

## **Part I – The Schedule**

### **Section B**

#### **Supplies or Services and Prices/Costs**

**B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the Section H Contract clause entitled, *Task Ordering Procedure*.

**B.2 Type of Contract**

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract under which Cost-Reimbursement (CR) and/or Fixed-Price (FP) Task Orders may be issued. CR Task Orders can include, but are not limited to, CR no fee, Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Fixed-Fee (CPFF) Task Orders. FP Task Orders can include, but are not limited to, Firm-Fixed-Price (FFP) Task Orders. The preference is CPIF and FFP Task Orders. Task Orders will define objective performance criteria for completion of End States to the maximum extent practical. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance (POP).

**Table B-1. Master IDIQ Contract Line Item Number (CLIN) Structure**

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
00001	West Valley End States	\$3.0B	Ten (10) years from the effective date of Contract.

Each Task Order will include a cost or price based on the Contractor’s proposal for the Task Order (see Section H, *Task Ordering Procedure*), negotiations, and agreement on cost/price; and the requisite clauses depending on the Task Order type (including but not limited to the following clauses (a) through (e)). Fill-ins will be completed at the Task Order level.

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

(1) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the clause at FAR 52.216-8, *Fixed Fee*, the total estimated cost and fixed-fee for this Task Order are as follows:

Total Estimated Cost: [insert total estimated cost]

Fixed Fee: [insert fixed fee]

(2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

(3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable clause addressing payment].

(b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Award-Fee type of Task Order. The total estimated cost and award fee are as follows:

Total Estimated Cost: [insert total estimated cost]

Award fee: [insert available award fee]

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost and fee]

- (3) Payment of fee will be made in accordance with [insert instructions for fee payment or title of applicable contract clause addressing payment].

(c) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

Target Cost: [insert target cost]

Target Fee: [insert target fee]

Maximum Fee: [insert negotiated maximum fee; 15% is the maximum fee amount that can be negotiated]

Minimum Fee: 0%

As specified at Section I clause FAR 52.216-10, *Incentive Fee*, paragraph (e)(1): the fee payable under this Contract shall be the target fee increased by **thirty (30) cents** for every dollar the total allowable cost is less than the target cost or decreased by **thirty (30) cents** for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than **fifteen (15)[insert negotiated maximum fee]** percent or less than **zero percent** of the target cost.

- (2) The target cost, target fee, minimum and maximum fee, and target fee increase/decrease ratios are applicable to the following Task Order Contract Line Items:

[insert, if any, line item nos. and associated amounts for cost, fee, and fee increase/decrease ratio]

- (3) Payment of fee shall be made in accordance with the clause 52.216-10, *Incentive Fee* and the clause in the Task Order entitled [insert applicable clause addressing fee payment in addition to FAR clause].

(d) DOE-B-2004 Cost Task Order - No Fee: Total Estimated Cost (Oct 2014) (Revised)

- (1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Task Order is:

Total Estimated Cost: [insert total estimated cost]

- (2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order Contract Line Items, is as follows:

[insert, if any, line item nos. and associated amounts for cost]

- (e) DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014) (Revised)

- (1) This is a Firm-Fixed-Price Task Order. The Contractor shall provide the following [insert “supplies” or “services,” as applicable] at the following firm-fixed unit prices:

[Insert Listing of Firm-Fixed-Price for the supplies or services]

- (2) Payments of the Task Order’s Firm-Fixed-Price will be made in accordance with [insert instructions for payment or title of applicable Task Order clause addressing payment].

### **B.3 Contract Minimum and Maximum Value of Services**

- (a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$500,000.00.
- (b) The maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$3.0B.
- (c) All Task Orders issued under this Contract count toward the maximum value of \$3.0B, and the total cumulative value of the Task Orders issued shall not exceed the contract maximum value.

### **B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR Task Orders only)**

- (a) Pursuant to the Clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

To Be Determined on a Task Order basis.

### **B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)**

- (a) Task Order fee/profit ceilings will adhere to the following criteria.
  - (1) *CPIF Task Orders*. The maximum fee amount ~~shall not exceed~~that can be negotiated is 15 percent of the target cost, ~~and~~ The negotiated maximum fee amount shall serve as the maximum fee ceiling. The target fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 10% of the target cost] percent of the target cost.
  - (2) *CPAF Task Orders*. The award fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 8% of the estimated cost] percent of the estimated cost. There is no base fee available under CPAF task orders.
  - (3) *CPIF Task Orders*. The fixed fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 5% of the estimated cost] percent of the estimated cost.

- (4) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
- (5) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is [Offeror Fill-In] percent.
- (b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.
- (c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).

**B.6 Funding Profile**

The planned funding profile per the Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

Government Fiscal Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035 – 2039 <del>***</del>
<b>\$ Amount*</b>	\$97.9	-\$100.2	\$102.5	-\$104.8	\$107.3	\$109.7	\$112.3	\$114.8	-\$117.5	\$120.2	\$1,912.8 <del>***</del>

\*The dollar amounts are represented in (\$M). The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Section B of the Task Orders, inclusive of funding of pension and benefit programs described in Section C.

\*\* This funding may be available ~~if Task Orders are issued that extend beyond the 10-year ordering period for FY25 through FY39.~~

**B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)**

- (a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying Task Orders. Separate, additional, subcontractor fee is not an allowable cost under Task Orders for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity of any team member.
- (b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor’s team that are: (1) small business(es); (2) Protégé entities as part of an approved Mentor-Protégé relationship identified in the Contractor’s Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing “commercial products” and/or “commercial services” as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

## **B.8 Small Business Subcontracting Fee Reduction**

For the purpose of implementing this Clause, the percentage goals established in the separate subcontracting goals submitted at the Task Order level will remain in effect for the duration of the Task Order period of performance.

- (a) The Contractor's performance in the following areas will be evaluated at least annually: (1) progress toward meeting the cumulative small business performance percentage in accordance with the Section H Clause entitled, *Subcontracted Work*; (2) progress toward meeting the cumulative small business subcontracting goals for all Task Orders issued under the Master IDIQ Contract; and (3) progress toward meeting the required number of active Mentor-Protégé Agreements.
- (b) If the Contractor has not met any or all of the requirements in paragraph (a) of this clause, and/or has failed to provide meaningful work for small businesses, the Contracting Officer (CO) may reduce the fee by up to 10 percent (CR Task Orders) or the price by up to two percent (FFP Task Orders) depending on the nature and magnitude of the failure.

## **B.9 Basis for Changes**

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information, such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this Contract shall clearly identify the risk ownership for both the Government and the Contractor such that Task Order changes are minimized to the extent practicable.

**(Table with risk ownership to be negotiated and included within individual Task Orders, as applicable)**

## **B.10 Conditional Payment of Fee - DOE Performance Criteria/Requirements**

This Clause supplements the Section I Clause DEAR 970.5215-3 entitled, *Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts*, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. This clause does not replace the Section I clause. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security (SAS) are as follows:

- (a) ESH&Q
  - (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
  - (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3.
  - (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, workers, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:

- (i) Multiple similar non-compliances identified by external oversight (e.g., federal) that in the aggregate indicate a significant programmatic breakdown.
- (ii) Non-compliances or adverse performance trends that either have or may have significant negative impact to the public, workers, or environment or that indicate a significant programmatic breakdown.
- (iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (iv) Failure to report required data accurately and within required timeframes (e.g., within 24 hours of incident).

(b) Safeguards and Security

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
  - (i) Theft, loss, or diversion of Category I or II Special Nuclear Material (SNM); adversarial attacks or acts of sabotage that result in significant consequences to the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
  - (ii) Receipt of an overall rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
  - (iii) Failure to implement effective corrective action(s) in response to any first degree performance failure.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
  - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
  - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
  - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
  - (iv) Failure to implement effective corrective action(s) in response to an occurrence of any second degree performance failure.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
- (ii) Evidence that SNM data has been manipulated or falsified.
- (iii) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
- (iv) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the Contractor.
- (v) Five or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
- (vi) Receipt of any topical area rating of Unsatisfactory on any DOE SAS survey, audit, and/or inspection.
- (vii) Failure to implement effective corrective action(s) in response to any third degree performance failure.
- (viii) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

### **B.11 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)**

(a) ~~(a)~~ Notwithstanding any other term or condition of this Contract and the resulting Task Orders to the contrary, this clause applies to and has precedence over all other terms and conditions of this Contract and the resulting Task Orders that provide for provisional payment of fee.

(b) ~~(b)~~ The Contractor must notify the CO immediately if it believes any incongruence exists between this clause and any other term or condition of this Contract or the resulting Task Orders that provides for provisional payment of fee. If a term or condition of this Contract or the resulting Task Orders provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

(c) ~~(c)~~ This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply.

- (1) Price means cost plus any fee or profit applicable to the Task Order.
- (2) The terms profit and fee are synonymous.
- (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
- (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the Task Order's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order for earning fee.
- (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.



(6) Provisional payment of fee for an incentive means the Government’s paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

(7) Provisional payment of fee has no implications for the Government’s eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government’s determination that the Contractor had earned the associated available fee for the incentive).

(8) Clause means a term or condition used in this Contract.

~~(d) (4)~~–The Task Order’s price, incentives included in its price, and all other terms and conditions reflect the Government’s and the Contractor’s agreement to link, to the maximum extent practical, the Contractor’s earning of fee to its achievement of final outcomes rather than interim accomplishments.

~~(e) (e)~~–Certain terms and conditions of the Task Order provide for provisional payment of fee for certain incentives. Other terms and conditions of the Task Order provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of the Task Order that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

~~(f) (f)~~–The CO, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

~~(g) (g)~~–If the CO determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:

(1) The Contractor’s obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing the CO’s determination; and

(2) If the Contractor fails to return the provisionally paid fee within 30 days of the CO’s determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor’s failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

~~(h) (h)~~–If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

(i) If provisional fee is provided for under a Task Order and the CO determines the Contractor has met all of the other applicable terms and conditions in both the Task Order and the Master IDIQ Contract

required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Task Order, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per calendar quarter, at a prorated amount of up to 80 percent of the target and/or available fee for the Task Order, pending satisfactory performance.

### **B.12 Performance Management Incentive**

- (a) This clause is intended to motivate efficient and effective contract performance in accordance with FAR 15.404-4 Profit and encourages the Contractor to strive for outstanding results. This clause also motivates the Contractor to implement, if needed, effective and timely corrective actions.
- (b) The Performance Management Incentive (PMI) is a contract-wide incentive measured individually among all applicable active Task Orders. PMI will not be applied to the Transition Task Order and Task Orders that provide for Award Fee as defined in FAR 16.405-2. In the event a Task Order includes CLINs of multiple contract types, including CPAF, PMI may be applicable to the non-CPAF portion of the Task Order. The PMI shall be included in the maximum fee amounts described in DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised), and the estimated PMI fee allocation will be provided to the Contractor when Requests for Task Order Proposals (RTPs) are issued. The PMI is exclusive of any Performance Evaluation and Measurement Plan. For any applicable active Task Order, available PMI fee may be reduced unilaterally by the CO based on the degree of non-achievement. Fee actions described in this clause will not duplicate any other fee action.
- (c) It is a prerequisite of this contract that the Contractor shall accomplish the work in a safe and efficient manner. It is the expectation that the Contractor will strive for outstanding results in the areas described below. A PMI fee of up to [TBD on a Task Order basis] per fiscal year\* may be earned based upon outstanding results in Contractor performance, as determined by the CO, in the following areas: (1) safety and operational performance; (2) meeting regulatory or court ordered milestones; (3) quality assurance performance per Section C and Section E clause FAR 52.246 11, where continuous monitoring and performance improvement are evident; (4) maintaining the operability of facilities and other infrastructure throughout the performance period such that degradation is addressed to prevent mission impact; (5) management of the Contractor's team, including teaming subcontractors to ensure efficient and effective partnering with the Government and all parties; (6) establishment, maintenance, and implementation of sound business systems to ensure efficient and effective business management performance in a complex IDIQ task order environment; and (7) IDIQ management, including timely, good faith and fair dealings in conducting negotiations with DOE with the goal of a reasonable outcome, including equitable risk sharing, for all parties.
- (d) The [annual not-to-exceed amount\*; TBD on a Task Order basis] will be allocated among all applicable active Task Orders, at the discretion of the CO, on an annual fiscal year basis. The PMI is a unilateral action that shall not exceed [TBD on a Task Order basis] per fiscal year, applied for all applicable active Task Orders combined, and will not be negotiated with the Contractor.
- \*Amount may be prorated based on the timing of the 12-month fiscal year.
- (e) The CO has discretion for the degree of the PMI fee reduction but shall be reasonable based on the degree of non-achievement, up to the PMI dollar amount per each applicable active Task Order. The CO also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Upon successful completion of corrective actions and at the discretion of the CO, the Contractor may potentially recover any and all withheld fee.

(f) The CO will establish a semi-annual evaluation process to evaluate performance under all elements of the PMI fee. This evaluation will also be reflected in the annual CPARS evaluation of any applicable Task Order. The CO will consider feedback from the Contractor as part of the semi-annual evaluation. Provisional PMI payment will not occur until the CO's evaluation has been completed.

(g) For each applicable active Task Order, semi-annual provisional PMI fee payments will be paid by taking [TBD]% of the PMI fee, divided by two six-month periods for each 12-month period, minus any CO-determined PMI fee reductions. The remaining [TBD]% of the PMI fee will be held until the end of each fiscal year. The PMI fee, minus any PMI fee reductions described above, is considered earned at the end of the fiscal year. The CO has unilateral discretion to roll-over any or all unearned fee into the following fiscal year depending on the implementation and effectiveness of corrective actions.

**B.13 Limitation of Government's Obligation (Applies to FFP Task Orders and CLINs only)**

(a) This Contract's fixed-price Task Orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and fixed-price terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this Contract. For each CLIN or Task Order there is:

- (1) a fixed price for the action;
- (2) a fixed amount of work that corresponds to the fixed price;
- (3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
- (4) no Government obligation to the Contractor until the Government allots funds to the CLIN or Task Order for the action;
- (5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
- (6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN or Task Order:

- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral modifications, at any time is always less than or equal to the total amount of funds allotted by the Government for the CLIN or Task Order;
- (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or Task Orders:

- (i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
  - (ii) the specific risk that in the event of termination of an incrementally funded CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this Contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this Contract would allow.
- (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the CLIN or Task Order for the services;
  - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - (5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the Task Order's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the Task Order's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN or Task Order:
- (1) The fixed price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or Task Order at any time during performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
  - (2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
  - (3) If the Government meets the entire Planned Funding Schedule,
    - (i) the cumulative amount of funds allotted will equal the CLIN's or Task Order's fixed price and
    - (ii) the Contractor must provide the work required for the CLIN or Task Order.
- (d) The fixed price for each CLIN or Task Order is listed in Section B of each Task Order.
- (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed price of the CLIN or Task Order.
- (f) The Actual Funding Schedule for each CLIN or Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government for each CLIN or Task Order, and the work to be performed for the funds allotted.

- (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or Task Order.
  - (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
  - (ii) If the Contractor does not perform the requirements for the CLIN or Task Order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or Task Order per or earlier than the Planned Funding Schedule, the CLIN or Task Order will be considered a simple fixed-price CLIN or Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
  - (1) The Government's and the Contractor's obligations for the CLIN or Task Order—with the exception that the Government's obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or Task Order were both fixed price and fully funded at time of CLIN or Task Order execution, that is, the Contractor agrees that: it will perform the work for that CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN's or Task Order's being incrementally funded.
    - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of CLIN or Task Order execution and the Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of CLIN or Task Order execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted for the CLIN or Task Order; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or Task Order that exceed the total amount of funds allotted by the Government for the CLIN or Task Order:
      - (A) it (not the Government) will be liable for those excess amounts payable
      - (B) it will remain liable for its obligations under every term or condition of the contract and
      - (C) if it fulfills all of its obligations for that CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed price, the Government will pay it the fixed price for the CLIN or Task Order and no more.
    - (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point as if the CLIN or Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two

amounts: the amount allotted by the Government to the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.

- (h) The Contractor shall notify the CO in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or Task Order by the Government.
  - (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or Task Order.
  - (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.
- (i) If the Government does not allot funds to a CLIN or Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
  - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government for that CLIN or Task Order;
  - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the CLIN or Task Order;
  - (3) if the Government subsequently terminates the CLIN or Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government for the CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.
- (j) Except as required by either other provisions of this Contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or Task Order:
  - (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government for the CLIN or Task Order; and
  - (2) The Contractor is not obligated to continue performance related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted for the CLIN or Task Order by the Government until the CO notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or Task Order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the CO, shall affect the amount allotted by the Government for a CLIN or Task Order, which will remain at all times the Government's maximum liability for a CLIN or Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or Task Order in

excess of the total amount allotted by the Government for a CLIN or Task Order, whether earned during the course of CLIN or Task Order performance or as a result of termination.

- (l) Change orders, equitable adjustments, unilateral or bilateral modifications, or similar actions shall not be considered increases in the Government’s maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or Task Order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate a CLIN or Task Order for convenience or default.
- (n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

- (o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

## SECTION C

### Performance Work Statement

#### Table of Contents

#### CONTENTS

C.0 Contract Background, purpose, and overview .....	5
Contract Background .....	5
Contract Purpose and Overview .....	6
General Requirements .....	8
C.1 CONTRACT TRANSITION .....	10
C.1.1 Incoming Transition .....	10
C.1.2 Incoming Transition – Planning Support .....	14
C.1.2.1 Fire Suppression System Design .....	14
C.1.2.2 Fuel Receiving and Storage Facility Demolition Plan .....	14
C.1.2.3 Waste Management Area 1 Remedial Design .....	14
C.1.3 Outgoing Transition and Closeout .....	14
C.2 CORE FUNCTIONS .....	15
C.2.1 Integrated Safety Management System (ISMS) .....	15
C.2.2 Environment, Safety, Health and Quality Assurance Program .....	16
C.2.2.1 Environmental Management .....	16
C.2.2.2 Worker Safety and Health .....	18
C.2.2.3 Safety Culture .....	18
C.2.2.4 Quality Assurance .....	20
C.2.2.5 Waste Management .....	21
C.2.2.6 Contractor Assurance System .....	22
C.2.3 Emergency Management and Fire Protection .....	22
C.2.4 Continuity Program .....	23
C.2.5 Radiation Safety .....	23
C.2.6 Nuclear Safety .....	23
C.2.7 Criticality Safety .....	24
C.2.8 Engineering .....	24
C.2.9 Program Support Performance Requirements .....	24
C.2.9.1 Program Management .....	24
C.2.9.2 Program Integration and Control and Earned Value Management .....	25
C.2.9.3 Master Contract Performance Baseline (Master CPB) .....	26
C.2.9.4 Capital Asset Projects .....	28
C.2.9.5 Contract Performance Reporting .....	29
C.2.9.6 Cost Estimating .....	31



C.2.9.7 Scheduling.....	31
C.2.9.8 Risk Management .....	32
C.2.10 Public Affairs and Communications .....	32
C.2.11 Real Property Asset Management.....	33
C.2.12 Personal Property .....	33
C.2.13 Records .....	34
C.2.14 Communications and Information Management .....	36
C.2.14.1 Network and System Operations.....	36
C.2.14.2 Operations and Program Management.....	37
C.2.14.3 Cybersecurity Support.....	38
C.2.14.4 Application Support .....	39
C.2.14.5 Core Support Skills .....	40
C.2.15 Administration of Pension and Benefit Plans .....	42
C.2.16 Other Project Support .....	42
C.2.16.1 Internal Audit.....	43
C.2.16.2 Employee Concerns Program .....	43
C.2.16.3 Infrastructure Support.....	44
C.2.16.4 Government Furnished Services / Items.....	44
C.2.17 DOE Support.....	45
C.2.17.1 Support to DOE Office .....	45
C.2.17.2 Radiological Assistance Program .....	45
C.2.17.3 Dosimetry and Radiobioassay Programs at the DOE EMCBC – New York Project Office – 46	46
C.2.17.4 Occupational Medicine & Health Support.....	47
C.2.17.5 Support to Other DOE Contractors .....	48
C.2.17.6 Taxes and Insurance.....	49
C.3 SAFEGUARDS AND SECURITY (Safe and Compliant Base Operations).....	49
C.4 SITE OPERATIONS, MAINTENANCE, AND UTILITIES (Safe and Compliant Base Operations).....	52
C.4.1 Site Operations and Maintenance .....	53
C.4.2 Roads and Grounds Services .....	53
C.4.3 Janitorial Services .....	53
C.4.4 Site Utility Services .....	53
C.4.4.1 Operation and Maintenance of the Site Potable Water System .....	54
C.4.4.2 Operation and Maintenance of the Site and Ashford Office Complex Data Center .....	54
C.4.5 Operation and Maintenance of the Reservoir, Spillway, and Rail Line .....	55
C.4.5.1 Reservoir, Spillway, and Rail Line Modifications.....	55
C.4.5.2 Dam System Modifications.....	55
C.4.6 WMA 1 Operation, Maintenance, and Replacement.....	55

C.4.6.1— Operation and Maintenance of the Site Fire Fighting System .....	56
C.4.6.2— Replacement of the Site Fire Fighting System .....	56
C.4.6.3— Operation and Maintenance of the Low Level Radiological Waste Treatment System .....	56
C.4.6.4— Replacement of the Low Level Radiological Waste Treatment System .....	57
C.4.7— Operation and Maintenance of Vitrified Tank Waste Canister Storage .....	57
C.4.8— Operation and Maintenance of Construction and Demolition Debris Landfill .....	57
C.4.9— WMA 5 Operation, Maintenance and Renovation .....	58
C.4.10— Waste Tank Farm Operation and Maintenance .....	58
C.4.11— Facility/System Reconfiguration or Replacement .....	58
C.5 PERMEABLE TREATMENT WALL MANAGEMENT (Safe and Compliant Base Operations) .....	58
C.6 U.S. NRC LICENSED DISPOSAL AREA (Safe and Compliant Base Operations) .....	59
NDA Interceptor Trench .....	60
Groundwater Barrier Wall (Slurry Wall) .....	60
Geomembrane Cover .....	60
Leachate Transfer Line .....	60
C.7 LEGACY WASTE DISPOSITION .....	61
C.8 WASTE TANK FARM DISPOSITION .....	61
C.8.1— Tank 8D-1 .....	62
C.8.2— Tank 8D-2 .....	62
C.8.3— Tanks 8D-3 and 8D-4 .....	62
C.8.4— High Level Waste Transfer Trench Piping Removal .....	63
C.9 FACILITY DISPOSITION .....	63
C.9.1— Main Plant Process Building and Vitrification Facility (WMA 1) Below Grade Demolition .....	64
C.9.1.1— Main Plant Process Building and Vitrification Facility Demolition and Excavation .....	65
Vitrification Facility Below Grade Demolition and Excavation .....	66
C.9.1.2— Fuel Receiving and Storage Facility and Associated Waste Storage Areas .....	67
C.9.1.3— Head End Ventilation Building .....	67
C.9.1.4— Concrete Floor Slabs and Foundations in WMA 1 .....	68
C.9.1.5— Vitrification Off Gas Trench .....	69
C.9.1.6— Fire Pump House and Water Storage Tank (32D-1) .....	69
C.9.1.7— Tanks 12-35104, 7D-13, and 15D-6 and Associated Piping .....	69
C.9.1.8— WMA 1 Soil Removal .....	70
C.9.2— BALANCE OF SITE FACILITIES DECOMMISSIONING .....	74
C.9.2.1— WASTE MANAGEMENT AREA 2 (WMA 2) .....	74
C.9.2.2— Waste Management Areas 5 (WMA 5) .....	75

