of construction and facility service projects across the enterprise from inception to closeout. Actual work, when required, will be ordered from the Seller by M&O Contractor Purchasing Office transactions (or task orders) under the auspicious of this Agreement.

DOE's overall mission has three major components. The first is to enhance national security through the military application of nuclear energy, which is executed by the National Nuclear Security Administration (NNSA). The second is to address Cold War environmental legacy from five decades of nuclear weapons production and government-sponsored nuclear energy research, which is executed by the Office of Environmental Management. This legacy includes some of the world's most dangerous radioactive sites with large amounts of radioactive wastes, spent nuclear fuel, excess plutonium and uranium, thousands of contaminated facilities, as well as contaminated soil and groundwater. The third component is science related executed by the Office of Science.

DOE sites are highly secure environments with unique facilities, many of which are associated with classified national security programs. Some facilities are Cold War era and are reaching their maximum lifespans for safe operations and/or efficient usage. The Department has embarked in an aggressive investment to upgrade and modernize its facilities in support of each site's scientific and national security mission.

SCMC's primary role is to establish strategic ordering instruments, such as this Agreement, that Contractor Site Purchasing Offices may utilize to satisfy their requirements. In the case of this Agreement, to acquire engineering support and technical services for the execution of infrastructure requirements. As stated in Section B, Paragraph 1 of the Agreement, DOE sites are managed and operated by separate United States Government M&O Contractors (hereafter referred to as Contractor(s)). Section B, Paragraph 1 of the Agreement provides the link to DOE sites and Contractors where professional and technical services may be tasked and performed under this Agreement.

2.0 Objectives of the Agreement

This following are the overall objectives of this Agreement:

- (1) Provide Contractor sites with a flexible acquisition tool to quickly and efficiently obtain professional engineering and technical services to assist in planning, acquiring, executing, managing and overseeing infrastructure related projects. Infrastructure projects include Capital Asset Projects, GPPs as well as facility services projects;
- (2) Provide an acquisition avenue for Contractors to acquire technical support to assist in overall management and execution of a site's portfolio of infrastructure related projects;
- (3) Consistently and rigorously apply commercial best practices; and
- (4) Optimize project risk planning and mitigation.

3.0 Scope of Work

The purpose of this Agreement is to acquire from the Seller, through issuance of transactions by Contractor Purchasing Offices at their discretion when needs arise, engineering and technical support for planning, management and oversight of infrastructure projects. To ensure objective, conflict of interest free support, the Seller will not be utilized for design and construction in accordance with the restrictions listed elsewhere in the Agreement. Design and construction work will be executed through a separate contracting method.

The Seller shall provide, when tasked by a Contractor, a variety of support and assistance to site personnel, which may include, but is not limited to, the following functional areas: portfolio management and program, project procurement/acquisition including identifying and assessing infrastructure issues along with preparing Statements of Work/Performance Work Statements, risk management, configuration management, project planning, developing work breakdown structures, design and construction phases, project start-up/commissioning, testing, Earned Value Management activities, cost estimating, claims processing and close out activities. Transactions may involve services in the following disciplines: seismic, special chemical processes unique to DOE sites, architectural, civil, structural, mechanical, electrical, geotechnical, elevators, roofing, landscaping, lighting, acquisition, telecommunications, security systems, historic preservation, fire protection and life safety, hazardous material abatement, acoustics, interior design, space planning, scheduling, and concrete/soils/steel testing and inspection.

Services that may be acquired under this Agreement will be primarily to support National Security Enterprise and Environmental Management sites. However, the Agreement may also be available for use by other DOE sites at a later date.

Services acquired under this Agreement are "non-personal." As such, the Seller's personnel rendering services are not subject either by the terms of this Agreement or by the manner of its administration, to supervision and control prevailing in relationships between the Contractors and their employees. Although the Seller's employees may receive technical direction and surveillance by the Contractors' personnel, Contractors will not supervise or manage the Seller employees, nor participate in supervisory or management decisions regarding the Seller's employees.

4.0 Anticipated Requirements

The Seller, when tasked, shall provide engineering and technical support that includes, but is not necessarily limited to, the following task areas.

4.1 Standardization Support

- (1) Assist in development and/or benchmarking and evaluation (strength/weakness analysis) of both a site's project and program management processes, systems and procedures;
- (2) Provide and assessing value management criteria and guidelines for application of Value Engineering (VE) techniques; and
- (3) Develop/execute corrective action plans to optimize a site's processes, systems, and procedures.

4.2 Portfolio Management and Program Support

- (1) Assist in assessing and managing a site's portfolio of infrastructure projects in a collective, optimum way as an integrated infrastructure program;
- (2) Document overall goals and objectives and their alignment across a site;
- (3) Facilitate project approval and review process to ensure management framework is clearly defined and required independent reviews, when applicable, are conducted;
- (4) Implementation and documentation of sound and innovative acquisition activities and techniques to achieve program objectives;
- (5) Identification and communication of relevant policies, procedures, and milestone requirements beginning at initial acquisition planning;
- (6) Tracking, trending, and development of recommendations on emergent issues that could affect multiple projects or programs across a site;
- (7) Budgetary/planning recommendations related to lifecycle support for technology based systems, activities, subsystems and projects; and
- (8) Develop, populate and sustain a lessons learned program for a site.

4.3 Project Procurement/Acquisition Support

Services may include providing contracting and contract administration support in accordance with a site's purchasing procedures encompassing the following overall areas:

- (1) Assist Contractor Purchasing Office officials with acquisition planning and developing design and/or construction contracting strategies;
- (2) Assist in the technical aspects of preparing solicitations;
- (3) Answer request for proposal or quotation questions; attend and/or participate in site visits and pre-proposal conferences;
- (4) Prepare solicitation amendments;
- (5) Perform bid/proposal analysis for cost, schedule, and/or scope;
- (6) Assist in administering construction and infrastructure contracts; and
- (7) Contract closeout and final reporting.

4.4 Risk Management Support

Risk Management is an essential element of every project and must be analytical, forward looking, structured, and continuous. Risk assessments begin early in the project lifecycle and identify critical technical, performance, schedule, and cost risk elements.

- (1) Perform project risk analysis;
- (2) Develop and maintain risk registers;
- (3) Provide risk mitigation strategies; and
- (4) Document actions in risk registers.

4.5 Configuration Management Support

Services may include assisting in establishing site-wide configuration management policies/procedures and implementing as well as project specific configuration management support.