C.9.2.2.1 HLW Storage Vaults .....	75
C.9.2.2.2 Remote Handled Waste Facility, LSA 3, LSA 4, and associated facilities .....	75
C. 9.2.3 WASTE MANAGEMENT AREA 6 (WMA 6) .....	78
C.9.2.4 WASTE MANAGEMENT AREA 7 (WMA 7) .....	79
C.9.2.5 WASTE MANAGEMENT AREA 9 (WMA 9) .....	79
C.9.2.6 WASTE MANAGEMENT AREA 10 (WMA 10) .....	80
C.9.3 WMA 2 FACILITY DEMOLITION AND SOIL REMOVAL .....	80
C.9.3.1 D&D of the Neutralization Pit, Old Interceptor and Interceptor .....	81
C.9.3.2 Deactivation and Removal of the Low Level Radiological Treatment System Lagoons and Associated Soils .....	81
C.9.3.3 Deactivation of the Low Level Waste Treatment Building .....	83
C.9.3.4 Removal of the Solvent Dike .....	84
C.9.3.5 D&D of the Transfer Pump Shed .....	84
C.9.3.6 WMA 2 Soil Excavation .....	84
C.10 PHASE 2 ACTIVITIES .....	86
C.0 Contract Background, purpose, and overview .....	8
Contract Background .....	8
Contract Purpose and Overview .....	9
General Requirements .....	11
C.1 CONTRACT TRANSITION .....	13
C.1.1 Incoming Transition .....	13
C.1.2 Incoming Transition – Planning Support .....	17
C.1.2.1 Fire Suppression System Design .....	17
C.1.2.2 Fuel Receiving and Storage Facility Demolition Plan .....	17
C.1.2.3 Waste Management Area 1 Remedial Action Design .....	18
C.1.3 Outgoing Transition and Closeout .....	18
C.2 CORE FUNCTIONS .....	18
C.2.1 Integrated Safety Management System (ISMS) .....	19
C.2.2 Environment, Safety, Health and Quality Assurance Program .....	19
C.2.2.1 Environmental Management .....	20
C.2.2.2 Worker Safety and Health .....	22
C.2.2.3 Safety Culture .....	22
C.2.2.4 Quality Assurance .....	24
C.2.2.5 Waste Management .....	24
C.2.2.6 Contractor Assurance System .....	26
C.2.3 Emergency Management and Fire Protection .....	26
C.2.5 Radiation Safety .....	27
C.2.6 Nuclear Safety .....	27
C.2.7 Criticality Safety .....	27

C.2.8	Engineering	28
C.2.9	Program Support Performance Requirements	28
C.2.9.1	Program Management	28
C.2.9.2	Program Integration and Control and Earned Value Management	29
C.2.9.3	Master Contract Performance Baseline (Master CPB)	30
C.2.9.4	Capital Asset Projects	32
C.2.9.5	Contract Performance Reporting	33
C.2.9.6	Cost Estimating	35
C.2.9.7	Scheduling	35
C.2.9.8	Risk Management	36
C.2.10	Public Affairs and Communications	36
C.2.11	Real Property Asset Management	37
C.2.12	Personal Property	37
C.2.13	Records	38
C.2.14	Communications and Information Management	40
C.2.14.1	Network and System Operations	40
C.2.14.2	Operations and Program Management	41
C.2.14.3	Cybersecurity Support	42
C.2.14.4	Application Support	43
C.2.14.5	Core Support Skills	44
C.2.15	Administration of Pension and Benefit Plans	46
C.2.16	Other Project Support	46
C.2.16.1	Internal Audit	46
C.2.16.2	Employee Concerns Program	47
C.2.16.3	Infrastructure Support	48
C.2.16.4	Government-Furnished Services / Items	48
C.2.17	DOE Support	49
C.2.17.1	Support to DOE Office	49
C.2.17.2	Radiological Assistance Program	49
C.2.17.3	Dosimetry and Radiobioassay Programs at the DOE EMCBC – New York Project Office	50
C.2.17.4	Occupational Medicine & Health Support	51
C.2.17.5	Support to Other DOE Contractors	52
C.2.17.6	Taxes and Insurance	53
C.3	SAFEGUARDS AND SECURITY (Safe and Compliant Base Operations)	53
C.4	SITE OPERATIONS, MAINTENANCE, AND UTILITIES (Safe and Compliant Base Operations)	56
C.4.1	Site Operations and Maintenance	57
C.4.2	Roads and Grounds Services	57
C.4.3	Janitorial Services	57
C.4.4	Site Utility Services	57

<u>C.4.4.1 Operation and Maintenance of the Site Potable Water System .....</u>	<u>58</u>
<u>C.4.4.2 Operation and Maintenance of the Site and Ashford Office Complex Data Center .....</u>	<u>58</u>
<u>C.4.5 Operation and Maintenance of the Reservoir, Spillway, and Rail Line .....</u>	<u>58</u>
<u>C.4.5.1 Reservoir, Spillway, and Rail Line Modifications.....</u>	<u>59</u>
<u>C.4.5.2 Dam System Modifications.....</u>	<u>59</u>
<u>C.4.6 WMA 1 Operation, Maintenance, and Replacement .....</u>	<u>59</u>
<u>C.4.6.1 Operation and Maintenance of the Site Fire Fighting System .....</u>	<u>59</u>
<u>C.4.6.2 Replacement of the Site Fire Fighting System .....</u>	<u>60</u>
<u>C.4.6.3 Operation and Maintenance of the Low-Level Radiological Waste Treatment System .....</u>	<u>60</u>
<u>C.4.6.4 Replacement of the Low-Level Radiological Waste Treatment System .....</u>	<u>60</u>
<u>C.4.7 Operation and Maintenance of Vitrified Tank Waste Canister Storage .....</u>	<u>61</u>
<u>C.4.8 Operation and Maintenance of Construction and Demolition Debris Landfill.....</u>	<u>61</u>
<u>C.4.9 WMA 5 Operation, Maintenance and Renovation .....</u>	<u>61</u>
<u>C.4.10 Waste Tank Farm Operation and Maintenance .....</u>	<u>62</u>
<u>C.4.11 Facility/System Reconfiguration or Replacement .....</u>	<u>62</u>
<u>C.5 PERMEABLE TREATMENT WALL MANAGEMENT (Safe and Compliant Base Operations).....</u>	<u>62</u>
<u>C.6 U.S. NRC LICENSED DISPOSAL AREA (Safe and Compliant Base Operations) .....</u>	<u>63</u>
<u>NDA Interceptor Trench .....</u>	<u>64</u>
<u>Groundwater Barrier Wall (Slurry Wall) .....</u>	<u>64</u>
<u>Geomembrane Cover .....</u>	<u>64</u>
<u>Leachate Transfer Line .....</u>	<u>64</u>
<u>C.7 LEGACY WASTE DISPOSITION .....</u>	<u>65</u>
<u>C.8 WASTE TANK FARM DISPOSITION .....</u>	<u>65</u>
<u>C.8.1 Tank 8D-1 .....</u>	<u>66</u>
<u>C.8.2 Tank 8D-2 .....</u>	<u>66</u>
<u>C.8.3 Tanks 8D-3 and 8D-4.....</u>	<u>66</u>
<u>C.8.4 High Level Waste Transfer Trench Piping Removal.....</u>	<u>67</u>
<u>C.9 FACILITY DISPOSITION .....</u>	<u>67</u>
<u>C.9.1 Main Plant Process Building and Vitrification Facility (WMA 1) Below Grade Demolition .....</u>	<u>68</u>
<u>C.9.1.1 Main Plant Process Building and Vitrification Facility Demolition and Excavation .....</u>	<u>69</u>
<u>Vitrification Facility Below Grade Demolition and Excavation .....</u>	<u>70</u>
<u>C.9.1.2 Fuel Receiving and Storage Facility and Associated Waste Storage Areas .....</u>	<u>71</u>
<u>C.9.1.3 Head-End Ventilation Building .....</u>	<u>71</u>
<u>C.9.1.4 Concrete Floor Slabs and Foundations in WMA 1 .....</u>	<u>72</u>

C.9.1.5	Vitrification Off-Gas Trench .....	73
C.9.1.6	Fire Pump House and Water Storage Tank (32D-1).....	73
C.9.1.7	Tanks 12-35104, 7D-13, and 15D-6 and Associated Piping .....	73
C.9.1.8	WMA 1 Soil Removal .....	74
C.9.2	BALANCE OF SITE FACILITIES DECOMMISSIONING.....	78
C.9.2.1	WASTE MANAGEMENT AREA 2 (WMA 2) .....	78
C.9.2.2	Waste Management Areas 5 (WMA 5) .....	79
C.9.2.2.1	HLW Storage Vaults.....	79
C.9.2.2.2	Remote Handled Waste Facility, LSA 3, LSA 4, and associated facilities .....	79
C.9.2.3	WASTE MANAGEMENT AREA 6 (WMA 6) .....	82
C.9.2.4	WASTE MANAGEMENT AREA 7 (WMA 7) .....	83
C.9.2.5	WASTE MANAGEMENT AREA 9 (WMA 9) .....	83
C.9.2.6	WASTE MANAGEMENT AREA 10 (WMA 10) .....	84
C.9.3	WMA 2 FACILITY DEMOLITION AND SOIL REMOVAL.....	84
C.9.3.1	D&D of the Neutralization Pit, Old Interceptor and Interceptor .....	85
C.9.3.2	Deactivation and Removal of the Low-Level Radiological Treatment System Lagoons and Associated Soils .....	85
C.9.3.3	Deactivation of the Low-Level Waste Treatment Building.....	87
C.9.3.4	Removal of the Solvent Dike.....	88
C.9.3.5	D&D of the Transfer Pump Shed.....	88
C.9.3.6	WMA 2 Soil Excavation.....	88
C.10	PHASE 2 ACTIVITIES .....	90

## West Valley Demonstration Project Phase 1B Deactivation & Demolition (D&D)

### And Soil Remediation Contract Overview

#### C.0 CONTRACT BACKGROUND, PURPOSE, AND OVERVIEW

##### Contract Background

The West Valley Demonstration Project (WVDP) is located on the Western New York Nuclear Service Center (WNYNSC) that comprises 3,300 acres of land used for the commercial reprocessing of spent nuclear fuel. The WNYNSC is owned by the New York State Energy Research and Development Authority (NYSERDA). Between 1966 and 1972, commercial nuclear fuel reprocessing was conducted within the Main Plant Process Building (MPPB). In 1972, commercial nuclear fuel reprocessing activities ceased and were never resumed.

On October 1, 1980, the West Valley Demonstration Project Act (WVDP Act) was signed. The WVDP Act authorized the Department of Energy (DOE) to demonstrate solidification of 600,000 gallons of High-Level Waste (HLW) left behind at the site by the reprocessing operations. The DOE was given temporary possession of approximately 152 acres referred to as the “Project Premises” to complete DOE’s responsibilities under the WVDP Act. Upon completion of DOE’s responsibilities under the Act, DOE will return possession of the Project Premises to NYSERDA. The WVDP Act states that the Secretary of Energy shall carry out the following activities:

- (1) Solidify, in a form suitable for transportation and disposal, the high level radioactive waste at WNYNSC (hereinafter referred to as the Center) by vitrification or by such other technology which the Secretary determines to be most effective for solidification (Completed);
- (2) Develop containers suitable for the permanent disposal of the high level waste solidified at the Center (Completed);
- (3) As soon as feasible, transport, in accordance with applicable provisions of law, the waste solidified at the Center (278 high-level waste canisters) to an appropriate Federal repository for permanent disposal;
- (4) In accordance with applicable licensing requirements, dispose of low level radioactive waste and transuranic waste produced by the solidification of the HLW under the project; and
- (5) Decontaminate and decommission, in accordance with Nuclear Regulatory Commission (NRC) requirements, the tanks and other facilities in which HLW was stored, the facilities used in the solidification of the waste, and any material and hardware used in connection with the project.

WVDP Act Requirements 1 and 2 above are complete. Requirements 4 and 5 are partially complete.

DOE recently issued a Final Environmental Impact Statement (EIS) that has the Phased Decision-making Alternative as the preferred alternative. Under the Phased Decision-Making Alternative, in Phase 1 DOE will decommission all WVDP facilities, with the exception of the Construction and Demolition Debris Landfill, the underground high-level waste tanks and the NRC-Licensed Disposal Area (NDA). DOE will manage these facilities in a safe manner but defer a Phase 2 Decision until 2025.

### Contract Purpose and Overview

The purpose of the Contract is to achieve significant risk and financial liability reduction that provides the best overall optimal solution to Site accelerated completion and closure. Ultimately, the tasks, including the End States associated with the tasks, to be performed during the Contract ordering period will be defined in future Task Orders. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the Task Order period of performance.

The DOE’s goal is to efficiently optimize the scope, cost, and schedule associated with performance of all work while ensuring quality, protecting the safety of the workers, environment, and the public, to reduce DOE Office of Environmental Management’s (EM) environmental liabilities.

The Contractor shall, to the maximum extent practicable, implement improvements to work processes, procedures, and technologies throughout the ordering period. This would include the addition of new/non-traditional entities into teaming arrangements or subcontracting agreements. New and/or non-traditional firms would have differing processes and ideas that, via inclusion into a contractor team, would help ensure that the best of industry practices are employed, allowing for efficient advancement of the DOE cleanup mission, and reduction to DOE financial liabilities and environmental risk.

~~More so, the~~ An additional purpose of the WVDP Phase 1B Contract is to complete Phase 1 Decommissioning at the WVDP and prepare for and perform Phase 2 activities as regulatory approval is completed (e.g., ~~a~~ National Environmental Policy Act [NEPA] Record of Decision). WVDP Phase 1 Decommissioning is the first phase in a two-phase decommissioning process being used for final decommissioning of the site in accordance with the WVDP Act (Public Law 96-368). Phase 1 activities are described in the *Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship of the West Valley Demonstration Project and Western New York Nuclear Services Center* (DOE/EIS-0226) and the *Phase 1 Decommissioning Plan for the West Valley Demonstration Project* (Phase 1 DP). DOE selected a phased decommissioning approach to move forward with decommissioning activities while simultaneously allowing for the continued evaluation and analysis of various closure alternatives to possibly reduce uncertainties ~~with regard to~~ regarding the second and final phase of decommissioning. The Contractor shall comply with the Record of Decision (ROD), DOE/EIS-0226, Phase 1 DP, and all applicable regulatory requirements.



The scope of this contract generally includes: contract transition (incoming and outgoing); safeguards and security; stewardship, maintenance, and operational activities necessary to maintain the site; waste management, storage, and disposal; soils excavation and remediation; facility deactivation and demolition; programmatic support activities to safely and compliantly execute the scope; and support for other DOE contractors as currently authorized under the existing regulatory framework at the WVDP. Specifically, this includes the WVDP contractor groups providing support services including, but not limited to, soil, sediment and groundwater characterization, environmental monitoring, and associated regulatory documentation supporting decommissioning activities at the WVDP site to support DOE in satisfying regulatory requirements in the WVDP Act of 1980 and the Cooperative Agreement between USDOE and NYSERDA and Supplemental Agreements to the Cooperative Agreement.

The Contractor is responsible for the performance of the entire scope under the Contract including defining the specific methods, innovations, regulatory approvals, and approaches for accomplishing all work performed and managing, integrating, and executing work described in this PWS. The DOE's goal is to optimize the scope, cost, and schedule associated with performance of all work, and minimize risk to the government.

The Contractor shall support DOE in coordination with the regulators to implement the current regulatory approach. The DOE encourages the development of innovative strategies for the regulatory framework by the Contractor. The Contractor shall not assume that each innovation will result in a change to the regulatory approach. Proposed changes to the regulatory approach will require the Contractor to consult and gain approval of DOE in advance of any proposed change. Following consultation with DOE, the Contractor is responsible for supporting regulatory coordination efforts with the regulators on the proposed changes to include preparing and submitting all regulatory and supporting documentation. In addition, DOE will perform the following:

Coordinate with the regulators to reach agreement on Contractor-prepared regulatory and supporting documentation;

Operate as a co-operator in coordination with the regulators to reach agreement on innovations that require changes to the regulatory approach;

Review, approve, and/or certify as required all regulatory and supporting documentation; and

Prepare any additional National Environmental Policy Act (NEPA) analyses and/or documentation that may be required (with Contractor support, see Section C.2.2.1).

The Contractor shall ensure that its technical approach and execution of the work comply with all current applicable laws, regulations, and DOE directives as identified in Section J, Attachment J-2, *Requirements Sources and Implementing Documents*. The list of laws and

regulations is not comprehensive. Omission of any applicable law or regulation from Attachment J-2 does not affect the obligation of the Contractor to comply with such law or regulation. Consequently, the Contractor shall ensure a comprehensive list is accounted for in a proposal (e.g., Applicable and Relevant and/or Appropriate Regulations or ARARs).

The Government will conduct audits and surveillances of all aspects of the terms of this Contract to ensure compliance with the terms of this PWS. The results of all audits and surveillances will be resolved with the Contractor. DOE reserves the right to stop work in accordance with the Section H Clause, entitled *Work Stoppage and Shutdown Authorization*.

Accelerated cleanup (i.e., accomplishing cleanup safer, faster and more efficiently than planned) is a cooperative undertaking that requires the Contractor and the Government to seek innovative approaches to achieve the End States. This approach will require both DOE and the Contractor to create an organizational culture to facilitate this change toward working cooperatively to ensure mutual understanding of the technical approach and strategy that will lead to successful achievement of the End States to be completed under this Contract. Streamlining the process, challenging requirements, and identifying efficiencies and performance improvements are critical to accomplishing accelerated cleanup. The Contractor, throughout the Contract ordering period, shall seek to identify requirements and processes that impede progress and recommend efficiencies and performance improvements that improve safety, reduce the actual cost, and/or improve the schedule for the work.

The Contractor and the Government will establish a Partnering Agreement (see Section H Clause entitled, *Partnering*) The desired outcome is to partner with DOE to establish a common vision with supporting goals and objectives, evaluate end state options, and perform good faith negotiation to award task order(s) by the end of the Implementation Period. The Contractor shall submit Task Order proposal(s) as directed by the CO and specified in the Request for Task Order Proposal (RTP) (Section H, clause entitled *Task Ordering Procedure*). The Contractor, in partnership with DOE, will use its best efforts to further the acceleration of cleanup activities and reduce DOE's long-term liability.

## **General Requirements**

### **Scope Summary**

The scope of this Contract includes the following:

- **Transition:** Includes activities for the incoming transition from the WVDP Phase 1 Decommissioning contract to the WVDP Phase 1B contract and outgoing transition. Additionally, Section C.1 Transition includes development of Deactivation and Demolition (D&D) planning documents to support field activities during the Task Order 2, Implementation Period.
- **Core Functions:** Includes activities associated with Environment, Safety, Health and Quality Assurance Program (ESH&QA), Nuclear Safety, Emergency Management,

Property Management, DOE Support, and core business functions integral to conducting base operations and remedial work scope. Section C.2 contains the current Core Functions configuration of work to be performed to maintain program and project management functions.

- **Safe and Compliant Base Operations:** Includes day-to-day management and operation of nuclear, industrial facilities and waste sites (including pipelines) to maintain safe and compliant configuration; maintain specified facilities in an operational capacity; perform surveillance and maintenance (S&M) activities; and provide general operations for waste processing, storage, packing, and disposal services. The operational and surplus facilities must be maintained in a safe and compliant configuration and are listed in Exhibit C-1, *Facility Description and Status*.

Safe and compliant base operations include upkeep, repair, or replacement of equipment, instruments, and systems needed to maintain or preserve the facility's operating functions in a safe and compliant condition. Replacement includes replacing obsolete or unrepairable equipment, instruments, and systems with those that perform the same or similar functions, as needed. Operational refers to the capabilities used to deliver a service under the Contract and includes all staff, equipment, and facilities necessary to maintain a service capability, but does not advance the WVDP Site cleanup mission.

Sections C.3, C.4, C.5, and C.6 contain the current Safe and Compliant Base Operations configuration of work to be performed to maintain safe and compliant base operations.

The Contractor shall, throughout the duration of the Contract, continuously work to optimize the scope, cost, and schedule associated with performance of Safe and Compliant Base Operations work while ensuring this work is being performed in a safe, compliant, energy efficient, and cost-effective manner.

- **Facility D&D, Soil Removal, and Waste Management:** Performance of D&D and soil removal activities including waste management activities to store, package, and ship and dispose of waste offsite.
- **Waste Management and Nuclear Materials Disposition:** Includes activities to retrieve, treat, store, transport and dispose of waste offsite. WVDP-~~transuranic~~-Transuranic (TRU)<sup>1</sup> waste may be stored, on an interim basis on the WVDP site or disposed of offsite

---

<sup>1</sup> Transuranic waste is radioactive waste containing more than 100 nanocuries (3700 becquerels) of alpha-emitting transuranic isotopes per gram of waste, with half-lives greater than 20 years.

WVDP-TRU waste is from a commercial reprocessing operation, and may be referred to as Greater than Class C-like (GTCC) ~~or-like~~ waste.

The term GTCC-like ~~waste~~, throughout, is defined in the EIS-0375: Final Environmental Impact Statement (Volume I, Chapters 1-8); 2016; "As used in this EIS, GTCC-like waste refers to radioactive waste that is owned or generated by the U.S. Department of Energy (DOE) and has characteristics similar to those of GTCC low-level radioactive waste (LLRW) such that a common disposal approach may be appropriate. GTCC-like waste consists of LLRW and non-defense-generated transuranic waste that has no identified path for disposal. The term is not intended to, and does not, create a new DOE classification of radioactive waste."

To maintain clarity, ~~this~~ Section C will retain articulate WVDP-TRU ~~waste~~(GTCC-like) which would include the definitions above as ~~the nomenclature~~ well as WVDP mixed transuranic (MTRU) that is also GTCC-like.

~~pending once a disposition pathway. The disposal facility can accept. The process includes initiating characterization to be able to certify the process of characterizing and certifying~~ WVDP--TRU (GTCC-like) waste once a facility has been selected for disposal/disposition. Also included ~~is~~are the operations and maintenance of waste processing and treatment facilities to support D&D and soil removal activities.

The following additional general requirements are applicable:

- Requirement to maintain the facility DSA, TSR, Fire Hazards Analysis, Emergency Planning Hazards Assessment documents, or other documents that are part of the approved safety basis;
- Maintain all environmental permits and provide input as required to other site-specific permits; and
- Complete disposition activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each facility and/or waste site. All final remedial actions and other disposition actions shall be completed and documented, as required.

The following additional general requirements are also applicable in implementing WVDP scope:

- The deliverables associated with the PWS, as well as other sections of this Contract, are listed in Section J, Attachment J-4, *Contract Deliverables*. Not all deliverables included in Section J, Attachment J-4, *Contract Deliverables* are specifically referenced in the PWS. Additionally, the deliverables list is not all-inclusive and does not include situational deliverables and all deliverables for all applicable DOE Orders and other requirements. The Contractor shall provide the personnel, materials, supplies, and services necessary to perform the PWS and its deliverables or as directed by the DOE Contracting Officer (CO);
- The Contractor shall submit an update to the Graded Approach for Implementation of Contract Requirements Plan for DOE approval upon issuance of any task orders (see Section J, Attachment J-4, *Contract Deliverables*); and
- The Contractor has responsibility to provide and maintain in good working order the WVDP Site infrastructure such as communications, electrical, water, sewer, fire, security protection services, and other WVDP site integration services.

## C.1 CONTRACT TRANSITION

### C.1.1 Incoming Transition

During the transition period, the Contractor shall perform those activities that are necessary to transition work being performed under the current WVDP Phase 1 contract in a manner that: (1) ensures that all work for which the Contractor is responsible under the Contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and

accountability from the WVDP incumbent contractor; (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner; and (4) interfaces and coordinates with DOE and other site contractors in regard to shared transition elements. Workforce and benefits transition shall be managed in accordance with the requirements of applicable Section H Contractor Human Resource Management (CHRM) clauses.

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) for transition and shall ensure all necessary personnel, including the required key personnel (Program Manager and Decontamination & Decommissioning Manager), are available during the transition period, unless specifically directed otherwise by the CO.

All key personnel shall be assigned full-time to their respective positions and shall meet the requirements detailed in the Section H Clause entitled, DOE-H-2070 *Key Personnel – Alternate I*. The desired outcome is the readiness to assume full responsibility for WVDP facilities and activities for execution of subsequent Task Orders upon CO direction.

As authorized by Task Order 1, the Contractor shall perform the activities necessary to declare readiness to assume responsibility for the:

- Facilities, activities, and in-process work documented in Task Order 2,
- Incumbent contractor's subcontracted work as deemed necessary,
- Workforce in accordance with the requirements of the Contractor Human Resources Management clauses in Section H of this Contract, and
- Coordinate to develop needed service interface agreement(s).

Within 15 days after Task Order 1 effective date, the Contractor shall submit a transition plan for DOE approval that provides a description of all necessary transition activities, a list of the organizations involved, and a transition schedule, including key milestones. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the transition period (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall prepare and submit a Task Order Proposal for Task Order 2 - Implementation Period (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*).

The list below includes the major elements necessary for contract transition, but does not include all transition requirements. The following items shall be addressed in the transition plan:

- (a) **Public Release Statement:** Within 72 hours following the effective date of the Contract Transition Task Order, the Contractor shall release on its own website a brief executive summary of its offer including the following elements:
- (1) Name of Contractor including the identification of teaming partners and subcontractors, and a description of the experience that each party brings to the project,
  - (2) Summary/description of Contractor's management approach,
  - (3) Organizational structure and identification of key personnel,
  - (4) Contractor performance commitments,
  - (5) Brief overview of Contractor's work on similar projects,
  - (6) Commitments to the community, and

- (7) Commitments to small business subcontracting (if applicable).
- (b) **Implementation of Contractor Human Resource Management Requirements:** The Contractor's workforce and benefits transition plans shall include a description of the Contractor's implementation of human resource management consistent with the Contractor Human Resource Management clauses in Section H (H.2 through H.13).
- (c) **Inter-contractor Ordering and Financial Agreements:** The Contractor shall develop the inter-contractor ordering and financial agreements necessary to support transition and Contract performance, and will be responsible for the costs incurred under these agreements.
- (d) **Programs and Procedures:** To ensure continuity of operations, the Contractor may adopt, as applicable, the incumbent contractors' programs and procedures at the effective date of the Contract Transition Task Order (e.g., Safety Analysis Reports (SAR), TSR, operating procedures, etc.), provided the Contractor has formally reviewed the programs and procedures to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise those programs and procedures it deems necessary, provided the programs and procedures remain in compliance with DOE requirements, and shall maintain its plans, procedures, programs, etc. in accordance with this PWS. The Contractor shall partner with DOE, in order to address new and legacy opportunities for improvement and DOE comments on programmatic documents (particularly older documents that have become ~~out-dated~~outdated and/or inconsistent with operations) in a phased approach to support a successful Contract Transition and Implementation Period (Task Order 2). Any Programs and Procedures that are adopted shall be updated to the new Contractor's organization and to fully address DOE comments within the first year of the effective date of the Contract (end of Task Order 2).
- (e) **Performance Measurement Baseline (PMB):** The Contractor shall submit an initial PMB in accordance with Section C.2.9, sub-section, Master Contract Performance Baseline (Master CPB), and Task Order 1, Section J, Attachment J-4, *Contract Deliverables*.
- (f) **Status Reports – Transition Activities:** The Contractor shall provide a weekly Transition Status Report of transition activities to DOE (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall establish routine status meetings with DOE and affected contractors to review transition activities and issues.
- (g) **Government-owned Property:** All real and personal property currently accountable to the incumbent WVDP contractor will be provided to the Contractor. During the transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and the incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements shall be implemented:
- (1) The Contractor shall perform a joint comprehensive physical inventory with the incumbent contractor of all accountable high-risk and sensitive property, as defined in Code of Federal Regulations (CFR) Title 41, Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property at the end of transition;

- (2) At the end of transition, the Contractor shall accept transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records on an as-is, where-is basis, or shall perform a wall-to-wall inventory within the transition period of the Contract. At the discretion of the Contractor, a review of existing inventory records may be performed during transition. Any discrepancies with the existing inventory records shall be reported to the CO. If the physical inventory is not accomplished within the allotted time frame, the previous contractor's records will become the inventory baseline;
- (3) Once the Standard Form 122, *Transfer Order – Excess Personal Property*, is completed and approved by the CO/Organizational Property Management Officer, the Contractor shall assume responsibility and liability for subsequent losses and damages.
- (h) **DOE Safeguards and Security (S&S) Survey:** During the transition period (within 90 days) and prior to assuming control (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*), the Contractor shall be subject to a DOE Safeguards and Security (S&S) initial survey conducted for activities under the scope of this Contract. The Contractor shall appoint within 30 days of Task Order 1 effective date, a WVDP, Facility Security Officer (FSO) (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). The WVDP FSO (not corporate FSO) will be listed on the DOE F 470.1, Contract Security Classification Specification (CSCS) as the FSO after the transition period has concluded. The Contractor shall submit the initial CSCS and initial Facility Data and Approval Record (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*).
- (i) **Legal Management Transition:** The Contractor shall ensure all legal management activities are addressed pursuant to the Section H Clause entitled, *Legal Management*, and 10 CFR Part 719.
- (j) **Communication of Contractor's Approach:** The Contractor shall communicate its approach and commitments for accomplishing the scope of the Contract to workers, federal staff, stakeholders, and other interested entities during the transition period.
- (k) **Graded Approach:** The Contractor shall submit a *Graded Approach for Implementation of Contract Requirements Plan* for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the site mission (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). The plan shall include a review and recommendations of changes to the current site standards and implementing procedures for the elimination of requirements and/or streamlining of processes. The Contractor shall interface with the other site contractors on proposed changes, as necessary.
- (l) **Task Order Proposals:** During transition, DOE will request Task Order proposals that are compliant with Federal Acquisition Regulations (FAR) Subpart 15.4. The CO will provide direction as applicable regarding these Task Orders and will establish time frames for submission of additional Task Order proposals.
- (m) **Design Authority:** The Contractor assumes Design Authority responsibilities at the conclusion of the transition period.
- (n) **Declaration of Readiness:** The Contractor shall submit a *Declaration of Readiness to*

*Execute the Contract* to the CO prior to the end of transition, which indicates the Contractor's readiness to assume responsibility for execution of the Contract upon CO direction (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall also identify any post-transition activities that are required to be completed (e.g., notifications to outside agencies of transfer of co-operator responsibilities, completion of procedure updates).

### **C.1.2 Incoming Transition – Planning Support**

During the transition period, the Contractor shall prepare and submit for DOE review and approval various integrated planning evaluations and design documents (consistent with industry standards and applicable elements of *DOE Standard Review Plan: Lines of Inquiry for Design and Engineering Review of DOE Nuclear Facilities*) to support Phase 1B D&D fieldwork execution ~~during the follow-on implementation period (Task Order 2)~~. These activities include the following (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*):

#### **C.1.2.1 Fire Suppression System Design**

Evaluate the existing Fire Suppression System (Fire Loop and Tank System) for reconfiguration and/or replacement to accommodate future D&D and remedial action and to maintain fire water protection to remaining facilities. Submit Consistent and integrated with the Waste Management Area (WMA) 1 Conceptual Remedial Action Design deliverable (C.1.2.3), the Contractor shall submit for DOE approval ~~construction design documents~~ a Fire Suppression System Reconfiguration Alternatives Analysis (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). Additionally, the Contractor shall submit for DOE approval a Fire Suppression System Reconfiguration 30% Design (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*) for fire water system reconfiguration ~~consistent with intended for design completion (with future 60% and 90% design submittals) and implementation anticipated during Implementation Period~~ subsequent Task Order Orders (See Section C.4.6.2). The Fire Suppression System Reconfiguration 30% Design deliverable shall include: a project summary with recommended schedule; alternatives analysis summary; system requirements description; and conceptual design drawings package with index, design site plan, piping and instrumentation legend, piping and instrumentation diagram, general arrangement layout, and electrical one-line diagram.

#### **C.1.2.2 Fuel Receiving and Storage Facility Demolition Plan**

Evaluate Consistent and integrated with the WMA 1 Conceptual Remedial Action Design, the Contractor shall evaluate the Fuel Receiving and Storage (FRS) structure (metal building) and develop ~~demolition design plan~~ a Conceptual Demolition Design Plan (30% package) for demolition of the facility and submit for DOE approval (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). The FRS Conceptual Demolition Design Plan shall include: scope and objectives; demolition approach for the facility; pre-mobilization activities; site preparation activities; waste handling and loading; post-demolition activities; management approach; recommended project delivery strategy and schedule; and preliminary sketches and layouts.



### C.1.2.3 Waste Management Area 1 Remedial Action Design

~~Develop design~~The Contractor shall develop a Conceptual Remedial Action Design for the ~~Waste Management Area (WMA)~~ 1 demolition of subsurface structures and soils excavation and submit for DOE approval (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*). ~~The design documents shall include a contaminated soils data-gap analysis to support the final WMA 1 design that accounts for~~The deliverable shall describe the Contractor's decommissioning approach for all facilities and soils of WMA1 and progress beyond the WVDP Phase 1 DP conceptualizations. The WMA 1 Conceptual Remedial Action Design is intended to frame the final design package anticipated for completion during the Implementation Period Task Order. The deliverable shall include the demolition and excavation approach for WMA 1; recommended project delivery strategy and scheduling; conceptual sketches and layouts; anticipated remediation; and waste handling processes. The deliverable shall include a contaminated soils data-gap identification evaluation that shall account for surface and subsurface complexities, such as building foundations, utilities, and the soil source term for the Sr-90 plume. The Contractor shall ~~include~~use the Phase 1 Characterization Sampling and Analysis Plan for the West Valley Demonstration Project (Revision 1, June 2011) (included in the solicitation reference library) as a basis to propose a preliminary data-gap closure plan to optimally delineate impacted soils to support final WMA 1 remedial designs. The ~~design document~~ shall be inclusive of all facilities and areas identified in Section C.9.1 and its subsections. ~~The design will be advanced upon completion of the data-gap closure plan during the Implementation Period Task Order.~~

### C.1.3 Outgoing Transition and Closeout

The desired outcome is a seamless transition of full responsibility for WVDP facilities and activities to a successor contractor.

As authorized by Task Order, the Contractor shall perform those activities necessary to transition the work under this Contract to a successor contractor upon contract expiration, which includes:

- (a) Cooperate with the incoming contractor to ensure all work for which the Contractor is responsible under the Contract continues without disruption in an efficient, effective, and safe manner; and
- (b) Provide for an orderly transfer of resources, responsibilities, and accountability from the Contractor.

The Contractor shall provide a plan for closeout activities at least 60 days prior to Contract expiration or when directed by the CO. The Contractor shall also cooperate with and support the successor contractor's phase-in plan.

## C.2 CORE FUNCTIONS

The following sections define the programs that the Contractor shall establish to perform the WVDP Phase 1B Contract mission safely and effectively. The requirements and associated implementing instructions established under these programs shall be applied to all work within

the PWS. The desired outcome is the efficient performance of general program infrastructure and support activities necessary for the execution of the Contract, as authorized by Task Order.

### C.2.1 Integrated Safety Management System (ISMS)

The Contractor shall establish and maintain a single ISMS program as required by 48 *CFR* 970.5223-1, Integration of Environment, Safety and Health into Work Planning and Execution. The ISMS program shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontracts as appropriate) and shall extend through the execution of individual work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for work at the site. The Contractor shall ensure workers are involved in work planning and integrate the concepts of continuous improvement into work activities.

The Contractor shall:

- Develop and implement an ISMS that complies with the Section I Clause, DEAR 970.5223-1, entitled *Integration of Environment, Safety, and Health into Work Planning and Execution*. The Contractor shall submit its ISMS Description for DOE approval (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*).
- Submit for DOE approval its DEAR 970.5223-1 Performance Objectives, Measures, and Commitments (see Task Order 1, Section J, Attachment J-4, *Contract Deliverables*).
- ~~Conduct and submit for DOE approval its annual ISMS effectiveness review (see Section J, Attachment J-4, *Contract Deliverables*).~~

A comprehensive Environmental Management System (EMS) based upon the International Organization for Standardization (ISO) 14001 EMS standard shall be integrated into the ISMS. The EMS shall include measures to address federal sustainability requirements in compliance with DOE Order 436.1, *Departmental Sustainability*, other applicable DOE Orders, and the DOE Strategic Sustainability Performance Plan. In accordance with DOE Order 436.1, the Contractor shall develop, submit ~~for~~ DOE approval, and implement a Site Sustainability ~~Plans~~Plan (SSP) and an Environmental Management System (EMS). ~~These plans~~The plan shall include recycling and pollution prevention (see Section J, Attachment J-4, *Contract Deliverables*).

### C.2.2 Environment, Safety, Health and Quality Assurance Program

The Contractor shall implement and maintain an Environment, Safety, Health and Quality Assurance Program. The Contractor shall conduct all activities in accordance with applicable laws, regulations, agreements, and the Directives listed in the Contract and/or its attachments. The Contractor's ESH&QA program shall be operated as an integral, but visible, part of how the Contractor conducts business. Described below are several (but not all-inclusive) major ESH&QA related programs.

### **C.2.2.1 Environmental Management**

The Contractor shall implement and maintain an Environment Program and conduct all activities in accordance with the DOE/EIS-0226, the Phase 1 Decommissioning Plan, the ROD, applicable laws, regulations, agreements, and the Directives listed in the contract and/or its attachments.

#### Environmental Compliance and Permitting

The Contractor's environmental compliance and permitting program shall include but is not limited to: environmental monitoring program; ground water monitoring program; waste minimization/pollution prevention program; hazardous materials transportation program; and emergency response/spill prevention and response program. The Contractor shall implement executive orders, directives, environmental regulations, environmental management policy directives and applicable procedures as listed in Section J, Attachment J-2, and as required by the following: Resource Conservation and Recovery Act (RCRA); Clean Water Act; Clean Air Act; Comprehensive Environmental Response, Compensation and Liability Act; NEPA; Toxic Substances Control Act (TSCA); and Safe Drinking Water Act as applicable to site activities. Furthermore, the Contractor shall comply with the National Emissions Standards for Hazardous Air Pollutant (NESHAP), State Pollutant Discharge Elimination System (SPDES), Potable Water, Wetlands, Asbestos, EMS, Fish and Wildlife, Storage Tank, Superfund Amendment and Reauthorization Act, and Federal Facilities Compliance Act (FFCA) requirements.

- The Contractor shall, as required, execute, maintain, modify, and revise all regulatory documents, including the provision of proposed transmittal letters, requested by/through DOE. Further, the Contractor shall maintain regulatory documents consistent with site conditions. At a minimum, regulatory documents shall be updated on a bi-annual basis. Regulatory documents include, but are not limited to regulatory correspondence, permits, licenses and certificates, and includes documents listed in Section J, Attachment J-2. All regulatory and related activities relative to the contract shall be coordinated with and approved by DOE under this paragraph, regardless of where they may appear in the Contract.
- The Contractor shall develop and prepare all regulatory documents necessary for all WVDP disposition activities required under the existing regulatory framework and/or as directed by the CO (see multiple applicable Section J, Attachment J-4, *Contract Deliverables*). These activities shall be coordinated with DOE as specified in the paragraph above.
- The Contractor shall provide support for all ongoing NEPA activities relative to the WVDP including, but not limited, to the provision of data, analysis of data whether or not such data was generated under the current contract, and interpretation of data and data analysis including relevant historical data.
- The Contractor shall comply with all applicable requirements of Section 3008(h) Administrative Order on Consent, 6 NYCRR 373-2, 6 NYCRR 373-3, and the RCRA Part A/Part B application with regard to the disposition of all facilities under the Contract. The Contractor shall support and maintain the existing Part A permit, as well as efforts related to a RCRA Part B permit application process, including the preparation and/or revision of

documentation. If a Part B permit is acquired from New York State Department of Environmental Conservation (NYSDEC), then the Contractor will fully comply with all of the requirements and conditions of the Part B permit, along with its maintenance, modifications, and revisions in accordance with the first paragraph above.

- The Contractor shall develop and maintain an environmental monitoring, analysis, and assessment program in accordance with Contract requirements. The environmental monitoring program shall provide for effluent monitoring; environmental surveillance to measure both radiological and non-radiological constituents; and monitoring for erosion in areas that have the potential to impact project or WNYNSC facilities, whether or not those areas are located on or off the Project Premises or WNYNSC. Monitoring and surveillance includes both the continuous recording of data and the collecting of soil, sediment, water, air, and other samples at specific times. Evaluation and analysis of such data will be performed as requested in accordance with the first paragraph above. Further, the Contractor will be required to install additional or modify existing monitoring locations as required or requested by DOE. The Contractor shall also conduct other monitoring, sampling or inspection work as required by existing or future agreements between DOE and regulatory agencies (e.g., periodic underground line inspection).
- The Contractor shall institute a “Regulator Contact Reporting System” (or alike system) to ensure any and all interactions/communications with federal, state, tribal, or regional/local regulators are documented and results articulated to the DOE.
- The Contractor shall operate and maintain an accurate and readily accessible Laboratory Information Management System (LIMS) for management and evaluation of all environmental and analytical laboratory sample data. The existing LIMS was upgraded through 2023 and considered compliant with DOE standards.
- The Contractor shall assume responsibility for operating and advancing the incumbent Geographic Information System (GIS) and associated databases (and/or geodatabases). The Contractor shall optimize the site GIS through integrating the environmental data management system (environmental media samples and results), site feature datasets (e.g., buildings, utilities, slabs, roads, etc.), physical site datasets (e.g., topography, geologic boundaries, subsurface features, drainage, etc.), and radiological data (e.g., gamma walk-over surveys) into a comprehensive GIS architecture that supports data viewing, remedial decision making, and environmental permits reporting. The system will be Esri-product based and integrate the preferred data systems of the Contractor.
- Relative to activities performed in accordance with this Contract, the Contractor shall comply with the SPDES permit for the WVDP and any/all subsequent modifications including requirements to conduct a Mercury Study, as well as comply with the key regulatory and permit provisions outlined in 40 CFR Part 125.
- The Contractor shall provide support for all regulatory inspections including, but not limited to, making all requisite arrangements for inspection visits, accompanying regulators while on the Project Premises, conducting briefings, responding to comments, and completing

necessary follow-up actions. ~~The aforementioned~~This paragraph also applies to visits by the Seneca Nation of Indians.

- Management of soil disturbed during onsite activities must be consistent with QP-450-01 Management of Environmental Media – Phase 1 Decommissioning of the West Valley Demonstration Project, the Phase 1 DP, the U.S. Nuclear Regulatory Commission Technical Evaluation Report, the Phase 1 Characterization Sampling and Analysis Plan (CSAP, 2011), and the Final Status Survey Plan (FSSP, 2011), as applicable to the PWS.

### **C.2.2.2 Worker Safety and Health**

The Contractor shall develop and submit to DOE for approval a written Worker Safety and Health Program (WSHP) compliant with requirements appearing in 10 CFR 851 (see Section J, Attachment J-4, *Contract Deliverables*). This approved WSHP shall be implemented and maintained by the Contractor. In addition, whenever a significant change or addition to the program is made an updated WSHP must be submitted to DOE for review and approval.

Annually, the Contractor shall submit either an updated WSHP to DOE for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program (see Section J, Attachment J-4, *Contract Deliverables*).

### **C.2.2.3 Safety Culture**

The Contractor shall promote a strong safety culture which encourages safe performance of work and involvement of workers in all aspects of work performance and promotes core values that should be deeply, strongly, and consistently held by managers and workers. Contractor organizations shall foster that culture through proscribed contract actions designed to establish leadership commitment and behaviors consistent with those values; promoting a safety conscious work environment in which employees are encouraged to freely raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

(1) Adopt and continuously improve Organizational Culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program (ECP); the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

(2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.

(3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.

(4) Champion programs which encourage a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

(5) Champion programs which encourage and emphasize the following safety culture attributes as described in DOE G 450.4-1C ISMS Guide, Attachment 10, “Safety Culture Focus Areas and Associated Attributes.”

(i) Leadership

- (A) Demonstrated safety leadership
- (B) Risk-informed, conservative decision making
- (C) Management engagement and time in the field
- (D) Staff recruitment, selection, retention, and development
- (E) Open communication and fostering an environment free from retribution
- (F) Clear expectation and accountability

(ii) Employee/Worker Engagement

- (A) Personal commitment to everyone’s safety
- (B) Teamwork and mutual respect
- (C) Participation in work planning and improvement
- (D) Mindfulness of hazards and controls

(iii) Organizational Learning

- (A) Credibility, trust, and reporting errors and problems
- (B) Effective resolution of reported problems
- (C) Performance monitoring through multiple means

(D) Use of operations experience

(E) Questioning attitude

#### **C.2.2.4 Quality Assurance**

The Contractor shall develop, implement, assess, and continuously improve an effective Quality Assurance Program (QAP) using a graded approach for DOE approval in compliance with 10 CFR 830 Subpart A and DOE Order 414.1, *Quality Assurance*. The Contractor shall perform work on site in accordance with applicable quality assurance requirements. Quality assurance requirements are stipulated in the Section E and Section J, Attachment J-2, Requirements Sources and Implementing Documents.

Contractors shall develop and submit for DOE approval a QAP (see Section J, Attachment J-4, *Contract Deliverables*). Development of a new QAP or modification of the existing version of a QAP from a prior contractor, does not alter a contractor's legal obligation to comply with 10 CFR 830, other regulations affecting quality assurance (QA) and DOE Order 414.1. For HLW items and activities, the Contractor shall establish and maintain an effective HLW QAP in compliance with DOE/RW-0333P, DOE/RW-0351, and the DOE/EM-0093.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP (see Section J, Attachment J-4, *Contract Deliverables*). The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the Contractor.

The Contractor shall develop and implement a comprehensive Issues Management System (IMS) for the identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the Contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of effectiveness reviews if required based on the seriousness of the issue.

#### **Quality Assurance Records**

The Contractor shall ensure records classified as Quality Assurance records under American National Standards Institute (ANSI)/ASME NQA-1 (Requirement 17), if applicable, are categorized appropriately and managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B, and are traceable to the applicable item, activity, or facility.

#### **C.2.2.5 Waste Management**

The Contractor shall provide safe, compliant, and cost-effective management, storage, treatment, transport, and/or disposal of waste (i.e., sanitary and industrial waste, Low-Level Waste (LLW), Mixed Low-Level Waste (MLLW), RCRA waste, TSCA waste, and WVDP-TRU (GTCC-like) waste) and materials that may be contaminated with radiological and/or hazardous constituents

as a result of past operations, as well as newly generated waste. The Contractor, to the extent necessary to comply with regulatory and DOE requirements, shall operate and maintain a compliant Waste Management Program in accordance with DOE Order 435.1 and DOE Manual 435.1-1, *Radioactive Waste Management Manual*. The Contractor shall submit a Waste Management Program Plan, (see Section J, Attachment J-4, *Contract Deliverables*). The Waste Management Plan should reflect an integrated overarching approach to waste management that minimizes generation, maximizes recycling and reuse, and moves the site toward elimination of waste processing and storage as early as possible.

Waste is considered disposed of when it has been shipped to and accepted for final disposition at a properly licensed and permitted disposal site. The Contractor shall avoid generating waste from any operations within this PWS with no pathway for disposal. The Contractor shall take all reasonable actions to minimize waste generation and to preclude the generation of ~~TRU, Mixed TRU (MTRU) and WVDP TRU WVDP-TRU (GTCC-like)~~ wastes from any operations within the PWS. The Contractor shall obtain DOE approval prior to generation of ~~TRU, MTRU or WVDP--TRU (GTCC-like)~~ waste. The Contractor shall assist DOE in evaluating obtaining disposal-site alternatives (e.g., cost/benefit analyses, NEPA documentation), especially for ~~WVDP-TRU, MTRU, (GTCC and WVDP TRU-like)~~ waste.