4.6 Project Planning Support

- (1) Assist in initial planning;
- (2) Develop appropriate acquisition strategies and project execution plans;
- (3) Perform market research, feasibility studies, economic studies, site studies, environmental studies, site investigations, and site surveys;
- (4) Assist sites in preparing Performance Work Statements or Statements of Work, excluding Title I Architect & Engineering (A&E) design specifications, that can be used by Contractor Purchasing Offices to conduct separate acquisitions;
- (5) Prepare budget and cost estimates;
- (6) Prepare preliminary schedules;
- (7) Cost modeling and analysis;
- (8) Conceptual design development;
- (9) Coordinate, communicate, and collaborate with multiple parties and sites (federal and Contractors) on developing and coordinating Functions and Operations Requirements;
- (10) Cost control management;
- (11) Implementation and documentation of sound and innovative acquisition activities/techniques to achieve program objectives;
- (12) Assist in programmatic and technical integration efforts to balance performance, schedule, and cost within an acceptable level of programmatic risk by developing and analyzing engineering plans, performing feasibility studies, performing alternatives analysis, conducting engineering analyses and studies;
- (13) Develop conceptual design and related technical documents;
- (14) Conduct risk analysis and related documentation, including risk mitigation strategies; and
- (15) Assist Project Managers in preparing documentation necessary to complete DOE Critical Decision (CD) requirements for Capital Asset Projects.

4.7 Design Phase Support

- (1) Develop appropriate acquisition strategies and project execution plans;
- (2) Design management and reporting, including comment logging, tracking, and verifying/recording disposition;
- (3) Generate and adhere to a configuration management system;
- (4) Design technical reviews and/or constructability/bid-ability reviews;
- (5) Code compliance reviews, and development/maintenance of Code of Record log;
- (6) Conduct/participate in VE workshops;
- (7) Analysis of VE proposals preparation of cost estimates (including independent verification of estimates);
- (8) Cost analysis;
- (9) Cost control/monitoring;
- (10) Perform energy studies, utility studies, site investigations, seismic studies, investigations, and reports, site surveys, hazardous material surveys/analysis;
- (11) Scheduling (including preparation of schedules and schedule reviews);
- (12) Design problem resolution;
- (13) Review of design scope changes (including analysis of schedule impact and cost impacts);
- (14) Scheduling/conducting/documenting design related meetings;
- (15) Participation in Time of Performance meetings to establish construction durations;
- (16) Quality assurance support, includes Nuclear Quality Assurance (NQA-1) when applicable;
- (17) Perform market studies (material availability, supplier interest, etc.);
- (18) Prepare preliminary project management plan to feed into preliminary project execution plan; and
- (19) Assist Project Managers in preparing documents necessary to complete CD requirements for Capital Asset Projects.

4.8 Construction Phase Support

- (1) Evaluate trade-offs and generating effective responses to both external and internal changes in the program baseline;
- (2) Establish temporary field offices;
- (3) Set up job files, working folders, and record keeping systems;
- (4) Maintain organized construction files to be finalized and turned over to the Contractor site personnel upon project completion;
- (5) Schedule and participate in pre-construction meetings;
- (6) Handle/prepare project correspondence to respond to the parties involved with each project, confirm project matters, document actions taken and decisions made, etc.;
- (7) Support development of the Documented Safety Analysis;
- (8) Monitor, update, and document Risk Analysis & Management Plans;
- (9) Prepare and maintain daily dairies of project activities noting events affecting construction progress (weather, manpower, site equipment, work performed, etc.);
- (10) Monitor and/or lead the submittal review process including maintenance of submittal logs;
- (11) Monitor and/or lead the Request for Information (RFI) response process including maintenance of RFI logs;
- (12) Monitor and/or lead the Installation Change Requests (ICR's) response process including maintenance of ICR logs;
- (13) Review and monitor of project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.;

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- (14) Assist in problem resolution and handling of disputed issues (including development of a recommended Contractor site position, drafting final decision letter, etc.);
- (15) Review for accuracy marked-up sets of project plans and specifications for future as-built drawings;
- (16) Perform routine inspections of construction as work proceeds, taking action to identify work that does not conform to contract requirements, and notifying Contractor Purchasing Office officials and technical representatives when work requires correction;
- (17) Compile, through site inspections, lists of defects and omissions related to work performed and providing these lists to the Contractor Purchasing Office officials and technical representatives for correction;
- (18) Provide field engineering support for all aspects of construction as needed;
- (19) Review the construction contractor's payment requests; monitoring project financial data and budgetary cost accounting (maintain spreadsheets indicating project fund allowances, obligations, payments, balances, planned expenditures, etc.);
- (20) Assist the Contractor Purchasing Office officials and technical representatives in administration of contract change orders (issuing proposal requests, preparing cost estimates, reviewing cost proposals, assist in negotiations, prepare change order packages for processing);
- (21) Schedule, conduct, and document regular progress meetings with interested parties to review project status, discuss problems, and resolve issues;
- (22) Schedule, conduct, and document (prepare minutes, etc. for distribution) construction related project meetings;
- (23) Monitor the construction contractors' compliance with site established safety standards;
- (24) Monitor the construction contractors' compliance with contract labor standards (including performing site labor interviews, collecting, reviewing, and maintaining weekly payrolls for project contractors and subcontractors, reporting potential wage violations to Contractor Purchasing Office officials);
- (25) Assist Project Managers on Capital Asset projects with the coordination of construction activities between other M&O contractors, the design and/or construction contractors, and other federal personnel;
- (26) Monitor the design and construction clarification process and notify Contractor Purchasing Office officials and technical representatives of overdue or behind schedule activities or actions;
- (27) Participate in "Partnering" activities during construction (workshops, meetings, etc.);
- (28) Prepare special reports and regular project status reports;
- (29) Provide for progress and/or final photographs of project work;
- (30) Perform site surveys using a registered surveyor (establish building lines, elevations, approaches, utility locations, etc.);
- (31) Provide drafting services with computer-aided design and drafting support (as-built drawings, survey layouts, utility plans);
- (32) Perform hazardous material assessments and monitoring of hazardous material abatement work;
- (33) Assist in cost estimating;
- (34) Utilizing a certified Earned Value Management System (EVMS) to report EVMS information, including roll-up of data from construction contractors to Site technical representatives; and
- (35) Assist Project Managers in preparing documents necessary to complete CD requirements for Capital Asset Projects.