The Contractor shall coordinate with disposal facilities to ensure their data needs and requirements for waste acceptance are met. All waste management activities shall meet the appropriate waste acceptance criteria with certification, as appropriate, for approved waste disposition/disposal options. The Contractor, in compliance with DOE M 435.1-1 requirements, shall prepare exemption requests for use of non-DOE treatment, storage, and disposal facilities, which includes lifecycle cost analysis for disposition (non-DOE treatment, storage, or disposal) options considered. The Contractor has access to the national IDIQ disposal and Basic Ordering Agreement treatment contracts (i.e., DOE LL/ MLLW Disposal Services IDIQ Contracts and DOE LL/ MLLW Treatment Services Basic Ordering Agreements) as needed for the execution of waste management activities.

The Contractor shall develop and submit for DOE approval appropriate transportation plans, including transportation security plans, for various waste types, obtain appropriate transport permits, and coordinate with DOE transport managers (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall manage all waste storage, treatment, and disposition activities in compliance with DOE Order 435.1, RCRA, TSCA, and other applicable state or Federal requirements. The Contractor shall employ the EWTS system to track waste disposals in a manner compliant with DOE M 435.1 characterization information requirements. The Contractor shall ensure operation of storage and treatment areas or facilities, and comply with all permits, orders, and regulatory requirements. The Contractor shall, to the extent possible, minimize the facilities used for waste storage and waste/materials in storage.

The Contractor shall establish an accounting system and baseline such that Waste Management and Operations costs (fully burdened) are distributed to the projects generating the wastes and



utilizing these services. Legacy waste management activities are addressed in Section C.7 Legacy Waste Disposition. Of note, the disposal pathway for the stored canisters of vitrified HLW is intended as a Phase 2 decommissioning activity and will be addressed in Section C.10.

### **C.2.2.6 Contractor Assurance System**

The Contractor shall establish a Contractor Assurance System (CAS) that includes: 1) assignment of management responsibilities and accountabilities; 2) provides evidence to assure both DOE and the Contractor's management that work is being performed safely, securely, and in compliance with all requirements; 3) risks are being identified and managed; and 4) the systems of control are effective and efficient in accordance with DOE Order 226.1, *Implementation of Department of Energy Oversight Policy*. The Contractor shall submit its CAS Description for DOE approval (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall also submit an annual review of its CAS (see Section J, Attachment J-4, *Contract Deliverables*).

### **C.2.3 Emergency Management and Fire Protection**

The Contractor shall establish and maintain an effective Emergency Management Program approved by DOE in compliance with DOE Order 151.1, *Comprehensive Emergency Management System* and other relevant directives and standards. The Contractor shall develop and submit for DOE approval, its plan documenting the Emergency Management Program elements, and implement and maintain the approved program. The Contractor shall ensure that the Emergency Management Program provides the direction and approach to minimize the impact of an emergency upon the health and safety of workers, the public and the environment and to limit loss or damage to the facilities and plant equipment, as appropriate.

The Contractor shall provide and manage the Fire Protection Program for WVDP, that complies with DOE Order 420.1, Facility Safety, National Fire Protection Association (NFPA), and other applicable industry codes and standards (see Section J, Attachment J-4, *Contract Deliverables*). The Fire Protection Program shall include fire protection system inspections for all systems, testing of all systems, maintenance on fire suppression systems, fire protection system impairment strategy and reporting process, all fire investigations, and fire and comprehensive emergency response. The Contractor shall perform inspection, recharging, testing, and replacement of fire extinguishers, as required. The Contractor shall report any fire impairments that exceed 90 days from discovery and any that exceed 180 days must include compensatory measures and corrective actions with a completion schedule.

The Contractor shall be responsible for developing, implementing, and maintaining compliance with all programmatic documents and plans (per DOE Order 420.1), including, but not limited to Fire Protection Program (and updates), Fire Protection Manuals, (pre-fire) Plans, Fire Hazard Analyses and/or Facility Fire Assessments, Transitional Fire Hazards Analysis, Baseline Needs Assessment(s), and Wildland Fire Management Plan(s) (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall submit a Baseline Needs Assessment which includes details regarding Contractor emergency response capabilities including mission responsibilities,

personnel, apparatus, equipment, facilities, programs, incident reporting, etc. (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall request the designation of an individual responsible for interpreting the requirements of the NFPA code(s) and National Electric Code (NEC) or other applicable standards. The Contractor Authority Having Jurisdiction (AHJ) does not have decision-making authority for DOE facilities and operations, unless approved, specifically in writing from the Field Element Office. The Contractor AHJ in both Fire Protection and Electrical Protection shall be competent in each of their respective fields.C.2.4

#### Continuity Program

The Contractor shall develop and submit for DOE approval, implement, and update, as necessary, a Site Wide Continuity of Operations (COOP) Program per DOE Order 150.1, *Continuity Programs* (see Section J, Attachment J-4, *Contract Deliverables*). The COOP program is designed to assist the DOE in continuing to accomplish Departmental mission essential functions (MEFs), primary mission essential functions (PMEFs), essential supporting activities (ESAs), and address preparedness and response to current (COV-SARS-2/COVID-19) or potential epidemic and pandemic events.

#### C.2.5 Radiation Safety

The Contractor shall develop and maintain a Radiation Protection Program approved by the DOE in compliance with 10 CFR 835 and other relevant directives and standards (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall ensure that radiation exposures to its workers and the public, and releases of radioactivity to the environment are maintained below regulatory limits and deliberate efforts are taken to further reduce exposures and releases as low as reasonably achievable (ALARA).

Also, see Section C.2.17.3 *Dosimetry and Radiobioassay Program at the DOE EMCBC – New York Project Office* for dosimetry support services provided and interfaces supporting the dosimetry program.

#### C.2.6 Nuclear Safety

The Contractor shall establish and maintain a nuclear safety program in compliance with 10 CFR 830, Subpart B, and relevant directives. The Contractor shall submit for DOE approval and maintain the program elements (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall ensure that all nuclear facilities are maintained and operated within the DOE approved safety basis.

#### C.2.7 Criticality Safety

The Contractor shall develop, submit for DOE approval, and maintain a Criticality Safety Program in compliance with DOE Order 420.1 (see Section J, Attachment J-4, *Contract Deliverables*).

### **C.2.8 Engineering**

The Contractor is responsible for determining the level of engineering support necessary for completion of the PWS. The Contractor will provide the most cost effective and efficient method for obtaining the necessary support. Engineering activities may include, but are not limited, to 1) engineering management, 2) waste management engineering, 3) facility engineering, 4) system engineering, 5) structural engineering, 6) project engineering, and 7) radiological controls and engineering.

Licensed Professional Engineers within the State of New York shall be required for all structural engineering assessments and may be needed for additional project support. The Contractor shall develop a process to delineate which products are stamped by a licensed professional engineer (and State licensing) for DOE's approval and implement as approved (see Section J, Attachment J-4, *Contract Deliverables*). All engineers shall design items and processes using sound engineering/scientific principles that integrate functional requirements, design criteria, configuration control. All engineers shall utilize appropriate consensus standards that incorporate applicable requirements and design bases in design work and design changes. Engineers shall identify and control design interfaces; verify/validate the adequacy of design products using independent individuals or groups; and verify/validate work before approval and implementation of the design. The Contractor shall maintain updated/revised engineering drawings, within a version-controlled document management system compliant with QAP requirements.

### **C.2.9 Program Support Performance Requirements**

#### **C.2.9.1 Program Management**

- (a) Successful execution of the program management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that program management practices are used in the performance of work including the development of project management plans, baselines, disciplined change control processes and service level agreements.
- (b) The Contractor shall provide all management and technical information to:
  - (1) Meet the requirements of the "Environmental Management Program Management Protocol," dated October 30, 2020, or any subsequent revisions.
  - (2) Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List), the fall limited budget update submission, budget scenario development, and budget presentations (such as public and regulatory briefings, etc.).
  - (3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS). Data for all scope authorized by Task Orders, including operations activities and capital projects, shall be uploaded into IPABS in accordance with

the “Environmental Management Program Management Protocol” document, dated October 30, 2020, or any subsequent revisions, maintained by the EM Office of Project Management.

- (4) Ensure transparency in program performance and efficiency in all PWS work scope execution.
  - (5) Support audits, evaluations, and external technical reviews.
  - (6) Support other DOE program performance assessments and information needs.
- (c) All program management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

### **C.2.9.2 Program Integration and Control and Earned Value Management**

- (a) The Contractor shall provide for DOE approval, an Earned Value Management System Description (EVMSD) that complies with the requirements of Section H Clause *Earned Value Management System*, the National Defense Industrial Association (NDIA) *Earned Value Management System Acceptance Guide* and NDIA *Earned Value Management System Intent Guide* (see Section J, Attachment J-4, *Contract Deliverables*).
- (b) The EVMSD shall describe the management processes and controls that shall be used to implement a compliant Earned Value Management System (EVMS), manage and control work, and complete Contract requirements.
- (c) The EVMSD shall include:
  - (1) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Master Contract Performance Baseline (Master CPB);
  - (2) Identification of the systems, tools and software and integration of these systems with the Work Breakdown Structure (WBS) and accounting systems and data;
  - (3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control;
  - (4) The Contractor’s Performance Baseline Change Control Process;
  - (5) The Contractor’s process for handling changes that are only impacts to costs and not identified as a schedule impact;
  - (6) The Organizational Breakdown Structure, including roles and responsibilities of each major organization and identification of key management personnel; and

- (7) A list of program and project software the Contractor proposes to use for work control.
- (d) The Contractor shall comply with the requirements of the Section H Clause, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by an independent entity.
- (e) The Contractor shall also flow down EVMS requirements in accordance with the Section H Clause, DOE-H-2024, *Earned Value Management System*.
- (f) A Task Order issued under this Master IDIQ Contract as Firm-Fixed-Price (FFP) or as a primarily level-of-effort (LOE) work scope may or may not require use of an EVMS.

### **C.2.9.3 Master Contract Performance Baseline (Master CPB)**

- (a) The Master CPB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of Task Orders issued under this Contract, informs and is integrated with other site contractors' life-cycle scope, schedule and cost baseline, as applicable, and enables safe, effective and efficient advancement and completion of the site mission.
- (b) The Master CPB shall include the following:
  - (1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
    - (i) Summation of the Task Order scopes of work;
    - (ii) Waste site and facility lists;
    - (iii) Approved interface agreements; and
    - (iv) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number [CLIN]).
    - (v) The Contractor shall not deviate from the existing WBS provided in documents library, without DOE approval.
- (c) The Master CPB shall comply with the following requirements:
  - (1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:

Estimating;

Scheduling;

Budgeting; and

Project performance reporting (as required under this contract).

(2) Control accounts within the WBS shall be identified; and

(3) The baseline and management thereof shall comply with standard EIA-748 *Earned Value Management Systems*.

(d) The schedule shall:

(1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments, and Government-Furnished Services and Information (GFS/I) dependencies.

(2) Be an activity based, risk informed, resource loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.

(3) Include earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.

(4) Any additional working level schedules deemed necessary by the Contractor shall be integrated with the Master CPB and be able to provide earned value reporting in compliance with EIA-748.

(5) The Master CPB cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

(6) The method used to determine earned value shall be identified for each control account.

(7) The schedule shall be accessible to DOE upon request.

(e) The Master CPB shall be logically tied, driven and integrated with:

(1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.

(2) DOE, congressional, regulatory, and external commitments.

- (3) Performance milestones including contract performance incentives and other performance measures established by DOE.

#### **C.2.9.3.1 Master Contract Performance Baseline Submittals**

- (a) The Contractor shall develop and submit for DOE approval an initial Master CPB that is representative of the initial Task Order scopes of work (see Section J, Attachment J-4, *Contract Deliverables*). Subsequent updates to the Master CPB will occur as each Task Order is negotiated and awarded and implemented into the Master CPB. These proposed Master CPB updates, for additional Task Order work only, will be submitted as part of the Task Ordering Process to the CO, for DOE and Contractor negotiation, and DOE approval as part of the Contractor's Task Order Proposals. The Contractor shall ensure that its Task Order proposals meet the requirements of Section H, *Task Ordering Procedure* by providing the Task Orders' baseline submittal information and that the EVMSD requirements for the baseline change control process are met.
- (b) The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word<sup>®</sup> or Microsoft Access<sup>®</sup> format. Cost data shall be provided in Microsoft Access<sup>®</sup> or Excel<sup>®</sup> format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction<sup>®</sup> software. These programs shall be used unless agreed to otherwise by DOE.
- (c) The Contractor shall provide additional data that may be required by the DOE for development and maintenance of a Federal Site Life-cycle Estimate (FSLE).

#### **C.2.9.4 Capital Asset Projects**

- (a) The Contractor shall provide all management and technical information to:
  - (1) Meet the requirements of DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*, when applicable
  - (2) Meet the data requirements of the Project Assessment and Reporting System (PARS), when applicable. Data for Capital Asset Project scope, authorized by Task Orders, shall be uploaded into PARS in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management (see Section J, Attachment J-4, *Contract Deliverables*).
- (b) The Contractor shall prepare and submit for DOE approval a Project Management Plan (PMP), consistent with the requirements in DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets* (see Section J, Attachment J-4, *Contract Deliverables*).
- (c) If required, DOE-PM will certify the Contractor's EVMS as compliant with the EIA-748 standard. Subsequent to the initial evaluation and certification, DOE-PM may at any time

require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

### **C.2.9.5 Contract Performance Reporting**

- (a) The Contractor shall provide DOE with the necessary contract performance information to support budget planning and execution, contract planning and execution; performance reporting, audit and evaluation; and other DOE performance assessment and information needs. The monthly performance report will be provided to [ContractorsMPR@em.doe.gov](mailto:ContractorsMPR@em.doe.gov) (see Section J, Attachment J-4, *Contract Deliverables*).

#### **C.2.9.5.1 Monthly Performance Report**

- (a) The Contractor shall submit and transmit to DOE a Monthly Performance Report representing the prior month's performance by the 15th of each month (see Section J, Attachment J-4, *Contract Deliverables*).
- (b) The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major work scopes, including task orders and projects at the PBS level.
- (c) The summary of overall contract performance shall include:
- (1) Key accomplishments
    - (i) Major issues including actions required by the Contractor and DOE;
    - (ii) Discussion of significant accomplishments, including regulatory milestones, other major milestones, key performance measures, and major deliverables;
    - (iii) Discussion of pending baseline change proposals, as applicable;
    - (iv) Analysis of funds expenditure, with projections for the task orders and projects by Fiscal Year and life of the Contract;
    - (v) Technical scope, schedule, and cost variance analysis; including implications to near term and long term milestones and deliverables at risk of being missed;
    - (vi) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and
    - (vii) Information on any safety or quality matters that emerged or persisted during the reporting month.
- (d) Each of the major work scopes, task orders, and project reports shall include:
- (1) Contractor program manager's narrative assessment including:



- (i) Significant accomplishments and progress towards completion of major work scopes, task orders, and project goals and objectives
  - (A) Key risks and challenges; and
  - (B) Evaluation of safety performance (including ISMS metrics and all recordable injuries, lost-time injuries, and near misses).
- (2) Business structure information to demonstrate ongoing compliance with the requirements of the Section H Clause entitled, *Subcontracted Work*;
- (3) Baseline Performance Reporting including:
  - (i) EVMS information using the following DOE Office of Project Management (PM) Integrated Program Management Report (IPMR) formats Data Item Description (DID) – DOE Version October 2018 (<https://www.energy.gov/projectmanagement/services-0/earned-value-management/evms-implementation-guidance>);
  - (ii) Format 1, Form 2734/1, Work Breakdown Structure;
  - (iii) Format 2, Form 2734/2, Organizational Categories;
  - (iv) Format 3, Form 2734/3, Baseline;
  - (v) Format 4, Form 2734/4, Staffing; and
  - (vi) Format 5, Form 2734/5, Explanations and Problem Analysis.
- (4) The Contract Performance Reports shall be provided in DOE PM IPMR formats DOE Version October 2018 unless the Contract specifies otherwise;
- (5) Contract Funds Status Report (CFSR) shall be provided in accordance with the DOE PM CFSR DID, DOE Version October 2018 or equivalent (<https://www.energy.gov/projectmanagement/services-0/earned-value-management/evms-implementation-guidance>);
- (6) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;
- (7) Task Order and Project ETCs and EACs;

- (8) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;
- (9) Task Order and project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;
- (10) The Task Order and project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the task/project; and
- (11) Actions required by DOE, including GFS/I and DOE decisions.

#### **C.2.9.5.2 Contract, Program, and Project Review Meetings**

The Contractor shall participate in a monthly contract/program review (including projects, as applicable) and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or program status meeting shall be conducted at DOE's request to provide interim updates and address issues.

#### **C.2.9.6 Cost Estimating**

- (a) Cost estimates shall be credible, well documented, accurate, and comprehensive.
- (b) Contractor developed cost estimates form the basis of the cost baseline of the Master CPB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H, *Cost Estimating System Requirements* and Section H, *Task Ordering Procedure* of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

#### **C.2.9.7 Scheduling**

- (a) The Contractor's schedules shall utilize any DOE provided coding structure to integrate the Contractor's activities and capital asset projects at DOE HQ.
- (b) The Contractor shall develop all schedules in accordance with the NDIA's *Planning & Scheduling Excellence Guide* (v3.0), and EIA748 Guidelines. The Contractor's IMS shall be resource loaded.

### **C.2.9.8 Risk Management**

- (a) Successful execution of the site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other site contractors. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful program management and execution of contracts and projects.
- (b) The Contractor shall implement a risk management program in compliance with DOE policy “Environmental Management Program Management Protocol.” The Contractor shall also incorporate the principles of DOE G 413.3-7A, *Risk Management Guide*, and GAO-09-3SP in its risk management process.
- (c) The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval (see Section J, Attachment J-4, *Contract Deliverables*). The capital asset projects do not need to have standalone risk management plans and instead, may be an appendix to the RMP. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.
- (d) The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

### **C.2.10 Public Affairs and Communications**

The Contractor shall assist and support DOE in the development and support of public participation program relative to the implementation of the Phase 1B decommissioning activities and the selection of the Phase 2 decommissioning decision for the site. The Contractor shall assist and support the DOE during meetings with the regulatory agencies and with the public including the Citizen Task Force (CTF), Quarterly Public Meetings (QPM), environmental groups, and other interested parties to discuss the progress and results of the work scope identified in this PWS including the preparation and submitting presentations at CTF and QPM meetings and compilation of site historical data, as needed. The Contractor shall support the DOE in outreach and response to elected officials, stakeholders, regulators, and Tribal entities including, but not limited to, preparation for briefings, public presentations, and search, review, and reproduction of documents and records.

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

NRC, U.S. Environmental Protection Agency (USEPA), NYSDEC, NYSERDA, Occupational Safety and Health Administration (OSHA), EMCBC, DOE Headquarters, Congressional Staff, U.S. Department of Labor, Inspector General (IG), U.S. Attorney's Office, GAO, Defense Contract Audit Agency (DCAA), West Valley Citizens Task Force, Coalition on West Valley Nuclear Wastes, Seneca Nation of Indians, Local Emergency Responders and Law Enforcement, other State and Federal Agencies, as applicable.

### **C.2.11 Real Property Asset Management**

The Contractor shall comply with the real property asset management requirements identified in the Section H clause entitled *Real Property Asset Management*, as well as the other contract requirements applicable to real property, for all assigned real property, listed in Exhibit C-1 *Facility Description and Status*.

Regardless of who performs the work, the Contractor shall be responsible for compliance with this clause and is responsible for flowing down real property requirements to subcontractors to the extent necessary to ensure compliance.

The Contractor is responsible for input and maintenance of all data required to be included in the FIMS.

### **C.2.12 Personal Property**

The Contractor shall develop, submit to DOE, and maintain a DOE approved Property Management System that meets the criteria presented in Section H, entitled *Contractor Property Management System Administration and Management of Accountable Property* (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall disposition Automatic Data Processing Equipment (ADPE) in accordance with the requirements in 41 CFR 109-43.307-53.

The Contractor shall perform personal property disposition operations to manage excess and surplus property, conduct public personal property sales, and coordinate other personal property disposition methods. The Contractor shall make provisions for site access for other entities to conduct required characterization and/or independent verification during the dispositioning of any personal property by the Contractor (e.g. safety briefings, monitoring, escorts, etc.).

The Contractor shall develop and maintain a program for the maintenance and operation of motor vehicles and equipment. The program shall comply with all applicable regulations, state and local laws and property management requirements.

The Contractor will develop a detailed inventory and proposed disposition of excess equipment (shipping containers, office trailers, etc.) located in outdoor areas throughout the WVDP Project Premises. Examples of such areas with excess equipment include the area adjacent to the Vitrification Test Facility (See Facility 68) and the AA Hardstand (See Facility 142). The Contractor shall prepare a detailed inventory of all equipment, containers, and trailers located throughout the WVDP Project Premises and evaluate the future use, if any, of this material. The

Contractor shall prepare an Annual Property Inventory Report for submittal to the DOE-WVDP that describes the proposed disposition of this material on an annual basis (see Section J, Attachment J-4, *Contract Deliverables*).

### **C.2.13 Records**

The Contractor shall create/manage records in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR, Subchapter B (Chapter XII), “Records Management”; the current DOE Records Management Program Order in Section J, Attachment J-2, OMB/NARA Memorandum M-23-07, “*Update to Transitioning to electronic Records*”, OMB/NARA Memorandum M-19-21, “*Transitioning to Electronic Records*” and any other DOE requirements as directed by the CO. All records shall be created electronically (born digitally) to the fullest extent possible. Records that cannot be born digital and historical records obtained from a predecessor contractor must also be managed in electronic format (digitized) in accordance with NARA requirements. The Contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition of all records (including email), are managed utilizing an ERMS that meets the requirements of NARA’s Universal Electronic Records Management (UERM) requirements. The Contractor shall ensure the ERMS for site records is designed and implemented to allow DOE access to the records inventory (e.g., drawings, sketches, specifications, procedures, etc.). The Contractor shall submit a Records Management Plan that documents the records lifecycle, including but not limited to electronic records, email records, digital signature process, audiovisual, quality records, essential records, file plans, electronic information systems, and disposition (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall work with the EMCBC Records Management Field Officer (RMFO) regarding any records questions.

Record management functions include, but are not limited to, tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing, and dispositioning active and inactive records, (including email), records retrievals, managing Controlled Unclassified Information (CUI); providing Records Management training, and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program, Congressional inquiries, litigation holds, legal discovery requests and other record requests.

The Contractor shall preserve, update, and correct (if necessary) all existing high-level waste (HLW) production and storage records in accordance with applicable waste-acceptance technical requirements. The Contractor shall receive and maintain records generated by other DOE contractors, as designated and directed by the Contracting Officer under Section C.2.17, Support to DOE.

The Contractor shall establish and sustain an essential records program to ensure continuity of operations (COOP) during and after an emergency as prescribed by laws, regulations, and directives, that ensures DOE makes and preserves records of the Department’s organizations,

missions, functions, policies, decisions, procedures, and essential transactions. A copy of the Essential Records Program Plan and Inventory shall be provided to DOE annually for approval (see Section J, Attachment J-4, *Contract Deliverables*).

### ***Electronic Information Systems (EIS)***

The Contractor shall manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls into the system or exporting (moving) the records into the ERMS in accordance with 36 CFR 1236 “Electronic Records Management”. An EIS is defined as systems that automate certain business functions. The Contractor must design and implement migration strategies to counteract hardware and software dependencies when electronic records are not exported to an ERMS and have a retention beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide an inventory that shall include all elements required by [NARA](#) for an EIS inventory to DOE annually, for approval (see Section J, Attachment J-4, *Contract Deliverables*).