4.9 Project Start-Up and Commissioning Support

- (1) Provide technical expertise for start-up, calibration, and/or certification of a facility or operating systems;
- (2) Provide implementation of start-up operations/commissioning needed from total support to specialty services. Start-up/Commissioning services may require start-up planning, forecasting start-up duration, estimating start-up costs, determining start-up objectives, organizing start-up teams and team assignments;
- (3) Support and/or participate in Operational Readiness Reviews to facilitate seamless turnover/transition to operations.

4.10 Testing Support

- (1) Development of test procedures;
- (2) Review test results;
- (3) Advise Contractor site technical representatives of inadequate processes and/or materials not meeting construction requirements;
- (4) Obtain independent testing from external sources, when required; and
- (5) Monitor independent testing services procured.

4.11 Claims Support

- (1) Review disputes and claims from an Architect/Engineer (A/E) and/or construction contractors and rendering assistance to Contractor Purchasing Office officials and technical representatives;
- (2) Furnish reports with supporting factual, analytical and other relevant information necessary to enable Contractor Purchasing Office officials and technical representatives to evaluate and resolve disputes or defend against claims;
- (3) Prepare and assemble appeal files;
- (4) Participate in meetings or negotiations with claimants;
- (5) Appear in administrative or in legal proceedings;
- (6) Prepare cost estimates for use in claims negotiations;
- (7) Prepare risk assessments/analyses relative to claim exposures; and
- (8) Prepare findings of fact and other required documents associated with a claim.

4.12 General Support

The Seller may be tasked to provide general support that includes:

- (1) Developing, updating, and reviewing Contractor site handbooks, guides, manuals, and/or policies;
- (2) Provide special consultant or special inspection services, such as assessments of hazardous materials, an Industrial Hygienist to monitor removal of hazardous material, quality assurance management (including NQA-1);
- (3) Perform special studies and/or updates of prior studies;
- (4) Provide environmental (regulatory compliance) services;
- (5) Perform other specialized services such as updates to master or environmental plans, interior space planning, existing site surveys, site models, etc.;
- (6) Provide photographic records beyond the normal scope of presentation and inspection services;

- (7) Provide expertise as required in unusual situations from specialty disciplines such as expert testimony for hearings;
- (8) Provide certification services of trade societies, institutes, organizations;
- (9) Provide assistance with conferences, seminars, and trade shows;
- (10) Provide functional support/expertise in areas such as sustainability, fire safety, physical security, geotechnical stability, seismic safety, historic preservation, moisture control, accessibility, facility automation, materials evaluation;
- (11) Support external reviews; development of specific progress reports and supporting Contractor site Project Managers in meetings and presentations; and
- (12) Support for external reviews; and
- (13) Provide construction management Information Technology support.

4.13 Program Management, Project Management Process Standardization, and Training Support for a Contractor's Project Management Program

Services may include support for Contractor sites' program and project performance baseline assessments, project reviews, opportunity assessments, strategy formulations, action plans, along with technical and management support as follows:

- (1) Coordination across site transactions, identifying and mobilizing staff to meet emerging needs, supporting Government security clearance actions of staff in process, program reporting requirements, and providing input and recommendations on information requests;
- (2) Periodic status briefings to senior-level Contractor site leadership to report progress and status;
- (3) Plan and execute training sessions to Contractor site Project Management/facility staff and Purchasing Office staff; and
- (4) Standardize a Contractor site's project management processes by assisting in the development and maintenance of standard procedures, templates, guidance documents, handbooks, and other project management materials and tools.

4.14 Meetings, Briefings and Conferences

The Seller shall prepare briefings, participate in meetings and conferences such as proposal conferences, post award conferences, and attend site visits to complete the services as required by individual transactions. The Seller shall also provide Subject Matter Experts, when required by a transaction, to assist Contractor personnel in preparing for external meetings, including meetings with Government officials.

5.0 Deliverables

The Seller shall prepare and deliver documents and reports required by a transaction. The actual requirements, formats, delivery schedules and points of contact will be delineated in the transaction. The Contractor will include review times and response to review comments in the transaction. Unless otherwise stipulated in a transaction, the Seller shall submit deliverables to the Contractor site's technical representative or their designee. The site's technical representative will accept deliverables unless other procedures are provided.

Deliverables and associated documents generated under the transactions issued under this Agreement are deemed to be the property of the Contractor that issued the transaction and therefore, the Contractor will have unlimited rights. The Seller shall neither retain nor reproduce

for private or commercial use any deliverables without prior consent of the Contractor's Purchasing Office official and technical representative for the transaction. The Seller agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Contractor is otherwise entitled. The Seller is responsible to obtain from its subcontractors all data and rights necessary to fulfill its obligations to the Contractor under a transaction.

6.0 Packaging and Marking

6.1 Marking

Unless otherwise specified in a transaction, deliverables submitted to the Contractor shall clearly indicate the Agreement number, Contractor's transaction number, Seller's name, description of items contain therein and the consignee's name and address for which the information is being submitted. The Seller shall follow the marking requirements specified in the individual transaction.

6.2 Deliverables Media

Unless otherwise specified in a transaction, the Seller shall provide deliverables to addresses identified in each transaction in a machine readable format using Microsoft Office Suite (or Contractor unique software if specified in the transaction), via email or approved digital information storage device, for deliveries that cannot be emailed. Deliverables shall be in the format specified in the individual transaction.

6.3 Markings for Electronic Delivery

Unless otherwise specified in a transaction, electronic copies shall be delivered via email attachment. The Seller shall label each electronic delivery with the Agreement number, transaction number and project title in the subject line of the email transmittal.

6.4 Packaging

Preservation, packaging, and packing for shipment or mailing of deliverables shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

7.0 Inspection and Acceptance

7.1 General

Transactions will provide specific inspection/acceptance criteria and identify performance requirements. Transactions may include a Performance Requirement Summary (PRS) Table similar to the table shown below. The PRS may contain the quality measurement standards the Contractor will use to evaluate the Seller's performance and the acceptable quality level. The Seller will be assessed throughout performance period of the Transaction in accordance with the Surveillance Plan (monitoring method). Failure to satisfactorily perform on fixed-priced task orders may result in re-performance, reduction in compensation, or other remedies afforded the Contractor.

Performance Objective	Performance Standard	Surveillance Monitoring Method	Incentive / Disincentive
A statement of the outcome or results expected.	The target level or range of levels of performance for each performance objective.	Method of surveillance deemed appropriate.	Incentive / Disincentive deemed appropriate.