### ***Inventory and File Plan***

The Contractor shall conduct records inventories in order to develop a file plan that provides the identification, location, arrangement, assignment of the NARA-approved DOE Records Disposition Schedule/Disposition Authority, of all categories (record series) of records created and received, including Contractor-owned. The Contractor shall submit to DOE the site-wide file plan for review/approval by DOE (see Section J, Attachment J-4, *Contract Deliverables*). The plan shall be updated annually documenting via track changes updates from the prior approved version.

### ***Records Maintenance / Use***

The Contractor shall maintain and preserve all records, including records from a predecessor contractor stored at a Federal Records Center (FRC), and in the ERMS. The Contractor shall ensure that records generated in the performance of the Contract containing personal information routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act System of Records (SOR) in accordance with FAR 52.224-2, *Privacy Act* (Apr 1984), and DOE Order 206.1, *Department of Energy Privacy Program*.

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this Contract, except for those defined as contractor-owned (see Section I, DEAR 970.5204-3, *Access to and Ownership of Records*), and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act SORs shall be the property of the Government.

### ***Records Disposition***

The Contractor shall preserve and disposition records in accordance with the NARA-approved records disposition schedules. (Note: Records retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the

Contractor [DEAR 970.5204-3]). The Contractor shall submit a records Disposition Plan which shall include the destruction process for records and information content (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall not destroy any records prior to working with the DOE EMCBC RMFO. All destructions certificates require both the DOE EMCBC RMFO and Chief Counsel approvals.

The Contractor shall prepare/revise, submit for DOE approval, and execute an approved Records Management Plan, which addresses at a minimum, Site-wide File Plan, Records Disposition Plan, Vital/Essential Records Program Plan, Vital Records Update, List of Electronic Information Systems, and Records Management Closeout Plan consistent with records management regulations (see Section J, Attachment J-4, *Contract Deliverables*).

#### **C.2.14 Communications and Information Management**

The Contractor shall maintain, manage, and oversee a General Support System (GSS), Industrial Control System (ICS, and multiple standalone systems used to execute the PWS. The Contractor shall ensure full compliance with all laws, regulations directives, and requirements outlined in Section H, entitled *Information Technology and Cyber Security Requirements* for systems supported residing at the Ashford Office Complex (AOC) and the site.

The current GSS and ICS are encapsulated as one Federal Information Security Modernization Act (FISMA) system authorization boundary but are in the process of being separated into two unique FISMA system accreditation boundaries: The WVDP GSS (which currently encapsulates both the GSS and ICS), and the WVDP ICS. Outlying standalone systems discovered that are not accounted for within the WVDP GSS or ICS accreditation boundaries shall be integrated and managed in accordance with this PWS, and as directed by the EMCBC Authorizing Official Designated Representative (AODR).

##### **C.2.14.1 Network and System Operations**

The Contractor shall provide network and system operations support as follows:

- Provide staffing support (on premise and remote system/network management) for the operation of AOC and site wide FISMA systems, communication capability, maintenance and management of voice, data, fax, video, satellite, and radio communication systems during regular site business hours.
- Maintain communications capabilities with other DOE sites and provide communications support for emergency operations.
- Provide access to DOE systems, enterprise databases (such as Computerized Accident Incident Reporting System (CAIRS), [Occurrence Reporting and Processing System](#) (ORPS), Noncompliance Tracking System (NTS), etc.), and local systems and databases.
- Provide site-related data and information requested by the DOE for the DOE site-specific public website.

- Assist with conducting internal application cyber security assessments under the direction of the EMCBC AODR (or designee), WVDP GSS Information System Security Manager (ISSM), Security Officer (ISSO) and DOE cyber security support services Contractor personnel. The Contractor shall be responsible for the timely planning and implementation of corrective actions derived from all operations-related cyber security internal assessment findings.
- Maintain an accurate accounting of support requests, man-hours expended and completed activities in the sites help desk platform the execution of all discreetly sponsored/funded IT projects, as well as other projects designated by the COR or the AODR. The Contractor shall initiate, update and log to completion, all assigned projects, tasks, milestones, tickets and application bug entries assigned under the purview of this PWS in the site help desk platform.
- Coordinate system installation and maintenance activities with system stakeholders to ensure minimal downtime or disruption of service to site service customers.
- Migrate FISMA accreditation boundaries from the commercial chbvw.com domain to a wvdp.doe.gov domain to satisfy requirements outlined in the Office of Budget and Management (OMB) memorandum M-23-10 in conjunction with guidance provided by the EMCBC AODR.

#### **C.2.14.2 Operations and Program Management**

The Contractor shall provide operations and program management support as follows:

- Provide Operations and Program Management support for AOC and site and personnel.
- Provide support to WVDP IT Applications Support Contractor staff in the preparation of project plans, policies, procedures, technical instructions (including wikis), and cyber security program documents and exhibits.
- Provide integrated project coordination with other EMCBC and WVDP personnel in support of overall EMCBC and WVDP missions and IT operations.
- Maintain electronic documents in a designated file share or application repository on the WVDP GSS as directed by the ADOR (or designee) and/or COR.
- Assist EMCBC and WVDP Federal and Contractor staff in the conduct of regular cyber security assessments and audits by means of; preparation of documents and exhibits, conduct of regular and ad-hoc internal reviews and checklists, attendance of team meetings, participation in work group activities, and preparing written or oral evaluations and recommendations of technical solutions to cyber security concerns.
- Provide technical (non-hardware, non-software) and administrative support for the conduct of *internal* application cyber security assessments and reviews, under the direction of the EMCBC AODR (or designee), WVDP ISSM, ISSO and DOE cyber security support services Contractor personnel. The Contractor shall be responsible for



the timely correction of all technical and administrative-related cyber security internal assessment findings.

- Conform to general industry standards and methodologies for IT system documentation and change control. The Contractor shall prepare, update, and submit for approval Application Project Plans, Baseline Change Proposals and Test Plans in accordance with WVDP operating procedures (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall maintain a centralized repository on the WVDP GSS for all network operations and Service Desk documentation such as internal procedures, protected password lists, wikis and other documents that are necessary for the continued operation of the WVDP IT systems and support functions. The Contractor shall make all documentation freely available to the AODR (or designee) and COR through the provision of access credentials and server resource locations where required.
- Maintain an accurate accounting of support requests, person-hours expended and completed activities for all discreetly sponsored/funded projects.
- Maintain a centralized repository on the WVDP GSS for all IT operations and general documentation that would be required for operation and administration of the Systems in the event of activation of EMCBC and/or WVDP COOP protocol, or other major system-wide disruption of services. Where security and/or access restrictions are required, the Contractor shall make said available to the AODR (or designee) and COR through the provision of access credentials and server resource locations.
- Assist EMCBC and WVDP Federal and Contractor staff in the preparation of responses to data calls, Freedom of Information Act (FOIA) requests and legal discovery requests.
- Ensure Contractor personal attend and complete employee safety and security training and briefings as directed by the COR.

### **C.2.14.3 Cybersecurity Support**

The Contractor shall provide cybersecurity support as follows:

- Develop and maintain security authorization packages for all systems and networks under the purview of this PWS in accordance with guidance provided by the EM-CSPP and the EMCBC AODR (or designee); maintain valid Authorities to Operate (ATOs) for all respective systems and networks under the sites purview (see Section J, Attachment J-4, *Contract Deliverables*).
- Provide support in areas of cyber security for the design, development, operations, and maintenance of desktop computers and typical desktop business applications, including installation and configuration of desktop and server-based security software, continuous monitoring (CM) software, and security hardware firewalls and appliances.
- Proactively identify, investigate and mitigate instances of cyber security concerns that have been identified by internal or external sources.

- Develop and maintain an inventory of desktop and server software installed in supported system and network environments.
- Ensure all Contractor personnel performing IT/Cybersecurity work under this Contract read and familiarize themselves with site IT/Cybersecurity policies, procedures and documentation required to support and manage the system and network environments. Personnel shall provide an acknowledgement statement that confirms their compliance with the required reading, annually and when new Contractor employees commence work.
- Provide support to the EMCBC AODR (or their designees) in the conduct of internal/external cyber security assessments in accordance with the sites respective SSP requirements and schedule by means of the following: preparation of documents and exhibits, conduct of regular and ad-hoc internal reviews and checklists, attendance of team meetings, participation in work group activities, and preparing written or oral evaluations and recommendations of technical solutions to cyber security concerns.
- Ensure Contractor staff members who are assigned elevated access/rights on WVDP network resources such as servers and desktop computers comply with all WVDP Privileged Rules of Behavior, as promulgated by the AODR or site leadership.
- Prepare and conduct training sessions and prepare training materials for site staff on cybersecurity requirements, the functions and operation of IT security hardware and systems installed in the sites accreditation boundaries.
- Conduct analyses of system logs, forensic results, vulnerability assessments and penetration tests and provide recommendations and develop implementation plans to correct or mitigate analysis findings.
- Prepare and issue Integrated Joint Cybersecurity Coordination Center (IJC3) Cyber Incident Reports, summaries, and updates, develop and maintain an online log of issued IJC3 Incident Reports and maintain an electronic record of all IJC3 reports and associated inter-office correspondence.
- Assess and maintain NIST compliance of desktop and server software, internally developed applications, hardware and software procurement activities, and new and existing operating policies and procedures.
- Protect information and systems against loss, improper use, compromise, or unauthorized alteration or modification of information as required by DOE directives.

#### **C.2.14.4 Application Support**

The Contractor shall provide application support as follows:

- Develop, install, maintain, deploy, upgrade and archive/retire WVDP Hosted Systems, Applications, and Services as directed by the AODR (or designee) and/or COR for web applications, web-based intranet resources, client/server applications and Microsoft SharePoint sites/applications operated by the site.

- Work directly with customer Application System Owners and Data Owners to develop requirements for new applications and changes or upgrades to existing applications.
- Conform to general industry standards and methodologies for software development, documentation and change control.

#### **C.2.14.5 Core Support Skills**

The Contractor shall ensure contract support staff have working knowledge of IT system support and cyber security principles, practices and procedures required to effectively protect and manage the WVDP from both internal/external threats. This includes, but is not limited to, the following:

- IT Service Desk
- Customer Service
- End-User Training
- User Account Creation/Management
- Desktop IT Hardware Installation and Management
- End User Software Support for Custom Applications and Different Departmental Needs
- Audio/Video Teleconferencing (VTC) including Meeting Broadcasting
- Workgroup Printing and Multifunction Devices (MFDs)
- Mobile “Smart” Device Management
- IT Project Planning and Execution
- IT Asset Management and Lifecycle Planning
- IT Acquisition and FITARA
- Contingency/Emergency Planning
- IT System Configuration Control and Change Management
- National Institute of Standards and Technology (NIST) Security and Privacy Controls for Federal Information Systems
- Cyber Security Framework
- FIPS 199 Standards for Security Categorization of Federal Information and Information Systems
- FISMA
- Cisco ASDM
- IDS/IPS, Content Filtering and SSL Decryption
- Enterprise Network Firewall and Switching Technologies
- Virtual Private Networks (VPN) and Encrypted Tunneling
- Datacenter Monitoring including Power, Environmental and Server Capacity
- Physical access control systems
- Email Filtering/Firewall “Spam” Solutions
- Two-Factor Authentication Systems

- Email and File Encryption Methodologies and Implementation
- Public Key Infrastructure (PKI) including FIPS 201 Requirements for PKI
- Audit, Assessment and Oversight Participation and Mitigation
- Security Information and Event Management (SIEM)
- Log Correlation and Analysis
- Data Loss Prevention (DLP) including End-Point Security, Device Control and Authorization
- Cyber Incident Response and Investigation Techniques
- Endpoint Protection, Security Platform and Threat Prevention
- Federal Continuity of Operations (COOP)
- Microsoft Windows Active Directory Technologies and Management
- Voice Over IP (VOIP) Telecommunications
- Enterprise Desktop Software Management
- HSPD-12 Logical Access with Two-Factor Authentication
- Enterprise/Desktop Software Installation and Patching
- System Hardware Firmware/Patching
- Wide Area Network (WAN) Design and Administration
- Local Area Network (LAN) Design and Administration
- Remote Access and Remote Desktop Protocol (RDP)
- Thin Clients “Diskless” Workstation
- Virtual Desktop Infrastructure (VDI)
- Network Switching and Routing including VLANs
- Network Performance, Configuration and Monitoring Solutions
- Infrastructure Health and Performance Monitoring
- Enterprise-Level Backup/Recovery Systems
- Microsoft Systems Center Configuration Manager (SCCM)
- Operating Systems Imaging, Deployment and Management
- Microsoft Exchange Administration
- Microsoft Hyper-V and Virtualization Technologies
- SQL-based DBMS
- Webpage and Application Presentation, Scripting and Programming Languages
- Database Administration
- Web Application Security Best Practices and Auditing
- Microsoft IIS Administration and Security Best Practices
- Website Content Management
- Electronic Records Management System (ERMS) Support
- Email Archiving Solutions
- Capstone General Records Scheduling (GRS)

- E-Discovery and FOIA
- Zero Trust Architecture
- Federal Risk and Authorization Management Program (FedRAMP) Authorization Process

### **C.2.15 Administration of Pension and Benefit Plans**

The Contractor shall sponsor and administer the West Valley Pension Plan and all other existing benefit plans (including post-retirement medical) for eligible employees in accordance with the terms and conditions in Section H and the respective plan documents.

Costs for benefit plans shall be reimbursable in accordance with Section H clause entitled, DOE-H-2001 *Employee Compensation: Pay and Benefits* (Jun 2022). Administration costs may include purchased services, fees/premiums, and contributions associated with the management of the benefit programs and pension plans.

### **C.2.16 Other Project Support**

The scope of this section includes activities such as Business Administration, Internal Audit, Employee Concerns Program (ECP), and other general performance requirements (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas described in this section and have optimized these services through an integrated planning approach.

The Contractor shall provide the resources necessary to perform the contract work scope including, but not limited to the following general management support:

- legal;
- contracting;
- procurement;
- human resource management;
- accounting and financial support; and
- administrative support.

#### **C.2.16.1 Internal Audit**

The Contractor shall establish and maintain an internal audit function and submit to DOE (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall:

- Conduct internal audits and examination of the records, operations, management systems and controls employed in programs and administrative areas, expenses, subcontractor costs and the transactions with respect to costs claimed to be allowable under this Contract, at least annually. Ensure the systems of controls employed by the Contractor are audited, documented, and satisfactory to the Contracting Officer. Up to eight (8) additional audits shall be conducted based on risk analysis, including input from DOE. The results of such audits, including the working papers, shall be submitted or made available to the DOE CO or a Contracting Officer Representative (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall include this requirement in cost-reimbursement subcontracts (time and materials, labor hour, cost plus for non-fixed price contracts) with an estimated cost exceeding \$5 million and expected period of performance for more than 2 years, and other cost-reimbursement subcontracts as determined by DOE;
- Provide annual Subcontract Audit plans for Contracting Officer approval, which lists planned audits to be performed. The Contractor shall perform internal audits consistent with unmodified Institute of Internal Audit (IIA) and external audits consistent with unmodified Generally Accepted Government Auditing Standards (GAGAS) (see Section J, Attachment J-4, *Contract Deliverables*).
- Provide annual Internal Audit plans for Contracting Officer lists planned audits to be performed. The Contractor shall perform internal audits consistent with IIA audit standards (see Section J, Attachment J-4, *Contract Deliverables*); and
- Provide to the Contracting Officer annually, or at other intervals as directed by the Contracting Officer, copies of the reports reflecting the status of recommendations resulting from management audits performed by its internal audit activity and any other audit organization (see Section J, Attachment J-4, *Contract Deliverables*).

#### **C.2.16.2 Employee Concerns Program**

The Contractor shall establish, submit for DOE approval, and maintain an ECP that effectively addresses, resolves, and prevents recurrence of employees' concerns and complies with DOE Order 442.1, *Department of Energy Employee Concerns Program* (see Section J, Attachment J-4, *Contract Deliverables*).

The Contractor shall also:

- Accept, for resolution, existing employee concerns unresolved at the close of the initial Contract transition period;
- Participate in the chartered Site-wide ECP committee;
- Assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective operation of DOE-related activities under their jurisdiction;

- Conduct an annual self-assessment to measure the effectiveness of the ECP and implement corrective actions, as necessary; and
- Provide timely notification to DOE of significant staff concerns or allegations of retaliation or harassment.

### **C.2.16.3 Infrastructure Support**

The Contractor shall be responsible for infrastructure services including, but not limited to, the following infrastructure support services:

- on-site traffic management;
- transportation necessary to perform work under the contract;
- warehouse shipping/receiving;
- worker training and qualification services; and
- mail services (for on-site facilities and the Ashford Office Complex (AOC) offices).

### **C.2.16.4 Government-Furnished Services / Items**

The Contractor will be provided with some programs and services to accomplish its mission. A listing of services and information is given in Section J, Attachment J-3, *Government-Furnished Services / Items (GFS/I)*. DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that the DOE consider providing additional GFS/I.

To manage the GFS/I furnished under this Contract, and to evaluate additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

(1) GFS/I Request: 12-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, submitted prior to each fiscal year for DOE approval (see Section J, Attachment J-4, *Contract Deliverables*).

(2) GFS/I Request - Updates: Quarterly update to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, submitted prior to each quarter for DOE approval (see Section J, Attachment J-4, *Contract Deliverables*).

If the DOE can support the additional Contractor-requested GFS/I, the DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding DOE action(s). The supported GFS/I will be added to Section J, Attachment J-3 by Contract modification. If the DOE cannot support a Contractor request, the DOE will notify the Contractor within 30 days that the requested GFS/I cannot be

provided, and there will be no DOE commitment to the Contractor to furnish the GFS/I. For the additional Contractor-requested GFS/I, the DOE will use its best efforts to meet these requests. However, in the event the DOE is unable, for any reason, to provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or items in a timely manner and without any further recourse against the DOE.

### **C.2.17 DOE Support**

The Contractor shall provide additional DOE support as requested. The following sections provide background on the anticipated support tasks, although other support tasks may not be listed.

#### **C.2.17.1 Support to DOE Office**

The Contractor shall maintain the current office space at the AOC for approximately thirty-five (35) DOE personnel (including support personnel). The Contractor shall also provide on-site office space for up to ten (10) DOE or DOE support personnel. Office space shall include areas for information technologies and administrative functions (e.g., file storage, conference room, office supply storage). Any change to office space will be coordinated with and approved by DOE.

The Contractor shall provide one on-site office for NYSERDA personnel. The office should be no less than 200 square feet.

In satisfying all requirements identified in or relative to DOE responsibilities in the Cooperative Agreement between USDOE and NYSERDA, Supplemental Agreements to the Cooperative Agreement, and other agreements/orders, the Contractor shall provide technical and administrative support to DOE. The Contractor shall support DOE in outreach and responses to inquiries from Congressional offices, NYSERDA, stakeholders, regulatory, and Tribal entities, as well as with other requests for documents and information as stated in Section C.2.13 Records. Such support shall include, but not be limited to, preparation for briefings, public presentations, search, review, and reproduction of documents and records. Such support is in addition to and not in lieu of any regulatory support provided under Sections C.2.2, Environment, Safety, Health and Quality Assurance Program.

#### **C.2.17.2 Radiological Assistance Program**

The Contractor shall support Radiological Assistance Program (RAP) with separate funding provided by DOE through the National Nuclear Security Administration (NNSA). Upon request by DOE, the Contractor shall provide Radiological Control Technicians, Radiological Control Supervisors, and other support personnel as deemed necessary by DOE to support requests for assistance during radiological emergencies or other events/activities requiring radiological expertise. The Contractor agrees to allow personnel supporting RAP to be appropriately trained in accordance with DOE requirements, and further agrees to provide for the storage and security



of any DOE supplied equipment. The Contractor shall supplement response activities with Project equipment and vehicles when needed, if available, and maintain/develop all required plans, procedures and reports.

### **C.2.17.3 Dosimetry and Radiobioassay Programs at the DOE EMCBC – New York Project Office**

The Contractor shall provide dosimetry and radiobioassay services to EMCBC-New York Project Office, in full compliance with the requirements set forth in 10 CFR 835.

- Provide complete external dosimetry services including, but not limited to, TLDs (including extremity dosimeters), TLD issuance and processing, employee counseling, all required record keeping, and reporting and records issuance/requests for compliance with 10 CFR 835 and other applicable regulations.
- Provide complete whole body counting services (e.g., initial site employment, periodic, and termination of employment and/or additional whole body counts as required by procedure or agreed upon by contractor technical points-of-contact) including but not limited to, performing whole body counting, data interpretation, employee counseling, and record keeping.
- Provide complete radiobioassay services, including but not limited to, collection, processing, data interpretation, employee counseling and record keeping. In addition, to routine bioassays, special bioassays will be performed as required by procedure or as agreed upon by contractor technical points-of-contact.
- Provide all required and/or necessary initial and recurring training for EMCBC-New York Project Office staff, which may be involved in supporting the radiobioassay and dosimetry programs.
- Provide required quality assurance program support related to implementation of radiobioassay and dosimetry programs.
- Perform periodic audits of program activities implemented at EMCBC-New York Project Office.

EMCBC-New York Project Office reserves the right to increase or decrease the number of individuals participating in the program. Prior to increasing or decreasing the number of program participants, EMCBC-New York Project Office will submit a written request to the DOE-WVDP Contracting Officer and Program Point-of-Contact. The Contractor may provide the requested services in accordance with existing approved programs, policies, procedures or other program implementation documents. EMCBC-New York Project Office accepts full responsibility for ensuring that all personnel participating in the program, including subcontractors fully comply with all DOE-WVDP program requirements and programmatic decisions made by DOE-WVDP and implemented through the Contractor. In order to maintain the integrity of the WVDP DOELAP accreditation, DOE-WVDP program procedures and requirements will apply to all of the services provided and in the event of a conflict, DOE-WVDP decisions are final. EMCBC-New York Project Office is not authorized to provide direction in any form or manner to the

Contractor. All requests for programmatic, procedural, technical, or other direction will be processed through the DOE-WVDP Contracting Officer's Representative and/or the DOE-WVDP Contracting Officer.

The Contractor shall participate in Oak Ridge National Laboratory's In Vivo (Direct Bioassay) Intercomparison Studies Program in support of the radiation protection/dosimetry program and establish necessary services agreements. The Contractor shall also establish necessary services agreements to obtain specific irradiation and calibration services in support of this program through the Pacific Northwest National Laboratory. Both these actions will require Inter-Agency Agreements coordinated with the four DOE entities (WVDP, EMCBC-NY, ORNL, and PNNL) be in place upon initiation of the program.

The Contractor shall be reimbursed for any and all costs associated with the provision of Dosimetry and Radiobioassay Programs including, but not limited to, all labor (including costs associated with necessary overtime or on-call/wait time), materials, equipment, travel, per diem and subcontracted services, provided the costs are determined to be allowable, allocable and reasonable.

#### **C.2.17.4 Occupational Medicine & Health Support**

The Contractor, under 10 CFR 851, shall obtain the services of a Board Certified Occupational Medical (Occupational Medicine) Doctor to provide occupational health services for DOE Federal employees meeting the requirements of DOE Order 341.1, Federal Employee Health Services (excluding Attachment 1, 2.b Employee Assistance Programs (EAPs)) to ensure the following:

- All DOE Federal Employees are screened in order to determine whether a medical evaluation is required;
- All Federal Employees in arduous and hazardous occupations are medically qualified for their positions through sound medical practices (inclusive, but not limited to) medical and physical examinations, interpretation and notification of test results, and necessary follow-on care or prescriptions;
- Medical assessments monitor individuals for adverse health effects and determines the effectiveness of exposure prevention strategies, inclusive of aggregate surveillance data over time, with the goal of reducing and ultimately preventing occupational illness and injury;
- The physician responsible for the delivery of medical services or his/her designee informs the DOE Federal Employee and DOE Federal Staff Manager of appropriate employee work restrictions; and
- All agency-funded occupational medical programs meet or exceed the guidelines set out by applicable federal regulation.