7.2 Scope of Inspections

- (1) Deliverables will be inspected for content, completeness, accuracy and conformance requirements by the Contractor’s Purchasing Office official or other authorized representative. Inspection may include validation of information or inspection of the deliverables specified in the transaction. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.
- (2) Specific timeframes for Contractor review, inspection, rejection and acceptance of deliverables will be described in the transactions.

7.3 Basis for Acceptance and Rejection of Deliverables

The basis for acceptance of services and deliverables will be compliance with best commercial practices and those requirements and standards provided in transactions issued under this Agreement.

- (1) Draft Deliverables: The Contractor may provide written acceptance, comments and/or change requests, if any, in writing, within fifteen (15) business days from receipt by the Contractor of the initial deliverable. Unless otherwise specified in the transactions, upon receipt of the Contractor’s comments, the Seller shall have ten (10) business days to incorporate the Contractor’s comments and/or change requests and to resubmit the deliverable in its final form.
- (2) Non-Conforming and Erroneous Deliverables: If a Contractor finds a draft or final deliverable contains spelling errors, grammatical errors, improper formatting, or otherwise does not conform to the requirements stated in a transaction, the document may be immediately rejected without further review and returned to the Seller for correction and resubmission. If the Seller requires additional Contractor guidance to produce an acceptable draft, the Seller shall arrange a meeting with the appropriate authorized transaction representative.
- (3) Final Deliverables: Reports, documents, and narrative type deliverables will be accepted when discrepancies, errors, or other deficiencies identified, in writing, by a Contractor have been corrected. The Seller shall provide electronic copies of each deliverable and use best commercial practices for formatting deliverables. Electronic

copies shall be delivered, via email attachment or other media, by mutual agreement of the parties. Unless otherwise specified in a transaction, the electronic copies shall be compatible with Microsoft Office Suite or other applications as appropriate and mutually agreed to by the parties. Contractor comments on deliverables must either be incorporated in the succeeding version or the Seller must demonstrate to the Contractor's satisfaction why such comments should not be incorporated.

- (4) Acceptance/Rejection: Unless otherwise specified in a transaction, the Contractor shall provide written notification of acceptance or rejection of all final deliverables within ten (10) business days. Notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

8.0 Other Requirements

8.1 Performance of Services at Department of Energy Sites

Location(s) of performance, as applicable, will be included in Contractor transactions issued under the Agreement. The Seller may perform some or all services on a transaction at a DOE site, or performance may be a combination of on-site and Seller site work.

Seller personnel performing at DOE sites shall maintain a schedule that coincides with the schedule of the site unless prior agreements are made between the Seller and Contractor Site officials. In general, the Seller's performance shall occur during normal business hours of 0600 to 1800 (local time) Monday through Friday, except for site holidays or in cases where there is a site shutdown and/or emergency.

The Seller agrees to comply with site regulations, policies, rules and directions of security officials during on-site performance, including those related to safety, security, privacy, traffic, and parking. Unless otherwise provided for on a transaction issued under this Agreement, the Seller shall notify the Contractor site representative, in writing, at least five (5) business days prior to commencing work at the site so they can coordinate with the site security staff.

The Contractor will not reimburse the Seller for travel expenses of its employees from their residences to their normal duty sites for a transaction. The Contractor will not reimburse the Seller for relocating its personnel to a job site on a transaction under this Agreement. The Contractor will not reimburse the Seller for travel expenses of its employees in the Site's local commuting area.

8.2 Partnering

Contractors are committed to DOE's initiative to form cohesive partnerships between project team members to effectively accomplish work in an efficient, timely, and economical manner. On all major construction and renovation projects, a formal partnering process, as defined in an agreement between stakeholders may be a requirement. Stakeholders may include the Seller, DOE/NNSA and client agencies, other M&O contractors, designers (architects, engineers and consultants) of record, the construction contractor(s), and other agencies such as the United States Corps of Engineers (USACE). Partnerships developed during this process must strive to draw on the strengths of each entity in an effort to achieve quality projects that meet mission needs, are within budget, and completed on schedule. Establishment of an agreement on any project will not change the legal relationships of the parties to the Agreement Holder, nor will it relieve any party of the terms of their

respective contract vehicle. Seller personnel shall participate in partnering sessions if required by a transaction.

8.3 Overall Seller Responsibilities

- (1) The Seller is responsible for selecting personnel who are well qualified to perform the required services, overseeing performance, and assuring the quality meets the Contractor expectations.
- (2) The Seller shall maintain professional working relationships with Contractor personnel, client agency personnel, other M&O Contractors and their personnel, A/E personnel and/or construction contractors, and other stakeholders associated with work performed on the transactions. The Seller shall not perform in a manner that provides an appearance it is directing other entities or taking actions that have an appearance to bind or make commitments on behalf of a Contractor.
- (3) The Seller is responsible for the safe and secure accomplishment of services, whether performed by its own personnel or team members, including its subcontractors. The Seller is responsible for planning and coordinating schedules; integrating, managing and performing assigned tasks; transaction support in the execution of large and small projects; and completing other activities as described in the transactions.
- (4) The Seller shall provide sound advice from the perspective of what's in the best interest and/or offers the optimal value for the Contractor and its client.
- (5) The Seller may be required to provide and maintain the following types of insurance; Workers' Compensation, Employer's Liability, Commercial General Liability, Comprehensive Automobile Liability, Equipment Liability. These requirements, if needed, will be identified in the transactions.
- (6) The Seller shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of transactions.
- (7) The Seller shall adhere to the same professional and ethical standards of conduct required of Contractor personnel. The Seller shall not:
 - a. Discuss with unauthorized persons information obtained in the performance of work under a transaction;
 - b. Conduct business not directly related to a transaction on a DOE site;
 - c. Use computer systems and/or other Contractor facilities for company or personal business; or
 - d. Recruit on a Contractor site or otherwise act to disrupt Contractor business.
- (8) The Seller shall be responsible for protecting all Unclassified Controlled Nuclear Information (UCNI) and Official Use Only (OUO) information, and materials in connection with the performance of the work under this Agreement. UCNI and OUO information will be protected in accordance with the DOE/NNSA directives.
- (9) The Seller shall save, hold harmless and indemnify the Contractor against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Seller property or property owned by a third party occurring in connection with or in any way incident to or arising out of the performance of work under the terms of the transactions placed against this Agreement, resulting in whole or in part from willful misconduct or lack of good faith on the Seller's part or subcontractor's managerial personnel or acts or omissions of the Seller, any subcontractor, or any employee, agent, or representative of the Seller or subcontractor.

8.4 Seller Personnel

- (1) Seller personnel and its subcontractors must identify themselves as subcontractors to the Contractor during meetings, telephone conversations, in electronic messages, or other correspondence related to the transactions;
- (2) Seller personnel shall take initiative to establish and maintain appropriate business relations with stakeholders and other participants on projects they are supporting. Stakeholders and other participants may include design/construction contractors, Contractor employees, Government personnel, USACE representatives, Defense Facilities Nuclear Safety Board, and Chief of Defense Nuclear Safety. The following apply:
 - a. Seller personnel shall not settle disputes or differences of opinion between Contractors and their subcontractors, or between other subcontractors, but instead will assist in the dispute resolution process between a Contractor (as coordinated by Contractor Purchasing Office officials and technical representatives);
 - b. If differences of opinion exist between Seller and Contractor personnel, the differences shall not be discussed in the presence of other Contractors or their subcontractors as well as Government officials. Such discussions will be held privately at an agreed to time and place;
 - c. Seller personnel shall not disseminate information concerning a project or any information that might be confidential, inflammatory, or derogatory. Requests for information must immediately be forwarded to the Contractor Purchasing Office official and technical representative for their consideration before being acted upon;
 - d. Seller personnel shall not issue verbal instructions to, or make any agreements with, the Construction Contractor or A/E firm that is executing the work on the project or their representatives.
 - e. Seller personnel shall not assume responsibilities of the construction contractor(s), particularly in areas of coordination of work to be performed by subcontractors.
- (3) Seller personnel shall exercise professionalism and due diligence by utilizing competent personnel to assist Contractor representatives in ensuring work performed is supporting in accordance with the requirements of the applicable contract and other applicable requirements, such as codes, regulations, standards, construction plans, and specifications, etc.
- (4) Seller personnel shall be proactive assisting Contractor representatives in resolving issues to minimize or eliminate possible claims by taking reasonable measures to anticipate problems and delays so that adverse impacts on project completion are reduced or eliminated.
- (5) Seller personnel shall immediately notify appropriate Contractor representatives of potential delays in completion dates and related problems contributing to the potential delay on actions it is supporting.
- (6) Seller personnel shall assist Contractor representatives in promptly resolving conflicts on contract by recommending measures to mitigate circumstances that may lead to a request for equitable adjustment or potential claim.

8.5 Release of Information

- (1) The Seller shall not make public release of information related to all or any part of this Agreement and transactions issued against it without prior approval of Contractor Purchasing Office officials and technical representatives. For the purposes of this Agreement "information" includes and is not limited to news releases, articles,

manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, etc.

- (2) The Seller must submit to Contractor Purchasing Office officials and technical representatives any information thirty (30) calendar days prior to the desired release date for security and policy review/clearance.
- (3) The Seller agrees to flow-down this requirement in any teaming arrangement or subcontract entered into as a result of this Agreement.

8.6 Non-Disclosure Agreements

The Seller may have access to business sensitive information during performance of transactions. Therefore, Seller personnel, if required in a transaction, shall execute a Non-Disclosure Agreement (NDA) and provide to the Site Purchasing Office officials or technical representatives before obtaining access to this information.

8.7 Security Requirements

8.7.1 Access to DOE Sites

- (1) Performance of transactions are expected to require the Seller's employees have physical access to DOE-owned or leased facilities; however, this provision does not control requirements for the Seller's employee's obtaining a security clearances. The Seller understands and agrees that Contractors have prescribed process with which the Seller and its employees must comply in order to receive a security badge that allows such physical access. The Seller further understands that it must propose employees whose background offers the best prospect of obtaining a security clearance.
- (2) The Seller shall assure:
 - a. In initiating the process for gaining physical access, (i) compliance with procedures established by the Contractor in providing its employee(s) with any forms directed by the Contractor, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contractor's site representative;
 - b. In completing the process for gaining physical access, that its employee (i) cooperates with the Contractor's officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those Contractor officials;
 - c. The Seller understands and agrees that the Contractor may unilaterally deny a security badge to a Seller's employee and that the denial remains effective for that employee unless the Contractor subsequently determines that access may be granted. Upon notice from the Contractor that an employee's application for a security badge is or will be denied, the Seller shall promptly identify and submit the forms referred to in subparagraph (b)(i) of this provision for the substitute employee. The denial of a security badge to individual employees by the Contractor shall not be cause for extension of the period of performance of a transaction or any Seller claim against the Contractor.
- (3) The Seller shall return to the Contractor Purchasing Office official or their designee the badge(s) or other credential(s) provided by the Contractor, granting physical access to DOE-owned or leased facilities by the Seller's employee(s), upon: (1) the termination of the transaction; (2) the expiration of the transaction; (3) the termination of employment on

the transaction by an individual employee; or (4) demand by the Contractor for return of the badge.

- (4) The Seller shall include this provision in any subcontract, awarded in the performance of a transaction, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

8.7.2 Security Clearances

The Seller's personnel may require a DOE Q or L security clearances prior to performing work on a transaction. Specific security requirements will be identified in the transactions.

8.7.3 Access to Contractor Computer Networks

- (1) Transactions may require the Seller's personnel to have access to highly secure Contractor facilities computer networks and/or sensitive information that is subject to Privacy Act and other Federal regulations. To perform on these transactions, the Seller agrees to ensure its personnel comply with all specific access, badging, computer system access, training, confidentiality, security, or any other requirements of the Contractor. In most cases, it is expected that the Seller's personnel performing a transaction will be required to satisfy security requirements prior to starting work.
- (2) Contractor specific security requirements may be provided by Contractor Site Ordering officials as part of the solicitation for a potential transaction. The Seller shall provide personnel who can meet all security requirements without delay. Failure to complete the work in accordance with established schedules as a result of delays in complying with security requirements shall be solely the responsibility of the Seller and not warrant an extension in performance or change in the transaction amount. Costs associated with meeting the requirements described herein shall not be a direct charge on this Agreement or any transaction.
- (3) Contractor site officials reserve the right to refuse access to a Seller's employee for any valid reason such as personal misconduct, including safety or security misconduct, criminal conduct, psychological instability, including illegal use or possession of controlled substances, failure to properly safeguard information or unauthorized disclosure, and failure to comply with agency (or facility) regulations or policies. If a Seller's employee is refused access to a site for valid cause, the Seller will be responsible for any costs associated with their replacement. Further, such personnel issues shall not be an acceptable reason for any delays in the performance of a transaction.