The Contractor shall provide DOE Federal Employee and DOE Federal contract support employees with safety and health Personal Protective Equipment (PPE) with full parity of the Contractor employees (e.g., over-the-shoe anti-slip (traction) devices, reflective gear, ANSI Class 2, ANSI Class 3, Public Safety, Flame Resistant, non-ANSI, Surveyors, and Incident Command, general use safety glasses (Z87.1, Occupational and Educational Personal Eye and Face Protection Devices), OSHA approved Hard Hat(s) (ANSI Z89.1., 29 CFR 1910.135(b)(1), and 29 CFR 1926.100(b)(1)). The Contractor shall also provide DOE Federal Employees and DOE Federal contract support employees with site-specific PPE, such as disposable gloves, work gloves, fall protection devices, and hearing protection, when required by an Industrial Work Permit, a similar work planning document, or upon request.

The Contractor shall provide DOE Federal Employee and DOE Federal contract support employees safety and health training in full parity with Contractor employees. The training shall be based on a systematic analysis of the WVDP Site and continuous assessment of the employee risk and potential exposures to complex occupational hazards. The Contractor shall provide HAZWOPER instructional training (40-hour, 24-hour, 16-hour bridge class when necessary, and annual 8-hour refresher).

The Contractor shall provide a record system for the maintenance of DOE Federal Employee records based on the previously established expectations and responsibilities regarding the current mandatory requirements under 5 CFR part 293, subpart E, Employee Medical File System Records, which is the required guidance on maintaining medical files by the DOE.

#### **C.2.17.5 Support to Other DOE Contractors**

The Contractor shall provide support to other DOE contractor(s). The Contractor shall also support NYSERDA as required through its cooperative agreement with DOE (Cooperative Agreement between USDOE and NYSERDA and Supplemental Agreements to the Cooperative Agreement). The Contractor is responsible for providing support services, consistent with technical direction provided under Section I clause entitled DEAR 952.242-70, *Technical Direction*.

DOE anticipates the following types of services:

- Coordination and integration of interface between the Contractor, the Contractor's subcontractors, and other DOE contractor(s), and scheduling of work;
- Oversight of other DOE contractor(s) compliance with the requirements of the Contractor's ISMS;
- Laboratory analysis and characterization services;
- Environmental permit coverage;
- Access to existing utility services, including natural gas and electricity;

- Access to waste storage facilities and systems which could include physical access to such facilities and systems for the purpose of treating waste, and or storing waste;
- Disposal of other DOE Contractors' waste, however DOE expects that waste characterization responsibilities will reside with the generator;
- Access to existing communications capabilities;
- Site access, badges (HSPD-12), and security services;
- Site access training; and
- Provision of data, information, analyses and/or other documentation.

Additionally, the Contractor will be expected to interface with an environmental characterization contractor tasked with responsibility for independently verifying that decommissioning criteria have been met at the completion of activities described in this Contract (e.g., third-party remedial QA contractor for FSSU release). Once the Contractor has excavated soils from a survey unit, and confirmed that the area has met Decommissioning Plan and/or RCRA closure requirements, the Contractor shall allow the environmental characterization contractor(s) safe access to the survey unit for independent verification. In the event that a survey unit is determined to have failed the final status survey or RCRA verification process, the Contractor shall conduct additional remediation, as required to meet the requirements of the PWS.

In the event of a dispute between the Contractor and other DOE contractors, the DOE Contracting Officer shall serve as the point of contact for resolution of claims.

#### **C.2.17.6 Taxes and Insurance**

The Contractor shall obtain liability insurance to cover NYSERDA staff and actions on the site (past policies limits were \$5,000,000).

### **C.3 SAFEGUARDS AND SECURITY (SAFE AND COMPLIANT BASE OPERATIONS)**

The Contractor shall administer the S&S Program in accordance with the DOE directives, and site-specific S&S Security Plans and procedures approved by the EM Officially Designated Federal Security Authority (ODFSA).

The objectives of the Contractor S&S program shall be to incorporate a risk-based approach to protect assets and activities against the consequences of attempted theft, diversion, terrorist attack, industrial sabotage, radiological sabotage, chemical sabotage, biological sabotage, espionage, unauthorized access, compromise, and other acts that may have an adverse impact on national security, the environment, or pose significant danger to the health and safety of DOE Federal and contractor employees or the public, in accordance the DOE Design Basis Threat (DBT).

To meet these objectives, the Contractor shall ensure that sufficient personnel are appointed/assigned to implement the following S&S topic areas, consistent with applicable DOE directives and requirements:

#### **S&S Program Planning**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- ODFSA approved S&S plans and procedures,
- Security conditions (SECON) program,
- Performance assurance program, and
- Survey, review and self-assessment program.

### **S&S Program Management Operations**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- Foreign ownership, control, or influence (FOCI) program,
- Facility clearance and registration of S&S activities,
- S&S awareness training program,
- Control of classified visits program,
- S&S training program,
- Restrictions on the transfer of security funded technologies program, and
- Process for requesting exemptions and equivalencies for S&S programs.

### **Protective Force (ProForce) Operations**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- Management,
- Training,
- Duties,
- Weapons and munitions,
- Facilities and equipment, and
- Performance testing

### **Physical Protection**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- Physical protection planning,
- Security areas,
- Prohibited and controlled articles,
- Posting notices,
- Security locks and keys,
- Barriers,
- Secure storage,
- Entry and exit screening, and
- DOE security and local site-specific badge program.

### **Insider Threat Program (ITP)**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- Develop and Maintain an ITP to deter, detect, mitigate, analyze, and respond to insider threats,
- Fulfills and maintain consistency with
  - National Insider Threat Policy and,
  - Minimum Standards for Executive Branch Insider Threat Programs.
- Develops methodology to identify and deter insider threats,
- Ensures legal, civil and privacy rights and civil liberties are preserved and protected,
- Integrates insider threat related policies, procedures, and resources,
- Identification, collection, and processing of data required to identify and address insider threats;
- Coordinates insider threat analysis, response and mitigation actions with appropriate law enforcement agencies, DOE intelligence, security, legal counsel, inspector general, human capital and other cognizant organizations,
- Establishes, maintains, and conducts training or awareness activities to ensure all cleared Federal and contractor employees are informed of their responsibilities and provided required information related to the ITP.

#### **Information Security and Classification**

The Contractor shall develop, submit for ODFSA's Federal Classification Officer approval, and maintain an integrated plan that incorporates how the Contractor will comply with Information Security and Classification requirements, that include (see Section J, Attachment J-4, *Contract Deliverables*):

- General requirements, handling and protection, marking, accountability, classified information in use, storage, reproduction, transmission and receipt, and destruction,
- Ensuring foreign government information is protected,
- Release or disclosure of US classified information to foreign governments,
- Disclosure and release in emergency situations, and
- Operations Security programs to ensure protection of critical information.

The Contractor shall ensure a contractor classification officer is designated to administer the classification program and monitor classifications programs under its cognizance.

#### **Controlled Unclassified Information (CUI)**

The Contractor shall develop, submit for DOE approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- CUI applicability,
- Identification,
- Marking,
- Communication,
- Safeguarding,
- Training,
- Access and sharing,

- Dissemination,
- Decontrol,
- Destruction,
- Equivalency and exemptions, and
- Misuse.

### **Personnel Security (PerSec)**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- Cleared and uncleared issuance of Homeland Security Presidential Directive (HSPD) 12 badges,
- Access authorizations,
- Human reliability,
- Control of classified visits, and
- S&S awareness training program.

### **Foreign Visits and Assignments (FVA&A)**

The Contractor shall develop, submit for ODFSA approval, and maintain an integrated plan that incorporates how the Contractor will comply with (see Section J, Attachment J-4, *Contract Deliverables*):

- Sponsor program management and administration,
- Counterintelligence requirements,
- Export controls and technology transfer,
- Security plan requirements, and
- Approval, periodic assessments, and reporting.

The Contractor shall ensure that all S&S personnel appointed/assigned to perform the duties listed above have appropriate access authorization, requisite knowledge, experience, qualifications, required equipment, and information technology resources. The Contractors shall ensure these personnel are not assigned other tasks that have the potential to impact the performance of their S&S duties.

The Contractor shall ensure that interfaces and necessary interactions between S&S programs and other disciplines such as other site contractor(s), off-site response, safety, emergency management, classification, counterintelligence, facility operations, cyber operations, and business and budget operations including property management are clearly identified, defined, documented, and approved.

## **C.4 SITE OPERATIONS, MAINTENANCE, AND UTILITIES (SAFE AND COMPLIANT BASE OPERATIONS)**

The desired outcome for Site Operations and Maintenance is to maintain nuclear and non-nuclear operational and surplus facilities, and inactive waste disposal areas in a safe, regulatory compliant, energy efficient, and cost-effective manner in accordance with State and Federal requirements, approved authorization basis, and regulatory permit requirements (See also Section H Clause entitled, *Real Property Asset Management*).

#### **C.4.1 Site Operations and Maintenance**

The Contractor shall perform day-to-day operations, maintenance, and repair of all designated facilities, systems, and equipment including, but not limited to, responding to service calls, emergencies, day-to-day systems operation, preventive maintenance, and minor alterations to site operations or conditions. The operational and surplus facilities to be maintained in a safe and compliant configuration are listed in Exhibit C-1, *Facility Description and Status*. In addition to site utilities, systems requiring maintenance are expected to include, but may not be limited to:

- Heating, ventilation, air conditioning and refrigeration systems (HVAC&R);
- Energy management control systems (EMCS);
- Fire alarm/suppression systems (including fire-suppression supply lines and water storage components);
- Backup generators/Uninterruptible Power Supply (UPS);
- Interior building finishes;
- Interior and exterior lighting;
- Exterior walls, windows, and signage; and
- Moisture protection and roofing.

#### **C.4.2 Roads and Grounds Services**

The Contractor shall provide all grounds keeping services on an appropriate seasonal basis. Services are to include green space maintenance (grass cutting, trimming, planting); walkway, road, and parking lot repairs; snow plowing and removal, salting/sanding, and other general site maintenance as necessary to minimize incursion of wildlife into the populated areas of the site, and provide for the health, safety and well-being of employees and visitors to the site.

#### **C.4.3 Janitorial Services**

The Contractor shall provide janitorial services necessary to keep and maintain a safe and healthful environment for employees and visitors to the site and the AOC offices.

#### **C.4.4 Site Utility Services**

The Contractor shall provide utility services to all site facilities. The Contractor shall operate and maintain at all times all operating utility systems until they are no longer required.

The Contractor shall take utilities out of service as necessary to support site footprint reduction to support end-state completion. The Contractor may transition utility services as necessary to more effectively or efficiently operate facilities as the site footprint diminishes. The Contractor shall strive to minimize cost of this transition in utilities and maximize efficiency as it relates to the WVDP mission. Any requests for utility upgrades or improvements for needs not related to performance of the contract scope will be addressed on a case-by-case basis.



The Contractor shall ensure compatibility with the maintenance and operational standards of the organization providing utility services to the site boundary. The Contractor shall procure electric power, natural gas, and natural gas transportation through an established Government contract. The Contractor is responsible for the daily management of these services including, but not limited to, ordering, receiving invoices, validation of invoices, and payment of invoices. The Contractor is responsible for the accurate monitoring and reporting of site utility usage.

Utility systems requiring maintenance are expected to include, but may not be limited to:

- Electrical distribution system;
- Natural gas distribution system;
- Potable water treatment and distribution system;
- Storm-water culverts and piping systems;
- Sanitary sewer piping systems;
- Miscellaneous utility and data systems; and
- Wastewater (including both radiological and industrial) treatment system, including ponds and lagoons.

#### **C.4.4.1 Operation and Maintenance of the Site Potable Water System**

The Contractor shall continue the safe operation and maintenance of the site potable water system. The potable water system must be maintained and operated in compliance with NYCRR 10, Part 5. The potable water treatment system was constructed in 2016 and resides in a 24-foot by 24-foot modular construction pre-engineered metal building. The system services approximately 250 personnel with approximately five service connections and provides a raw water supply to the existing storage tank 32D-1 (used for fire suppression and industrial/utility uses). The raw water supply comes from two water withdrawal wells that are located in close proximity to the potable water treatment system building. There are two sentinel wells downstream of the site potable water system that are monitored in accordance with WVDP Standard Operating Procedure (SOP) 573.

#### **C.4.4.2 Operation and Maintenance of the Site and Ashford Office Complex Data Center**

The Contractor shall continue safe operation and maintenance of the equipment in the onsite and AOC data centers. The onsite data center (See Facility 182) is housed in a constructed pre-engineered metal building and the AOC data center is housed in the AOC central server room. The Contractor shall communicate all proposed changes to either data center to DOE for approval.

#### **C.4.5 Operation and Maintenance of the Reservoir, Spillway, and Rail Line**

The Contractor shall operate and maintain the site reservoir, auxiliary and emergency spillways, dams and all appurtenant structures in a safe condition at all times. The Contractor shall repair and maintain the reservoir, spillway system, and dam structures to ensure full functioning of the

site water system, ensure integrity of the WNYNSC Class 1 railroad line supported by the dams, and eliminate overtopping of the dams. Improvements should be designed to ensure continued functioning of the system for 20 or more years. Such repair may entail 1) dredging of the channel connecting the two reservoirs; 2) repair of access road drainage features and dam groin areas; 3) maintenance and operation of the auxiliary and emergency spillways and primary outfall; 4) maintain the intake of the 18-foot diameter culvert under the railroad tracks near Dam 1 (including headwall reinforcement); and 5) design and installation of erosion control improvements to prevent erosion of the spillway toe, effusion of the outfall area, and erosion or scouring damage of any other susceptible areas.

The Contractor shall monitor, inspect, and maintain (to Class 1 Rail Standards) the segment of the Rail Spur that extends from the FRS Building to the main Buffalo & Pittsburgh (B&P) railroad line located south of the WNYNSC to ensure it remains operational for the transporting of waste generated during the WVDP Phase 1B D&D and Soil Remediation Contract. The Contractor shall follow DOE Order 437.1, *Bridge and Tunnel Management* as applicable to the site rail system. The Rail Spur runs for approximately 8,000 feet to the southeast from the FRS Building to where it connects with the main railroad line located south of the WNYNSC (See Facility 105). The northern 1,500 feet of the Rail Spur and a 100 feet long rail siding is located within WMA 6.

#### **C.4.5.1 Reservoir, Spillway, and Rail Line Modifications**

The Contractor shall conduct an evaluation of the long-term management of the reservoir, spillway, and rail line and provide a recommendation to DOE and NYSERDA. The rail line configuration near WMA 1 may require reconfiguration in preparation of the WMA 1 remediation. The Contractor shall ensure the rail configuration is adequately sized to support Phase 1B waste shipments. The Contractor shall implement the reconfiguration as approved by DOE. DOE and NYSERDA shall approve all designs prior to implementation (see Section J, Attachment J-4, *Contract Deliverables*). The Contractor shall implement the reconfiguration as approved by DOE. DOE and NYSERDA shall approve all designs prior to implementation.

#### **C.4.5.2 Dam System Modifications**

The Contractor shall implement modifications, renovations, and/or improvements as directed by task order.

#### **C.4.6 WMA 1 Operation, Maintenance, and Replacement**

The Contractor shall operate, maintain, and renovate, where required, the waste management, utility, and site-operations facilities throughout the period of performance and in a manner that allows remaining site features (post remediation) to be managed and operated to support future Phase 2 planning.

##### **C.4.6.1 Operation and Maintenance of the Site Fire Fighting System**

The Contractor shall operate and maintain the site's fire fighting infrastructure capability including the existing Fire Pump House, Water Storage Tank 32D-1, and the underground fire

main loop around the MPPB. The Contractor shall operate and maintain the site fire fighting system (or its replacement).

#### **C.4.6.2 Replacement of the Site Fire Fighting System**

The Contractor shall modify the fire suppression system in order to relocate fire protection infrastructure outside of the area of the planned removal of the MPPB, Vitrification Facility (VF), WMA 2 facilities, and the associated underlying soil excavation. This replacement/reconfigured fire protection infrastructure shall continue to meet site fire protection requirements for site facilities remaining after the completion of the Phase 1B D&D and Soil Remediation Contract with a design life of at least 20 years or more. Once the new fire protection infrastructure is in place, and the original infrastructure will no longer be needed, the Contractor shall demolish the original fire protection infrastructure (see Section C.9.1.6) and process, package, and dispose of all waste at offsite disposal facilities.

#### **C.4.6.3 Operation and Maintenance of the Low-Level Radiological Waste Treatment System**

The Contractor shall operate and maintain the current WVDP Low-Level Radiological Waste Treatment System (LLRWTS) and lagoons until its use is no longer required for WVDP operations. The LLRWTS is used to treat low-level wastewater prior to discharge through a SPDES permit. The LLRWTS includes four holding lagoons (2-5), the Old Interceptor, the New Interceptors, the Neutralization Pit, a Low-Level Waste Treatment Building (LLW2), and associated treatment skids, equipment, and piping.

Influents to the LLRWTS include low-level wastewater from the site facilities including the NDA Interceptor Trench and Waste Tank Farm (WTF) Dewatering Well, precipitation, and surface water and groundwater that enters Lagoon 2. The Contractor shall address the treatment of these influents, which are currently estimated at five million gallons per year that are produced at a relatively constant rate. These influents may be treated using the existing skids in the LLW2 in a batching process.

The Contractor shall be responsible to obtain any necessary modifications to the WVDP SPDES permit for the LLRWTS during performance of the Contract. The Contractor shall support the DOE throughout the permit modification review and approval process with the NYSDEC Water Division as specified in Section C.2.2, Environment, Safety, Health and Quality Assurance Program. Because the Lagoons are also identified as Solid Waste Management Units, the Contractor shall be required to support any discussions and coordination that may be required by the site regulators. If required, the Contractor shall prepare a NESHAP evaluation for radiological airborne emissions resulting from alterations to the WVDP wastewater management system.

#### **C.4.6.4 Replacement of the Low-Level Radiological Waste Treatment System**

The LLRWTS will be removed during this WVDP Phase 1B D&D and Soil Remediation Contract (see Section C.9.3), the Contractor shall propose a replacement low-level wastewater

treatment or water management system for the future treatment of WVDP low-level wastewater that may be generated from sources such as the NDA Interceptor Trench and WTF Dewatering Well. The Contractor shall demonstrate to and obtain approval from DOE that the proposed replacement treatment system will provide a suitable mechanism to safely and economically treat and disposition low-level radioactive wastewater from a life-cycle perspective (i.e., as long as low-level liquid wastewater management is necessary at the WVDP). The Contractor shall install /construct the replacement as approved by DOE. The Contractor shall ensure compliance with all regulatory requirements for discharge under SPDES permits, regardless of the system used.

#### **C.4.7 Operation and Maintenance of Vitrified Tank Waste Canister Storage**

The Contractor shall operate and maintain the Vitrified Tank Waste (VTW) Canister Interim Storage Facility (Facility 180) located on the south plateau of the WVDP in accordance with applicable site procedures. This facility is a 110 foot by 144-foot concrete pad enclosed by a security fence that is used to store 56 vertical concrete storage casks, each of which contains another multi-purpose canister that physically protects and stabilizes up to five canisters of VTW per cask. The five canisters in each cask contain high-level wastes (HLW) vitrified from high-level sludges extracted from the on-site tank farm facility. This canister-storage facility is also known as the HLW Canister Storage Facility in WVDP-specific policies and procedures (termed VTW in this document to educate the reader on the nature of the waste form).

The Contractor shall operate and maintain the VTW Canister Interim Storage Facility in accordance with site policy and procedures until a permitted or licensed waste-disposal option becomes available.

#### **C.4.8 Operation and Maintenance of Construction and Demolition Debris Landfill**

The Contractor shall monitor and maintain the Construction and Demolition Debris Landfill (CDDL). The Contractor shall monitor and maintain the earthen cover overlying the CDDL, the surface water drainages surrounding the CDDL, and the groundwater-monitoring network at the CDDL according to site procedures.

The CDDL is a 1.5-acre area used from 1963 through 1984 for the disposal of non-radioactive construction, office, and facility debris generated during site operations. The CDDL was closed in 1986 in accordance with 6 NYCRR 360 regulations and covered with a 2 feet thick compacted soil and topsoil cover. The waste in the CDDL is expected to be radiologically impacted by groundwater from the North Plateau Groundwater Plume. Historically, trace amounts of volatile organic compounds (VOC) have been detected in leachate and groundwater from the CDDL; no recent off-site discharges of VOC-impacted water have been recorded.

#### **C.4.9 WMA 5 Operation, Maintenance and Renovation**

The Contractor shall operate, monitor, and maintain Remote Handled Waste Facility (RHWF), Lag Storage Addition 3 (LSA 3) and Lag Storage Addition 4 (LSA 4) LLW and TRU waste storage facilities. The Contractor shall maintain and operate the RHWF and supporting waste-

storage and sorting facilities (i.e., LSA 3, LSA 4, the Shipping Depot, Container Sorting and Packaging Facility [CSPF], and Waste Packaging Area [WPA]) for waste processing and packaging, until all waste is dispositioned. Once a pathway for the disposal for WVDP-TRU (GTCC-like) waste (~~here in referred to as WVDP TRU waste~~) is identified, the RWHF will be used to perform the safe, cost effective and efficient characterization, processing, packaging, transportation, and disposal of all remaining legacy waste.

#### **C.4.10 Waste Tank Farm Operation and Maintenance**

The desired outcome is the continued safe operation and maintenance of Permanent Ventilation System (PVS) and Tank and Vault Drying System (T&VDS) located in the PVS Building in the Waste Tank Farm. The Contractor shall also monitor and maintain in a safe configuration Tanks 8D-1, 8D-2, 8D-3, and 8D-4 and Waste Tank Farm support facilities such as the Supernatant Treatment System (STS) Support Building until final disposition.

The PVS provides ventilation and HEPA filtration for Tanks 8D-1, 8D-2, 8D-3, and 8D-4 and their vaults in the Waste Tank Farm and the Valve Aisle in the Supernatant Treatment System Support Building. The T&VDS is a rotary desiccant air dryer system that was initially used to evaporate liquids in the four tanks and their associated vaults and currently maintains a low relative humidity in the tanks and vaults to reduce the potential effects of corrosion on the 8D-1 and 8D-2 carbon steel tanks.

The Contractor shall operate, inspect, maintain, and repair all systems required for the continued operation of the PVS and T&VDS. The PVS and T&VDS shall be operated 24 hours per day, along with all necessary utility and support systems. The Contractor shall continue to eliminate and/or control surface-water infiltration into the Waste Tank Farm. Groundwater infiltration into the subsurface tank vaults is minimized by a groundwater extraction well that commonly discharges to the LLRWTS. The Contractor shall maintain this dewatering system throughout the performance period, respective of the WMA 2 disposition.

#### **C.4.11 Facility/System Reconfiguration or Replacement**

The Contractor shall reconfigure, renovate, construct, and/or replace facilities as needed to accommodate waste disposition and D&D work activities.

### **C.5 PERMEABLE TREATMENT WALL MANAGEMENT (SAFE AND COMPLIANT BASE OPERATIONS)**

The desired outcome is the safe and regulatory compliant management of the Permeable Treatment Wall (PTW). The Contractor shall continue the safe and regulatory compliant operation, management, monitoring, and maintenance of the PTW (See Facility 158 on Drawing 913-D-0003, Sheets 1 and 2) and the associated Soil Containment Structure (See Facility 159) and Smart Ditch in accordance with:

- WVDP-512 - North Plateau PTW Performance Monitoring Plan;

- WVDP-516 - North Plateau PTW Protection and Best Management Plan; and
- WVDP-520 - North Plateau PTW S-09 Storm Water Discharge Outfall and Parshall Flume Lagoon 3 Embankment Operations and Maintenance Plan.

The PTW is an 850-foot long, 3-foot-wide, and 19 to 30-foot-deep subsurface trench filled with the natural zeolite clinoptilolite that passively removes Sr-90 by ion exchange from the North Plateau Groundwater Plume. Maintenance actions shall be performed as necessary, to maintain PTW performance goals. The Contractor shall execute routine monitoring per site plans and compile quarterly monitoring summaries, annual monitoring reports, and five-year comprehensive performance reports for DOE review and acceptance (see Section J, Attachment J-4, *Contract Deliverables*).

The previous site contractor investigated areas that show degradation of PTW performance and provided recommendations to sustain the performance. The Contractor shall build upon that work and develop a corrective action plan that details remedial actions to be implemented to mitigate known breakthrough and plans that would be implemented in the event of a breakthrough of Sr-90 activity through the PTW resulting from the depletion off the ion-exchange media.

#### **C.6 U.S. NRC LICENSED DISPOSAL AREA (SAFE AND COMPLIANT BASE OPERATIONS)**

The desired outcome is the safe and regulatory compliant monitoring, operation, and maintenance of the NRC Licensed Disposal Area (NDA). The Contractor shall monitor, maintain and operate the facilities at the NDA, including the disposal area, the NDA Interceptor Trench, geomembrane cover, subsurface groundwater barrier wall, erosion controls, surface-water routing features, leachate transfer line, and groundwater-monitoring network in a safe and regulatory compliant manner.

The NDA is a near-surface radioactive waste disposal facility located in WMA 7 and approximately 400-feet wide by 600-feet long. The NDA is divisible into three distinct areas: (1) the NFS waste disposal area containing shallow special holes and deep burial holes, (2) the WVDP disposal trenches and caissons, and (3) the area occupied by the NDA Interceptor Trench. Other structures and facilities include the NDA Hardstand, an inactive plant water line, a leachate transfer line from the Interceptor Trench to the LLRWTS, and a former lagoon located beneath the former Interim Waste Storage Facility floor slab. The NDA was operated by NFS under license from the NRC for disposal of solid radioactive waste exceeding 200 mrem/h from fuel reprocessing operations.

The Contractor shall monitor, operate, maintain, and repair the facilities at the NDA in accordance with site procedures. The NDA components are detailed below.

### **NDA Interceptor Trench**

The NDA Interceptor Trench was installed after groundwater contaminated with tributyl phosphate, n-dodecane, and several radionuclides was detected in a well in the NDA. The purpose of the trench was to intercept potentially contaminated groundwater migrating from the NDA. The trench is located on the northeast and northwest boundaries of the disposal area. The base of the trench extends to a minimum of one foot below the contact of the weathered Lavery till with the unweathered Lavery till. The trench is drained by a perforated pipe that directs accumulated water to a collection sump (NDATR). The collection sump has a submersible pump to transfer groundwater to the LLRWTA in WMA 2 for treatment and release through a SPDES-permitted outfall.

The Contractor shall monitor, operate, and maintain the NDA Interceptor Trench in accordance with site procedures.

### **Groundwater Barrier Wall (Slurry Wall)**

In July 2008, a subsurface groundwater barrier wall was installed on the southwest and southeast sides of the NDA to minimize groundwater migration into the disposal area. This barrier wall is a soil-bentonite slurry wall with a maximum hydraulic conductivity of  $1E-07$  cm/s that is keyed at least five feet into the underlying unweathered Lavery till. The slurry wall is approximately 850 feet long, three feet wide, and is 15 to 20 feet deep.

The Contractor shall repair the groundwater barrier wall at the NDA, if required.

### **Geomembrane Cover**

In the fall of 2008, the NDA was covered with XR-5, an ethylene inter-polymer alloy geomembrane, to limit infiltration of precipitation into the disposal area. Prior to the installation of the XR-5 geomembrane, imported backfill was placed on the surface of the NDA and the surface was graded to form a suitable foundation for the installation of the XR-5 geomembrane.

The Contractor shall monitor, maintain and repair the Geomembrane Cover in accordance with site procedures.

### **Leachate Transfer Line**

The leachate transfer line is a two-inch diameter polyvinylchloride pipeline that runs along the northeast and northwest sides of the NDA, and continues northward across WMA 6, eventually discharging into Lagoon 2 in WMA 2. It was originally used to transfer liquids from the SDA lagoons via a pump house next to the NDA hardstand, to Lagoon 1. The total length of the line is 4,000 feet. The section of the transfer line from the SDA to the interceptor trench sump is inactive and the two ends are capped. The section of the line from the northeast corner of the NDA to Lagoon 2 is currently used to transfer groundwater from the NDA interceptor trench sump.

The Contractor shall monitor, operate, maintain, and repair the active extent of the NDA Leachate Transfer Line in accordance with site procedures.

### **C.7 LEGACY WASTE DISPOSITION**

The desired end state includes the identification of a pathway for disposal for WVDP-TRU (GTCC-like ~~(or WVDP-TRU waste)~~) waste, and the safe, cost effective and efficient characterization, processing, packaging, transportation and disposal of all remaining legacy waste.

Consistent with the requirements of the Waste Management Program (see Section C.2.2.5 Waste Management), the Contractor shall manage, characterize, store, process, package, transport, and dispose of all remaining legacy waste. The Contractor shall assist DOE in evaluating obtaining disposal-site alternatives (e.g., cost/benefit analyses, NEPA documentation), especially for WVDP-TRU, MTRU, (GTCC and WVDP-TRU-like) waste. The Contractor shall ensure operation of storage and treatment areas or facilities, and comply with all permits, orders, and regulatory requirements.

As noted in Section C.4.9, the Contractor shall maintain the RHWF, LSA 3, and LSA 4 including the Shipping Depot, CSPF, and WPA for waste processing and packaging until all waste is dispositioned. Prior to the disposition of legacy waste, the Contractor shall provide safe, cost effective and efficient storage of waste. Upon disposition of the legacy waste, the Contractor shall demolish and remove the RHWF, LSA 3 and 4, and process, package, transport, and dispose of at offsite waste disposal facilities in accordance with Section C.9.2.2.2.

### **C.8 WASTE TANK FARM DISPOSITION**

The Waste Tank Farm includes four underground tanks (Tanks 8D-1, 8D-2, 8D-3, and 8D-4) and their associated concrete vaults, the PVS Building, the STS Support Building, STS vessels and contents in Tank 8D-1, the T&VDS, the High-Level Waste Transfer Trench, and various process piping, ventilation piping, and tank superstructures.

The WTF tanks are isolated to prohibit addition of additional liquids. Tanks 8D-1, 8D-2, and 8D-3 and their vaults are currently dry. Tank 8D-4 contains an estimated 2,500 gallons of liquid and 1,060 gallons of sludge/solids at the bottom of the tank. The HLW Transfer Trench contains HLW transfer lines, waste header lines, and condensate header lines from the Waste Tank Farm to the former Vitrification Facility. All lines within the HLW Transfer Trench have been isolated and capped. Water infiltration into the underground tank vaults has been mitigated.

The desired outcome is the safe and regulatory compliant removal and offsite disposal of the HLW mobilization pumps, transfer pumps, and suction pumps from Tanks 8D-1 and 8D-2; the liquid and sludge/solids in Tank 8D-4; and the HLW transfer lines, waste header lines, condensate header lines from the High Level Waste Transfer Trench, and tank superstructures. These lines are approximately 3,000 linear feet in total length.



### **C.8.1 Tank 8D-1**

The Contractor shall characterize, remove, process, package, transport, and dispose of at offsite disposal facilities the five (5) HLW mobilization pumps, one (1) HLW transfer pump, and one suction pump in Tank 8D-1. These components were used historically to mobilize and transfer zeolite used in the STS process from the floor of Tank 8D-1 to the WVDP VF for vitrification. After the pumps have been removed and access points sealed, the Contractor shall monitor and maintain Tank 8D-1 and its STS equipment in a safe configuration (see Section C.4.10).

Note that Tank 8 D-1 was not used by Nuclear Fuel Services (NFS) to store high-level radioactive liquid waste during reprocessing. However, Tank 8D-1 was used by the WVDP to house the STS equipment used to process the supernatant and sludge wash solutions from Tank 8D-2 (see Facility 114). The STS equipment in Tank 8D-1 includes four (4) ion-exchange columns filled with Cs-137 loaded zeolite, the supernatant feed tank, sluice feed tank, supernatant cooler, STS prefilter, and STS postfilter. This equipment shall remain in Tank 8D-1 during this contract period. Total estimated inventory remaining in Tank 8D-1 is 230,000 Ci with Cs-137 comprising nearly 100% of the total inventory.

### **C.8.2 Tank 8D-2**

The Contractor shall characterize, remove, process, package, transport, and dispose of offsite the four (4) HLW mobilization pumps, one (1) HLW transfer pump, and one suction pump in Tank 8D-2. These pumps were used to mobilize and transfer HLW and spent zeolite from Tank 8D-2 to the WVDP VF for vitrification. After the removal of the pumps and access points sealed, the Contractor shall monitor and maintain Tank 8D-2 in a safe configuration (see Section C.4.10).

Tank 8D-2 was used to store neutralized PUREX HLW generated during its spent nuclear fuel reprocessing operations (see Facility 115). After STS operations were completed, the WVDP transferred most of the PUREX waste in Tank 8D-2 to the VF for vitrification into borosilicate glass from 1996-2002. Total estimated inventory remaining in Tank 8D-2 is 167,000 Ci with Cs-137 comprising approximately 72% of the total.

### **C.8.3 Tanks 8D-3 and 8D-4**

Tanks 8D-3 and 8D-4 are 16,000-gallon stainless steel tanks housed in a common concrete vault (See Facilities 116 and 117). Tank 8D-4 was used to store acidic HLW generated during a single THOREX reprocessing campaign. The WVDP transferred this waste to Tank 8D-2 for transfer to the VF for vitrification. The liquid and sludge/solids currently in Tank 8D-4 originated from the submerged bed scrubber in the VF. Tank 8D-4 currently contains 2,500 gallons of liquid and 1,060 gallons of sludge/solids at the bottom of Tank 8D-4 with a total inventory of 90 PE-Ci.

Tank 8D-3 was used by the WVDP to store condensate from HLW Vitrification and is now empty; the tank contains a total radionuclide inventory less than 1PE-Ci. The transfer pumps in Tanks 8D-3 and 8D-4 and equipment inside the 8D-4 pump pit have been removed.

The Contractor shall monitor and maintain Tank 8D-3, Tank 8D-4, and their common concrete vault in a safe configuration (see Section C.4.10).

### **Tank 8D-4 Waste Removal**

The Contractor shall perform removal, processing, packaging, characterization, transportation, and offsite disposal of approximately 3,560 gallons of liquid and sludge/solids at the bottom of Tank 8D-4. After the liquid and sludge/solids have been removed from Tank 8D-4, the Contractor shall remove and dispose of any equipment, facilities and/or hardware used in connection with the liquid and sludge/solids removal, processing, packaging, characterization, and transportation.

### **C.8.4 High Level Waste Transfer Trench Piping Removal**

The desired outcome is the safe and regulatory compliant removal, processing, characterization, packaging, and offsite disposal of the HLW transfer piping, waste header lines, and condensate header lines and associated equipment located within the HLW Transfer Trench. The Contractor shall dispose, at an offsite facility, all double-walled HLW transfer piping, waste header lines, and condensate header lines and associated equipment located within the HLW Transfer Trench. In addition, the Contractor shall remove, process, package, and dispose of offsite all equipment remaining in HLW Pump Pits 1, 2, 3, 4, 5, and 6.

The High Level Waste Transfer Trench was used to convey waste from the WTF to the VF (See Facility 19). The trench is approximately 500 feet long, 6 to 20 feet wide, and 6 to 9 feet high and it contains six piping runs with approximately 3,000 linear feet of double-walled stainless steel HLW transfer, waste header, and condensate header piping.

Once the piping has been removed from the HLW Transfer Trench, the Contractor shall perform a remedial action survey inside the empty trench to establish the radiological status of the trench after removal of the piping as required by the CSAP. The concrete High Level Waste Transfer Trench structure will remain in place at the end of this contract.

## **C.9 FACILITY DISPOSITION**

The desired outcome is the safe and regulatory compliant completion of the D&D activities described in the Phase 1 DP, including the demolition of the MPPB. Phase 2 activities may be incorporated as regulatory evaluation is completed. All waste, debris, and excavated soil generated during these demolition and soil excavation activities shall be processed, packaged, characterized, transported, and disposed of at offsite disposal facilities. Exhibit C-1, *Facility Description and Status* and the reference library provides information regarding facility type (e.g., HAZCAT 3, etc.), current permitting status, and facility construction.

The near-grade to subgrade facility demolition and soil excavation scope is organized in geographical areas, referred to as Waste Management Areas (WMA) as defined in the Phase 1 DP. WMAs are organized around common facilities such as the MPPB and VF, the LLRWTS,

the Waste Tank Farm, disposal areas, and other site support areas. (The near-grade portions of the MPPB include all structures or building remnants remaining after the completion of the current Phase 1A contract.) Consistent with and in addition to the detailed scope and requirements elsewhere in this Section C, the Contractor shall complete any deactivation, decontamination, and decommissioning required for the safe demolition of the remaining portions of the MPPB, VF, and associated ancillary facilities. This shall include the Contractor's preparation of demolition plan(s) and excavation plan(s) that describe methods to accomplish the removal, packaging, characterization, transport, and offsite disposal of the following waste streams (see Section J, Attachment J-4, *Contract Deliverables*):

- Near-grade and subsurface remnants of the MPPB and VF;
- Surface and subsurface soils within the proposed WMA 1 excavation, including the source area of the North Plateau Groundwater Plume, underground piping, and foundation piling underlying the MPPB;
- Surface and subsurface soils within the proposed WMA 2 excavation as per the Phase 1 DP; and.
- Site ancillary facilities (Balance of Site Facilities).

### **Deactivation**

In support of the hazard reduction objectives of deactivation, the Contractor shall ensure the facilities are in a safe configuration and demolition ready. The criteria for deactivation is successful removal of nuclear materials in facilities in a manner that precludes potential criticality conditions (i.e., Criticality Incredible (CI)) and ensures the resulting demolition waste meets available off-site waste disposal waste acceptance criteria (WAC).

The Contractor shall complete deactivation activities by removing hazardous equipment and materials, fissile materials and equipment, and other items necessary to leave a facility in a demolition-ready state including, but not limited to, the following:

- Evaluation and determination of the need for the continued safety requirements for monitoring and/or maintaining systems;
- Deactivation and/or verification activities, per DOE Order 420.1, *Facility Safety* and contractor safety basis documentation; and
- Removal of fire loading from each facility scheduled for demolition and removal.

### **C.9.1 Main Plant Process Building and Vitrification Facility (WMA 1) Below Grade Demolition**

The desired outcome is the safe and regulatory compliant demolition, removal, waste processing, packaging, offsite transportation and disposal of the remaining portions of the MPPB, Vitrification Facility (VF), underground piping, underground tanks, contaminated soils, and foundation pilings. This also includes the removal of all ancillary facilities, pads, and foundations, which are described in Section C.9.1.4.

### C.9.1.1 Main Plant Process Building and Vitrification Facility Demolition and Excavation

The Contractor shall demolish and remove the near-grade and subgrade components of the MPPB; then process, package, transport, and dispose of waste at offsite waste disposal facilities. During the process of demolition, the Contractor shall minimize the generation of difficult to dispose of waste streams, such as TRU, WVDP-TRU (GTCC-like), and MLLW, and shall prevent the spread of radioactive contamination from all exposed surfaces. The Contractor shall submit a demolition and excavation plan outlining means and methods that describes their demolition and remedial approach for DOE review and approval (see Section J, Attachment J-4, *Contract Deliverables*). The plan will be subject to review and comment of certain regulatory agencies. The Contractor will be expected to respond to regulatory agencies concerns and obtain DOE approval prior to commencement of demolition operations.

Several near-grade and subsurface portions of the remaining MPPB will contain reinforced concrete walls which may be up to six feet thick (with an average thickness of four feet) and floors up to five-foot thick around former process cells. A few process cell walls are composed of high-density concrete. The MPPB is supported by approximately 460 driven steel H-piles that have a maximum length of 70 feet.

The vast majority of the process piping and equipment will behave been removed in the former processing cells due to previous Phase 1A efforts. Legacy utility and pipe stubs (electrical, water, air, and steam lines) within floors and subsurface walls are expected to be in place, but isolated and inactive. The Contractor shall verify that all piping and utilities have been isolated, are inactive, and openings secured with foam filler (or alike).

MPPB near-grade and sub-grade structures requiring demolition and disposal include:

- Liquid Waste Cell (LWC),
- General Purpose Cell (GPC),
- GPC Crane Room (GCR),
- GPC Operating Aisle (GOA),
- Miniature Cell and airlock (MC),
- GPC Crane Room Extension (GCRE),
- North Stairwell floor,
- Equipment Decontamination Room (EDR) Soaking Pit and subsurface grouted base,
- Off Gas Trench,
- Tanks (12-35104, 13-D7, & 15-D6),
- Vitrification Melter Pit,
- Off Gas Blower Room (OGBR),
- Uranium Load Out (ULO),
- Head-End Ventilation (HEV) Building,
- Process Mechanical Cell (PMC) (including grouted floor and plate-steel table),

- Lower Warm Aisle (LWA) and Pump Niches,
- Chemical Process Cell floor (including grouted bases of HLW Interim Storage racks),
- Fuel Receiving and Storage (FRS) Facility Main Pool and Cask Unloading Pool, and
- FRS Transfer Tunnel.

These cells/rooms extend to depths of 11 to 50 feet with the base of the LWC at 11 feet, the GPC at 31 feet, and the Fuel Receiving and Storage Facility Cask Unloading Pool at a maximum depth of 50 feet.

Nine vessels are present in the LWC (the tanks will be removed during the current Phase 1A actions). Three tanks (12-35104, 7D-13, and 15D-6), along with supporting piping and equipment, are located below grade outside of the MPPB. All vessels and tanks have been emptied and stabilized with grout, foam, or fixative and shall be removed as LLW during demolition of the MPPB.

### **Vitrification Facility Below Grade Demolition and Excavation**

The VF was demolished down to a Plant Elevation of 100 +/-3 feet. The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities all of the near-grade and below-grade structures of the VF, including all grout and/or gravel backfill that may be present within these structures.

Remaining VF structures include radioactively contaminated sub-grade structures and piping below a Plant Elevation of 100 feet, concrete floor slabs at Plant Elevation 100 feet, stainless steel liners covering portions of the 100-foot floor elevation and adjacent stub walls, and remnant concrete stub walls that extend upwards of 3 feet above the concrete floor at the 100-foot elevation.

The floor of the VF at a Plant Elevation of 100 feet is covered with approximately 2-3 feet of grout, gravel, and soil like material with a geomembrane cover designed to drain surface-water runoff away from the VF. Portions of the concrete floor at a Plant Elevation of 100 feet contained residual radioactivity that required the placement of grout for shielding during VF demolition.

The major sub-grade structure beneath the VF concrete floor slab at Plant Elevation 100 feet is the VF Melter Pit that extends to a depth of 17 feet and is filled with 1,200-psi grout.

The remaining sub-grade interior surfaces and piping within the VF are radioactively contaminated. All interior surfaces were sealed with fixative to limit removable contamination.

### **C.9.1.2 Fuel Receiving and Storage Facility and Associated Waste Storage Areas**

The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities the entire above grade and below grade structures associated with the FRS Facility including the subsurface Fuel Storage Pool (FSP), Cask Unloading Pool (CUP), FRS Water Treatment Area (WTA), FRS Transfer Tunnel, and foundations and the above grade structural steel and sheet metal surface structure enclosing the FRS subsurface structures (i.e., the balance of enclosure remaining after Phase 1A actions).

The FRS Facility received and sub-aqueously stored irradiated nuclear fuel prior to reprocessing (See Facility 17); the facility is currently dewatered. The structure is a 50-foot-wide, 130-foot-long, and 50-foot-tall steel framed building with insulated corrugated steel sandwich panel siding and roofing. The FRS contains three adjoining concrete subsurface structures, the FSP, the CUP, and the FRS WTA. The FRS also contains an overhead 100-ton bridge crane used for unloading fuel shipping casks and a pair of 5-ton service cranes used to lift fuel assemblies.

The FSP is a 40-foot-wide, 70-foot-long, and 29-foot-deep concrete basin that was used for underwater storage of irradiated nuclear fuel prior to reprocessing. The concrete FRS Transfer Tunnel connects the FSP to the Process Mechanical Cell (PMC) in the MPPB. The water and fuel storage racks were removed and a 2 feet thick layer of grout was placed over the floor of the FSP to cover residual radioactive contamination.

The CUP is a 20-foot-wide, 20-foot-long, and 44-foot-deep stainless steel lined concrete basin that was used to unload spent nuclear fuel assemblies from fuel shipping casks. The floor of the CUP was covered with a 2-foot layer of grout to cover residual radioactive contamination.

The WTA is a 12-foot-wide, 20-foot-long, and 44-foot-deep concrete basin adjacent to the CUP that contained the FRS water treatment equipment, which has been removed.

#### ***Fuel Receiving and Storage Area High Integrity Container and Surepak™ Staging Area***

The Contractor shall remove, process, package, and dispose of at an offsite waste disposal facility all the materials on the High Integrity Container and Surepack staging area (the HICs have been removed). The area is a 50 foot by 50-foot gravel pad located on the north side of the FRS Building (See Facility 87). Six concrete over packs each containing a single High Integrity Container (HIC) isolating fuel pool resins and wastes were formerly stored on the pad. All materials remaining after the Phase 1A action and the gravel pad itself will be remediated.

### **C.9.1.3 Head-End Ventilation Building**

The Contractor shall remove, process, package, transport, and dispose of at an offsite waste disposal facility all the materials on the remaining portions of the Head-End Ventilation (HEV) Building, including its subgrade foundations. The HEV Building filter room is filled with grout. The HEV Building was demolished to a Plant Elevation of 106 feet leaving the lower 10 foot of

the structure and its filter room in place. The HEV Building filter room was covered with approximately 2 feet of soil.

The HEV Building was a 23 feet by 17 feet by 22-foot high concrete and concrete block building located on the north side of the MPPB (See Facility 54); it was used to ventilate and filter air from the MPPB head end cells. The filter plenum blower room and the associated air inlet ducts to the HEV are highly contaminated.

#### **C.9.1.4 Concrete Floor Slabs and Foundations in WMA 1**

The Contractor shall remove and disposition all concrete floor slabs and associated foundations to meet requirements in the Phase 1 DP. The Contractor shall remove, process, package, characterize, transport, and dispose of at offsite waste disposal facilities the following concrete floor slabs, foundations, remaining walls, associated grout and/or gravel cover materials, steel floor plating, and contaminated underlying soils:

- 01-14 Building,
- Fuel Receiving Storage Ventilation Building,
- Radwaste Process (Hittman) Building,
- Utility Room,
- Utility Room Expansion,
- Laundry Room,
- Plant Office Building,
- Emergency Vehicle Shelter,
- Load-In/Load-Out Facility,
- Cold Chemical Facility,
- Master Slave Manipulator Repair Shop,
- Contact Size Reduction Facility,
- Uranium Product Cell,
- Process Mechanical Cell (including grouted floor and steel-plate table, also see C.9.1.1),
- Chemical Process Cell (also see C.9.1.1),
- Extraction Cells & Product Purification Cell,
- Equipment Decontamination Room (also see C.9.1.1),
- Acid Recovery Pump Room,
- Lower Warm Equipment Aisle and Pump Niches (also see C.9.1.1),
- Product Packaging & Shipping,
- Vitrification Facility (also see C.9.1.1),
- Scrap Removal Room,
- Miscellaneous Slabs

The construction and dimensions of the slabs and pads are provided in Attachment C-1. Any miscellaneous building slabs (concrete to gravel) that are not identified above but later defined during Contract execution shall be removed and any contaminated material and/or underlying soils will be containerized, characterized, packaged, and removed for off-site disposal.