8.7.4 Information Technology Equipment Use

The Seller is not authorized to acquire any information technology equipment, real or personal property, or data at the Contractor's expense, under a transaction, without the prior approval of the Contractor's Purchasing Office official for a transaction. The Contractor will allow access to its computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Seller).

8.7.5 Computer Systems Security

- (1) The Seller agrees to comply with Contractor site policies and directives while performing a transaction issued under this Agreement.
- (2) The Seller shall immediately provide written notification to the Contractor's Purchasing Office official or their designee when a Seller's employee no longer requires access to a Contractor computer systems.

8.7.6 Seller Identification Specifications

- (1) Seller personnel while visiting and/or working on DOE-owned or leased facilities on a continuous basis (part-time, or full-time) must be recognizable as subcontractors. This shall be accomplished by wearing appropriate badges.
- (2) Badges shall be worn on the outermost garment in the chest area. Badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Contractor and non-Contractor personnel and determine the level of access. Sellers are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

8.7.7 Confidentiality of Information

- (1) To the extent the work under a transaction requires the Seller be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is clearly marked as confidential or proprietary, the Seller shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contractor Purchasing Office official. The foregoing obligations, however, shall not apply to:
 - a. Information or data in the public domain at the time of receipt by the Seller;
 - b. Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Seller;
 - c. Information or data that the Seller can demonstrate was already in its possession at the time of receipt thereof; or
 - d. Information or data that the Seller can demonstrate was received by it from a third party that did not require the Seller to treat it in confidence.
- (2) The Seller agrees to enter into an agreement, identical in all material respects to the requirements of above paragraph, with each entity supplying such confidential or proprietary information or data to the Seller under a transaction and to supply a copy of such agreement to the Contractor Purchasing Office official. Upon the Contractor Purchasing Office official's request, the Seller shall furnish the Contractor with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Seller with such information or data.
- (3) The Seller shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Seller is obligated to treat in confidence will not be discussed, divulged or disclosed except to those

persons within the Seller's organization directly concerned with the performance of a transaction or to Contractor representatives. Notwithstanding the foregoing Seller-employee agreement, upon request of the Contractor Purchasing Office official, the Seller agrees to obtain from each employee a confidentiality agreement acceptable to the Contractor Purchasing Office official.

- (4) This provision shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

9.0 Other Information

9.1 Site Purchasing Office Authority

Contractor Purchasing Office officials are the only authorized representatives to make or approve changes in any requirements contained in the transactions they issue under this Agreement. In the event the Seller makes changes at the direction of a person other than the Contractor Purchasing Office official, the changes shall be considered to have been made without authority and no adjustment will be made in the transaction price to cover any increase in costs incurred as a result.

Contractor Purchasing Offices are responsible for administering the transactions they issue under the Agreement, which includes issuing modifications, termination, and handling disputes or claims. Contractor Purchasing Office officials are the only representatives authorized to:

- (1) Accepting nonconforming services;
- (2) Waiving requirements of their transactions; and
- (3) Modifying terms or conditions of their transactions.

9.2 Contractors' Liability

Contractors shall not be liable for injury to Seller's personnel or damage to the Seller's property unless such injury or damage is due to negligence on the part of the Contractor.

9.3 Reference Documents

The Seller shall comply with the individual site policies and procedures as well as DOE and NNSA Orders (as applicable), Directives, and policies during transaction performance. Reference documents are expected to be identified in transactions issued by the sites.

9.4 Site Holidays, Shutdowns and Emergencies

Contractor Sites observe various holidays and regular instances where site operations are shutdown. Transactions under this Agreement will identify the specific holidays or days when site operations are on regular shutdown. Seller's personnel performing services on a DOE site shall not be granted access to the installation during site observed holidays or regular shutdowns unless prior agreement is made between the Seller and the site's authorized officials. If the Seller's on-site personnel work during a holiday or a period when the site is on a regular shutdown, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. Observance of such days by Contractor personnel shall not by

itself be cause for an additional period of performance or entitlement of compensation except as set forth within a transaction.

When a DOE site is closed and/or a delayed arrival/early dismissal of Contractor employees is directed due to severe weather, a security threat, a facility-related problem, or other emergency event that prevents personnel from working, Seller personnel performing on a DOE site shall follow the same reporting and/or departure directions given to Contractor personnel. Seller personnel, who are not required to remain at or report to the DOE site, shall follow their company policy regarding whether they should go/stay or report to another company facility. Seller personnel who take vacation time shall not direct charge the non-working hours to non-fixed-price transactions.

The Seller shall place identical requirements described above in all subcontracts that require performance of work on-site, unless otherwise instructed by a Contractor Purchasing Office official for an individual transaction.

9.5 Contractor Furnished Property and Facility Support

Contractor sites may furnish property and provide facility support to Seller personnel for use on orders issued on this Agreement such as office space and equipment, etc. Unless otherwise stipulated in a transaction, property and support furnished will be on a no-charge-for-use basis and shall be returned at the completion of performance. The Contractor Purchasing Office official may provide pertinent information as part of the solicitation process for a potential transaction.

9.6 Compliance with Contractor Site Regulations

For transactions that call for performance on a Contractor site, the Seller's personnel shall comply with the rules, regulations, policies, or any other directives of that site. These may include but are not limited to general safety, privacy, security, sanitary requirements, pollution and noise control, traffic regulations work schedules, and parking. The Contractor Purchasing Office official will provide, or assist in providing, such information as part of the solicitation process for a transaction.

**Applicable Agreement Discounts
(December 26, 2019)**

Pricing Period:

From: Effective Date of Agreement (See Agreement Cover Page, Block 2)

To: End of the Agreement Term Inclusive of the Option

<u>Labor Categories</u>	<u>Discount(s) % for DOE Site Performance</u>	<u>Discount(s) % for Seller's Site Performance</u>
All Labor Categories	10%	5%

**Seller's Labor Category Descriptions
(December 26, 2019)**

<u>Labor Category</u>	<u>Description</u>
Project Executive	<p>Bachelor's Degree and Professional Registration or Certification is required. Minimum of twenty years of progressive experience using various project delivery systems such as design-build, construction management, and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget is required; experience in change management and compliance with applicable laws, rules, ordinances and regulations is required. Experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and postconstruction as well as experience managing a staff augmentation contract, and experience in contract administration. Responsibilities The Project Executive's primary responsibility as the Principal-In-Charge will be to perform as the advocate of the Government relating to the project from initial design through final completion. The Project Executive (PEX) will be Hill's senior level interface with the Government for all contract matters. The PEX will oversee the performance of all assigned personnel for each project or task order. The PEX, alongside of Hill's Project Director, will ensure that all personnel assigned to the project are knowledgeable of the contract requirements, terms and conditions, deliverables, and schedule requirements. The PEX will be responsible for ensuring that all Hill personnel assigned to the project will meet the contract requirements for personnel qualifications for each job description.</p>
Project Director	<p>Bachelor's Degree and Professional Registration or Certification is required. Minimum of fifteen years of progressive experience using various project delivery systems such as design-build, construction management, and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget; experience in change management and compliance with applicable laws, rules, ordinances and regulations; experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and post-construction as well as experience managing a staff augmentation contracts and experience in government contract administration. Responsibilities The Project Director's (PD) primary responsibility will be to perform as the advocate of the Government relating to the project from initial design through final completion. The PD will be Hill's mid-level interface with the Government for all contract matters. The PD will oversee the performance of all assigned personnel for each project or task order. The PD, alongside of Hill's Project Manager, will ensure that all personnel assigned to the project are knowledgeable of the contract requirements, terms and conditions, deliverables, and schedule requirements.</p>
Program Manager	<p>Bachelor's Degree and Professional Registration or Certification is required. Minimum of fifteen years of progressive experience using various project delivery systems such as design-build, construction management, and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget is required. Experience in change management and compliance with applicable laws, rules, ordinances and regulations; experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and post-construction as well as experience managing a staff augmentation contract; experience in government contract administration. Responsibilities The Program Manager's</p>

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	<p>(PgM) primary responsibility will be to perform as the advocate of the Government relating to the project from initial design through final completion. The PgM will be Hill's mid-level interface with the Government for all contract matters. The PgM will oversee the performance of all assigned personnel for each project or task order. The PgM, alongside of Hill's Project Manager will ensure that all personnel assigned to the project are knowledgeable of the contract requirements, terms and conditions, deliverables, and schedule requirements.</p>
<p style="text-align: center;">Senior Project Manager</p>	<p>Bachelor's Degree and Professional Registration or Certification is required. Minimum of fifteen years of progressive experience using various project delivery systems such as design-build, construction management, and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget is a must. Experience in change management and compliance with applicable laws, rules, ordinances and regulations; experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and post-construction as well as experience managing a staff augmentation contract experience in government contract administration. Responsibilities The Senior Project Manager's (Sr. PM) primary responsibility will be to perform as the advocate of the Government relating to the project from initial design through final completion. The Sr. PM will oversee the performance of all assigned personnel for each project or task order. The Sr. PM, alongside of Hill's Project Manager will ensure that all personnel assigned to the project are knowledgeable of the contract requirements, terms and conditions, deliverables, and schedule requirements. The Sr. PM will be responsible for ensuring that all Hill personnel assigned to the project will meet the contract requirements for personnel qualifications for each job description.</p>
<p style="text-align: center;">Senior Construction Manager</p>	<p>Bachelor's Degree and Professional Registration or Certification is required. A minimum of fifteen years' progressive experience including accountability for industrial and commercial building type construction or renovation projects is required. Experience using various projects delivery systems such as design/build, construction management and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget, experience in change management and compliance with applicable laws, rules, ordinances and regulations; experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and post-construction; experience in government contract administration with extensive knowledge of automated contract management and project administration tools such as Primavera Contract Management or Meridian Prolog Manager. Responsibilities The Senior Construction Manager (SCM) reports to the Project Director. The SCM provides oversight to the Construction Manager. The SCM ensure that the Construction Manager is fulfilling Hill's obligations regarding the progress of the project, compliance with the Governments contract, and compliance with Hill's policies and procedures.</p>
<p style="text-align: center;">Project Manager</p>	<p>Bachelor's Degree and a minimum of ten years of progressive experience using various project delivery systems such as design-build, construction management and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget; experience in change management and compliance with applicable laws, rules, ordinances and regulations; experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and postconstruction; experience in government contract administration with extensive knowledge of automated contract management and project administration tools such as Primavera Contract Management or Meridian</p>

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	<p>Prolog Manager. Responsibilities The Project Manager (PM) will manage and coordinate all field and home office construction management activities to ensure all Contractors fulfill their contractual requirements with the Government particularly in the areas of schedule compliance, budget, safety, and deliverables. The PM will manage Hill's resources to provide oversight of the project including constructability reviews of the design, technical and commercial compliance of the construction effort, selection of qualified contractors, construction management, contract administration, engineering, safety, documentation, estimating, and scheduling.</p>
<p>Construction Manager</p>	<p>Bachelor's Degree and a minimum ten years of experience using various project delivery systems such as design-build, construction management, and traditional design-bid-build methodologies is required. Successful delivery of construction projects on time and within budget and compliance with applicable laws, rules, ordinances and regulations is a must. Experience in all construction project phase services including pre-design, design/pre-bid, bid, construction, and post-construction as well as experience managing a staff augmentation contract and a familiarity with project management tools. Responsibilities The Construction Manager reports to the Project Director and Senior Construction Manager. The Construction Manager (CM) will monitor and coordinate the exchange of correspondence between all of the participants. The CM's efforts will be directed exclusively at preserving and advancing the interests of the government especially in the areas of cost, quality, safety, schedule, invoice disposition, and payment. The CM will focus on key elements for successful management through constructability reviews, planning and scheduling, managing the Contractors, and implementing processes which will be used to ensure the Contractors deliver quality work, on time, safely, and within budget.</p>
<p>Project Engineer</p>	<p>Bachelor's Degree and a minimum of five years' experience of progressive experience using various project delivery systems such as design-build, construction management, and traditional design-bid-build methodologies are required. Support of successful construction projects is a must. Experience in most construction project phase services including pre-design, design/pre-bid, bid, construction, and post-construction as well as experience managing a staff augmentation contract and familiarity with project management tools. Responsibilities The Project Engineer reports to the Senior Engineer and Construction Manager. The Project Engineer (PE) will provide field support to the CM in the areas of constructability reviews, value engineering, quality assurance, technical compliance of all contractors' construction activities that relates to the technical specifications, drawings, and contract deliverables. The PE will notify Hill's Senior Engineer and Construction Manager when matters of non-compliance, safety, and overall performance of the Contractors and their subcontractors need to be addressed. The PE will refer technical related issues that cannot be addressed in the field to Hill's Senior Engineer or Construction Manager for disposition and direction.</p>
<p>Architect</p>	<p>Bachelor's Degree in Architecture and a minimum of five years' experience is required. Registration is preferred, but not required. Responsibilities The Architect will work under the direction of the Project Manager and will meet with the project design firm periodically to perform constructability reviews, and recommend changes to design that could reduce costs associated with construction. Also, the Architect will provide on-site support to the Construction Manager as the need arises.</p>
	<p>Bachelor's Degree in Engineering, professional registration, and a minimum of ten years' experience in their designated field of expertise is required. Experience should include alternative analysis and design, constructability and biddability reviews and contracting knowledge in federal government or</p>

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Senior Engineer	<p>quasifederal government contract administration requirements.</p> <p>Responsibilities The Senior Engineer (SE) will work under the direction of the Project Manager. The SE will be responsible for ensuring technical compliance of all Hill activities on the Project. The SE will provide direction to the Project Engineer, Engineer, and CADD operator. The SE will provide the Project Engineer with technical direction during construction, in particular, during the design and bidding phases with Contractors. The Senior Engineer will notify the Project Manager and Construction Manager when issues of non-compliance are brought to his/her attention. The Senior Engineer will provide the Project Manager with his/her recommendation as the need arises.</p>
Engineer	<p>Bachelor's Degree in Engineering and a minimum of five years' experience is required. Registration is preferred, but not required. Responsibilities The Engineer will work under the direction of the Senior Engineer. The Engineer will review all technical specifications and drawings to ensure compliance with the government requirements. Any non-compliance will be noted and provided to the Senior Engineer for disposition and resolution.</p>
Senior Scheduler	<p>Bachelor's Degree and a minimum of ten years' experience in the development and monitoring of critical path method schedules on large industrial and renovation type projects or Professional Certification is required. Must be proficient in the application of computer scheduling packages such as Primavera P6 Enterprise Project Portfolio Management. Responsibilities The Senior Scheduler reports to the Project Manager, advises the Construction Manager, and provides direction to the Scheduler. The Senior Scheduler ensures that the scheduler has the tools to review and maintain the project schedule. The Senior Scheduler advises the Project Manager and Construction Manager when schedule slippages and float occurs on the project.</p>
Scheduler	<p>Bachelor's Degree with a minimum of five years' experience in the development and monitoring of critical path method schedules on large industrial and renovation type projects is required. Must be proficient in the application of computer scheduling packages such as Primavera P6 Enterprise Project Portfolio Management. Responsibilities The Scheduler reports to the Senior Scheduler and performs schedule reviews and maintenance. The Scheduler performs his/her responsibilities both in the field and in the home office and interfaces with the Contractors with respect to schedule compliance. The Scheduler notifies the Senior Scheduler of schedule slippages and schedule float on a regular basis.</p>
Senior Estimator/Senior Cost Estimator	<p>Bachelor's Degree or certification as a Certified Cost Engineer/ Certified Professional Estimator and a minimum of ten years experience in estimating building construction projects including independent cost estimating, evaluation of cost models, project budget development and compliance cost estimating, and change order cost analysis including establishing a fair and reasonable cost for authorized changes is required. Must be proficient in the application of computer estimating packages such as Timberline, US Costs, MCASES, or comparable estimating packages. Responsibilities The Senior Estimator reports to the Project Manager. The Senior Estimator provides direction to the Estimator and ensures that the estimator has the tools to perform the required tasks.</p>
Estimator/Cost Engineer	<p>Associate's Degree and a minimum of five years' experience, or certification as a Certified Cost Engineer/ Certified Professional Estimator. Experience in estimating for building construction projects is required. Contracting knowledge in federal government or quasi-federal government contract administration Requirements Responsibilities The Estimator reports to the Senior Estimator and provides budget estimates, should cost estimates</p>

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	associated with change requests from Contractors, and supports the Project Manager in the development of project reports.
Construction Inspector	Associate's Degree with a minimum of ten years of experience in their designated area of expertise in inspection is required. Must have experience in variance documentation and reporting, oversight of construction and renovation projects, review and coordination of permitting and government agency approvals. Responsibilities The Construction Inspector reports to the Construction Manager. The Inspector performs inspections of the Contractors mechanical, electrical, plumbing work. He/She ensures that Contractors are complying with the technical specifications and drawing requirements. Non-compliances are brought to the Construction Manager's attention for disposition and action.
Engineering Technician/CADD Operator	Associate's Degree or a minimum of five years' experience in complete CADD capability, experience with AutoCAD or equivalent is required. Must be able to adapt and/or have experience in architectural designs, details from Building Design Standards. Experience with conceptual plans and construction drawings involving architectural, mechanical, electrical and plumbing, grading plans, profiles, crosssections, drainage, and quantity estimating is a must. Responsibilities CADD Operator reports to the Senior Engineer. The CADD Operator provides support to the Senior Engineer for constructability reviews during the design phase.
Senior Contract Administrator	Bachelor's Degree and a minimum of ten years' experience dealing with federal, state, or local government contract administration requirements including design contract administration, preparation of bid forms and documentation, bid review and recommendations, bid award processing, and proposal review and award processing is required. Responsibilities The Senior Contract Administrator (SCA) reports to the Project Manager. The SCA is responsible to ensure that all contract administration is performed in accordance with the FAR or other appropriate procurement requirements. The SCA manages the contract administrators on the project and ensures that contracting activities performed by the CA is in full compliance with the Government requirements.
Contract Administrator	Bachelor's Degree and a minimum of five years' experience dealing with federal, state, or local government contract administration requirements including design contract administration, preparation of bid forms and documentation, bid review and recommendations, bid award processing, and proposal review and award processing is required. Responsibilities The Contract Administrator (CA) report to the Senior Contract Administrator. The CA is responsible for pre-qualifying bidders, writing scope documents, bidding, supporting the government in the negotiation process, issuance of contracts, and administration of those contracts.
Administrative Assistant/Secretary	High School Diploma or equivalent and no prior experience. Capable of typing 60 words per minute on word processing software, have good knowledge of spreadsheet software, excellent telephone manners and filing knowledge. Responsibilities The Administrative Assistant/Secretary reports to the Project Manager and is responsible for word processing, filing project documentation, and coordination of meetings with the Government and Contractors.