### **C.9.1.5 Vitrification Off-Gas Trench**

The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities the Vitrification Off-Gas Trench. The Vitrification Off-Gas Trench is a subsurface concrete walled trench with one-foot thick walls located west of the MPPB between the VF and the 01-14 Building (See Facility 47). It is approximately 6 feet wide, 4 feet deep, and 290 feet long with removable concrete covers. The Off-Gas Trench contained piping that conveyed off-gas from the Vitrification Facility Off-Gas System and liquids from the Supernatant Treatment System to the 01-14 Building for treatment. All process piping within the Off-Gas Trench was removed during the WVDP Phase 1 Decommissioning - Facility Disposition Contract and the concrete trench was backfilled with gravel. Radiological surveys indicated that the Vitrification Off-Gas Trench is radioactively contaminated.

### **C.9.1.6 Fire Pump House and Water Storage Tank (32D-1)**

The Contractor shall remove the Fire Pump House and Water Storage Tank, subsequent to the replacement of the Fire Protection System. At that time, the Contractor shall remove, process, package, and dispose of at offsite waste disposal facilities the Fire Pump House and the Water Storage Tank (32D-1) including all equipment, and associated structures, concrete slabs, and foundations.

The Fire Pump House is a 20-foot by 24-foot by 10-foot high, steel frame and sheet metal structure on a four-inch concrete slab floor (See Facility 15). The Pump House contains two pumps on concrete foundations. An adjacent small metal storage shed is used to store fire hoses and fire extinguishers. The Fire Pump House is not contaminated. Tank 32D-1 is a 475,000-gallon tank used to supply water for site utilities and fire protection system. Tank 32D-1 is not contaminated.

The Contractor is required to design, certify, and install, and operate a replacement Fire Protection Systems on the following structures prior to the demolition of the Fire Pump House and Water Storage Tank (32D-1): STS, PVS, RHWF, and Shipping Depot.

### **C.9.1.7 Tanks 12-35104, 7D-13, and 15D-6 and Associated Piping**

The Contractor shall characterize, remove, process, package, and dispose of at offsite waste disposal facilities Tanks 12-35104, 7D-13, and 15D-6 and their associated piping. The tanks are radioactively contaminated and all three tanks are filled with foam/grout.

Tank 12-35104 is a 5,900 gallon (22,330 liter) stainless steel tank located in a below grade concrete vault at the west end of the General Purpose Cell Crane Room Extension (See Facility 54). Tank 12-35104 received radioactive liquids from several MPPB crane rooms, the Equipment Decontamination Room, and decontaminated Supernatant Treatment System liquids from Tank 8D-3. Tank 12-35104 is expected to be disposable as LLW.



Tank 7D-13 is a 2,000-gallon (7,570 liter) stainless steel tank located below ground adjacent to the south side of the former Plant Office Building (See Facility 54). Tank 13D-7 is expected to contain 150 – 300 gallons (~20-40 cubic feet) of solids containing upwards of 84 curies of residual radioactivity.

Tank 15D-6 is a 1,500-gallon (5,678 liter) stainless steel tank located below ground east of the former Master Slave Manipulator Repair Shop (MSM Shop) (See Facility 150). Tank 15D-6 received spent decontamination solutions from the floor drains in the MSM Shop and is estimated to contain 2.2 E-4 Ci of residual radioactivity.

### **C.9.1.8 WMA 1 Soil Removal**

The Contractor shall perform demolition, removal, waste processing, packaging, offsite transportation and disposal of at and below grade portions of the MPPB and VF in WMA1, along with the excavation of surface and subsurface soils in WMA 1 as described in the Phase 1 DP. Additional deeper excavation will be required if soil concentrations exceed the subsurface soil clean-up goals established in the Phase 1 DP. The Contractor shall perform remedial action surveys to support the completion of the WMA 1 soil excavation project consistent with requirements in the CSAP, FSS Plans, and all applicable requirements under RCRA closure plans.

The North Plateau Groundwater Plume (NPGP) is derived from a radioactive acid released from the MPPB acid recovery system in approximately 1969, which migrated into the saturated zone of the sand and gravel unit beneath southwest corner of the MPPB (specifically beneath the floor slab of the Off-Gas Cell (OGC) and the Southwest Stairwell). Dose rates and the radionuclide inventory of the source area soils beneath the OGC are currently unknown, but likely reflect a HLW radionuclide distribution. The WMA 1 soil excavation will include the removal of the source area of the NPGP in both the vadose and saturated zone underlying the MPPB. The anticipated WMA 1 excavation footprint is depicted in Figures 7-6 and 7-7 of the Phase 1 DP; additional subsurface soil sampling and characterization may alter this footprint and estimated extent.

#### ***WMA 1 Soil Removal***

The Contractor shall perform soil excavation, packaging, characterization, transportation, and disposal at offsite disposal facilities of all fill, soil, and geologic strata down to a minimum depth of at least one foot into the underlying Lavery till within the planned WMA 1 excavation limits, as shown in Figure 7-6 and Figure 7-7 of the Phase 1 DP. Once the excavation is within 2 feet of the proposed minimum excavation depth, the Contractor shall perform an initial remedial action survey as described in the CSAP and FSS Plan to characterize the contamination status of soils immediately above the Lavery till.

The Contractor shall perform a second remedial action survey when the WMA 1 excavation reaches its excavation design depth of one foot into the Lavery till. If this remedial action survey

identifies areas that exceed the subsurface soil CGs in Table 5-14 of the DP, then the excavation will continue in those areas until the subsurface soil CGs are achieved.

If elevated activity is not detected during the second or third survey (if required), an independent DOE contractor shall perform a final status survey (FSS) of the sides and bottom of the WMA 1 excavation in accordance with the *Phase 1 Final Status Survey Plan for the West Valley Demonstration Project*, (Phase 1 FSS Plan) to verify that the subsurface soil CG have been achieved. The decommissioning Contractor shall be required to maintain the final status survey unit(s) in a safe configuration that allows an independent verification survey to be performed by the regulatory agencies. Approval to backfill the final status survey unit(s) shall be given upon DOE concurrence that remedial action is complete through its independent verification process. The Contractor shall backfill the WMA 1 excavation with uncontaminated geologic material obtained from offsite geologic deposits (sources) that possess geologic and hydrologic properties similar to the native geologic materials removed from the WMA 1 excavation (e.g., silty sand gravel).

The Contractor shall prepare and submit a WMA 1 Soil Excavation Plan, which includes, but is not limited to, the details of the planned excavation method, the excavation sequence, segregation of oversize materials, water management, and mitigative measures to prevent contamination of the backfilled WMA 1 excavation from the remaining portion of the NPGP (see Section J, Attachment J-4, *Contract Deliverables*).

Soil remediation activities shall include, but not be limited to:

- Overburden and contaminated soil and debris excavation;
- Soil and/or debris treatment;
- Surface/infiltration water management;
- Erosion controls;
- Temporary stockpiling of contaminated soil for dewatering;
- Stockpiling of clean fill material;
- Contaminated soil and debris packaging, packaging and disposal;
- Backfilling with clean material as defined under future Task Orders (e.g., backfill meeting NYSDEC criteria for remedial actions), and
- Site restoration grading/seeding.

### ***Underground Piping***

The Contractor shall perform removal of approximately 10,000 linear feet of underground piping for packaging, characterization, transportation, and disposal at offsite disposal facilities. The underground piping is radioactively contaminated and non-contaminated carbon steel, stainless steel, and cast iron process, chemical, utility, and waste transfer piping within the planned WMA

1 excavation. A list of pipelines and approximate radionuclide inventory within the planned WMA 1 excavation is available in Appendix F, *Estimated Radionuclide Inventory in Subsurface Piping*, of the DP. Underground piping was isolated at the 100-foot Plant Elevation and the Contractor shall remove this piping and dispose of this piping at off-site disposal facilities.

The HLW transfer lines (7P113-3 and 7P120-3) originate within the MPPB and exit the plant on the west side, where they run northward to the Waste Tank Farm. Each three-inch diameter stainless steel pipe is contained within a six-inch diameter carbon steel pipe, which are located within a concrete pipe trench located approximately 10 feet below ground.

Floor drains in the MPPB and the FRS Cask Decontamination Area connect to underground Duriron™ piping to convey low-level radioactive wastewater to either the Old Interceptor or New Interceptor for treatment in the sites low-level wastewater treatment system. Duriron™ is a two to six-inch diameter high silicone cast iron bell and spigot type pipe with the individual pipe segments sealed with lead. The Duriron™ piping was encased within a poured 12-inch square concrete pipe trench. The Duriron™ piping is located 8 to 10 feet below the MPPB floor slab. Estimates of radionuclide inventory in Duriron™ piping is provided in Appendix F, *Estimated Radionuclide Inventory in Subsurface Piping*, of the DP.

### ***Foundation Piling***

The Contractor shall remove the foundation pilings within the WMA 1 excavation and package, characterize, transport, and dispose of the pilings at offsite disposal facilities. Approximately 460 steel piles are located beneath the MPPB and the FRS within the WMA 1 excavation boundary (See Drawing 15A-Q-1). These piles are driven through the Sand and Gravel Unit to various depths into the underlying Lavery till and Kent recessional sequence during construction of the MPPB to provide support for the thick concrete shield walls of the cells in the MPPB.

The Contractor will remove the steel piles down to a level at or slightly below the final depth of the WMA 1 excavation and dispose of the removed piling at offsite disposal facilities. Once the excavation depth has been reached, the Contractor shall characterize the downward extent of contamination along a representative number of pilings in accordance with requirements in the CSAP. If sampling indicates that the subsurface soil cleanup goals (CGs) are exceeded, the Contractor shall continue excavation until CGs are met.

### ***WMA 1 Waste Disposition***

The Contractor shall compliantly manage, characterize, process, and package all waste generated as result of WMA 1 Demolition activities. This includes final characterization, packaging, labeling, transportation and final offsite disposal of all waste. All waste-management activities shall meet the appropriate waste acceptance criteria with certification, as appropriate, for approved waste disposition/disposal options. The Contractor has access to the national IDIQ disposal and Basic Ordering Agreement treatment contracts (i.e., DOE LL/MLLW Disposal

Services IDIQ Contracts and DOE LL/MLLW Treatment Services Basic Ordering Agreements) as needed for the execution of waste management activities.

The Contractor shall perform all activities associated with the characterization, packaging, handling and hauling/transportation of waste to various facilities with waste certification as appropriate. This includes the transport to off-site and on-site treatment and/or storage facilities, and off-site and on-site disposal facilities. All packaging and transportation practices shall be in accordance with applicable Federal, state, and local regulations and requirements. In addition, the Contractor shall:

- Consider the DOE-negotiated tender for transportation services;
- Procure necessary packaging and carrier services for transport to/from treatment facilities and to disposal facilities;
- Make the appropriate requests and gain approval from DOE Officially Designated Security Authority (ODSA) for classified shipments;
- Develop appropriate transportation plans, including transportation security plans, for various waste types, obtain appropriate transport permits, and coordinate with DOE as appropriate;
- Receive and manage the disposal certificates for all wastes shipped off-site;
- Establish or accept the current existing program for meeting the applicable waste certification process;
- Annually report LLW/MLLW volumes for prior year actual and forecast shipments as requested by the DOE Office of Environmental Management; and
- Provide auditor support for DOECAP audits of commercial facilities if non-DOE treatment and disposal services are used.

#### ***WMA 1 Soil Excavation Backfill and Restoration***

The Contractor shall procure soil from offsite commercial suppliers that meets the requirements for acceptable backfill for the WMA 1 soil excavation as discussed in the Phase 1 DP and described in the soil backfill requirements note above. After the completion of all final status and confirmatory surveys, and after regulatory concurrence is received, the WMA 1 excavation will be backfilled with uncontaminated geologic materials that will be compacted for geotechnical stability and graded as necessary to restore these areas to a near natural appearance.

The backfill material shall be obtained from offsite deposits with similar geologic, hydrologic, and engineering properties (texture, hydraulic conductivity, distribution coefficients, etc.) that are similar to the properties of the Sand and Gravel Unit in the North Plateau of the WVDP. Radiological concentrations of this backfill will not exceed WVDP site background concentrations for the Sand and Gravel Unit in the North Plateau of the WVDP. Chemical concentrations of this backfill shall meet the most restrictive concentration limits identified in 6 NYCRR Part 375.

The excavation footprint shall be restored in accordance with the Contractor's backfill and restoration plan and all applicable laws, rules and regulations.

## **C.9.2 BALANCE OF SITE FACILITIES DECOMMISSIONING**

The Contractor shall perform demolition and removal of the WVDP ancillary facilities, also known as the Balance of Site Facilities (BOSF), as described in the Phase 1 DP.

The Contractor shall demolish, remove, package, characterize, transport, and dispose of offsite waste from the BOSF including all structures, building floor slabs, concrete and gravel pads, foundations, and associated soil to a depth of up to 2 feet below-grade within the facility footprints as described in the Phase 1 DP. The Contractor shall perform characterization and remedial action surveys after the demolition and removal of these ancillary facilities consistent with requirements in the CSAP and all applicable RCRA requirements.

These BOSF may be radiologically or chemically contaminated and range in construction from steel-sided buildings to shielded concrete structures.

### **C.9.2.1 WASTE MANAGEMENT AREA 2 (WMA 2)**

The Contractor shall remove, package, characterize, transport, and dispose of at offsite disposal facilities of the following Balance of Site Facilities in WMA 2 (including slabs and foundations) as described in the Phase 1 DP.

#### ***Vitrification Test Facility***

The Vitrification Test Facility (See Facility 68) is a 40 by 120 by 36 feet high structural steel building on a concrete floor slab that was used for cold testing of vitrification components. This facility is not radioactively contaminated.

#### ***Maintenance Shop Leach Field***

The Maintenance Shop Leach Field is located northeast of the Maintenance Shop Slab (See Facility 93) and it includes three out of service sand filled septic tanks, a distribution box, a tile drain field, and associated piping covering an area of approximately 1,500 square feet. This facility is located in close proximity of the underlying North Plateau Groundwater Plume.

#### ***Fire Brigade Training Area***

The Fire Brigade Training Area (See Facility 84) located north of Lagoon 4 was a training area used until 1993 for fire fighting exercises. The Contractor shall reach regulatory closure for this area based upon governing regulations (e.g., PFAS criteria).

#### ***Concrete Floor Slabs and Foundations in WMA 2***

The Contractor shall remove concrete floor slabs, associated foundations, and underlying soils to a depth of 2 feet below-grade in WMA 2 to meet requirements in the Phase 1 DP and relevant

RCRA requirements. The Contractor shall remove, process, package, characterize, transport, and dispose of at offsite waste disposal facilities the contaminated concrete floor slabs, foundations, associated grout and/or gravel cover materials, and underlying soils. The construction and dimensions of the slabs and pads are provided in Attachment C-1 (scoping under future Task Orders will include dimensions for waste-volume estimates).

### **Test and Storage Building Slab**

The Test and Storage Building concrete slab is 80 by 120 feet located northeast of the MPPB (See Facility 60). The floor slab is not contaminated.

### **Maintenance Shop Slab**

The Maintenance Shop concrete slab is 60 by 98 feet located northeast of the MPPB (See Facility 38) that formerly housed non-radiological fabrication shops. The floor slab is not contaminated.

### **Vehicle Maintenance Shop Slab**

The Vehicle Maintenance Shop concrete slab is 30 by 47 feet located next to the southwest corner of the MPPB (See Facility 64) that was used for vehicle maintenance. The floor slab is not contaminated.

## **C.9.2.2 Waste Management Areas 5 (WMA 5)**

The Contractor shall demolish, remove, package, characterize, transport, and dispose of at offsite disposal facilities of the following WMA 5 facilities (including slabs and foundations).

### **C.9.2.2.1 HLW Storage Vaults**

The Contractor shall remove and dispose of offsite the HLW Storage Vaults and associated HLW mobilization/transfer pumps, waste stored at the Vitrification Vault/HIC Corral, and the WMA 5 BOSF.

### **C.9.2.2.2 Remote Handled Waste Facility, LSA 3, LSA 4, and associated facilities**

Facilities in WMA 5 such as the Remote Handled Waste Facility, LSA 3, LSA 4 and its associated Shipping Depot, and numerous concrete and gravel pads were used to process or store containerized low-level or WVDP-TRU (GTCC-like) waste, so will not be demolished until WVDP-TRU (GTCC-like) and legacy HLW are disposed of offsite or relocated for continued interim storage elsewhere on site (e.g., Drum Cell at the end of Phase 1B).

Upon disposition of the WVDP-TRU (GTCC-like) or legacy waste, the contractor shall demolish and remove the RHWF, LSA 3 and 4, and process, package, transport, and dispose of at offsite waste disposal facilities. Details of the individual facilities in WMA 5 are provided below.

## ***RHWF***

The RHWF is a three-story concrete and steel shielded building completed in 2004. It includes equipment for processing, packaging, characterization, and shipping of remote handled wastes. The RHWF includes a reinforced concrete main structure with a Receiving Area extension at the north end, an adjoining Load Out/Truck Bay on the east side, and an adjoining Office Building at the south end. The Receiving Area, Load Out/Truck Bay, and Office Building are pre-engineered structures with a metal wall and roof system. The reinforced concrete structure consists primarily of the Buffer Cell, Work Cell, Waste Processing Area/Aisle (WPA), Operating Aisle, Contact Maintenance Area and HVAC Areas.

### ***Lag Storage Addition 3***

Lag Storage Addition (LSA) 3 is an approximately 291-foot-long, 88-foot-wide and 40-foot-high pre-engineered steel frame and steel sheathed structure that rests on a 7-inch thick concrete slab and is used to store containerized low-level radioactive and WVDP-TRU (GTCC-like) waste awaiting shipment and disposal (See Facility 25).

### ***Lag Storage Addition 4 and Shipping Depot***

LSA 4 is similar to LSA 3 in size and construction, except that it includes the attached Shipping Depot, a 91 feet by 85 feet metal frame structure with steel sheathing (See Facilities 26 and 145); and underlying concrete slab floor. LSA 4 is also used to store containerized low-level radioactive and WVDP-TRU (GTCC-like) waste. Two separate waste processing and packaging facilities are located inside of LSA 4, the CSPF and the WPA (See Facilities 9 and 122).

### ***High Level Waste Tank Pump Storage Vaults***

High Level Waste Tank Pump Storage Vaults consists of two concrete vaults (See Facility 136) and the HLW mobilization and transfer pumps stored within the vaults. The Contractor shall safely remove, process, package, and appropriately manage the HLW mobilization and transfer pumps stored within the vaults. Once the HLW pumps have been removed and dispositioned the Contractor shall remove, process, package, and dispose of the two concrete storage vaults at offsite disposal facilities.

The two storage vaults are 8-feet wide, 8-feet high, and 60-feet long concrete vaults used to store two failed HLW mobilization pumps and portions of a failed mobilization and transfer pump removed from Tank 8 D-2. The vaults do not have concrete lids or tops.

### ***Vitrification Vault/HIC Corral/Empty Container Hardstand***

The Contractor shall perform removal and offsite disposal of the six oversized LLW containers and four WVDP-TRU (GTCC-like) containers stored at the HIC corral (See Facility 119).

### **Concrete Slabs and Gravel Pads**

The Contractor shall perform removal of concrete floor slabs, gravel pads, and underlying soils to a minimum depth of 2 feet to meet requirements in the Phase 1 DP. The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities the following concrete floor slabs, associated grout and/or gravel cover materials, gravel pads, and underlying soils. The construction and dimensions of the slabs and pads are provided in Attachment C-1; slabs/pads without known thicknesses are assumed to vary between six inches and one foot (scoping under future Task Orders will include dimensions for waste-volume estimates).

#### **Lag Storage Building**

The Lag Storage Building slab is 60 by 140 feet concrete floor slab that was used to store containerized mixed waste and LLW (See Facility 27). The concrete slab is 8 to 20 inches thick with a 6-inch concrete curb along its margins. The concrete floor slab is not radiologically contaminated.

#### **Sample Storage and Packaging Facility**

The Sample Storage and Packaging Facility (Area) is a 10 feet by 20 feet concrete floor slab that was used to store containerized and LLW (See Facility 57). The pad and the area beneath are assumed to be radiologically impacted.

#### **Lag Storage Addition 1**

Lag Storage Addition 1 (LSA 1) is a 55 by 191 feet gravel pad that was used to store containerized mixed waste and LLW (See Facility 23). Radiological surveys indicate the gravel pad is not radiologically contaminated.

#### **Lag Storage Addition 2 Hardstand**

Lag Storage Addition 2 (LSA 2) is a 55 by 191 feet gravel pad that was used to store containerized mixed waste and LLW (See Facility 24). Radiological surveys indicate the gravel pad is not radiologically contaminated.

#### **Old and New Hardstand**

The New Hardstand (See Facility 103) is 100 feet by 100 feet compacted gravel pad that was used to store packaged LLW. Radiological surveys indicate that the New Hardstand is not radioactively contaminated. The New Hardstand is an asphalt pad located near the Old Hardstand and measures 175 by 175 feet. It was used by NFS to store radioactive equipment and later removed in 1984. The material was placed in Lagoon 1 during its closure. The asphalt and surrounding soils were radioactively contaminated.



### **Lag Hardstand**

The Lag Hardstand (See Facility 22) is 60 feet by 100 feet compacted gravel pad located southwest of LSA 3 and LSA 4 that was used to store packaged equipment and containers of LLW. This area is not radiologically impacted.

### **Vitrification Vault/HIC Corral/ Empty Container Hardstand**

All waste containers, structures, gravel pad, and underlying soil to a depth of 2 feet shall be removed and disposed of offsite in accordance with the Phase 1 DP. The excavation will be surveyed in accordance with the CSAP before backfilling with clean earthen fill obtained from offsite. The Vitrification Vault/HIC Corral/Empty Container Hardstand (See Facility 119) is located adjacent to the LSA 2 Hardstand and consists of a gravel pad used for the storage of containerized LLW and WVDP-TRU (GTCC-like) waste.

### **Product Purification Cell Box Storage Area**

The pad will be characterized and evaluated for disposition in accordance with the Phase 1 DP. The Product Purification Cell Box Storage Area (See Facility 51) is a gravel pad used to store packaged waste removed during the deactivation of the Product Purification Cell (PPC) in the MPPB. It is located adjacent to the LSA 2 Hardstand.

## **C. 9.2.3 WASTE MANAGEMENT AREA 6 (WMA 6)**

The Contractor shall perform removal of ancillary facilities and underlying soils in WMA 6 to meet requirements in the Phase 1 DP. The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities all waste generated during the removal of ancillary facilities from WMA 6, including all excavated soil.

### ***North and South Demineralizer Sludge Ponds***

The Contractor shall excavate the North and South Demineralizer Sludge Ponds and remove, process, package, transport, and dispose of all generated waste and contaminated soil to offsite disposal facilities. The excavation will be considered complete when residual soil contamination meets the surface soil CG's specified in the Phase 1 DP.

The North and South Demineralizer Sludge Ponds are separate, unlined basins excavated in the sand and gravel unit (See Facility 79). They are approximately 100 feet long, 50 feet wide, and five feet deep. They are no longer in service and they were formerly used to receive water softener regeneration waste, clarifier overflow and blow-down, boiler blow-down, sand-filter backwash, and demineralizer regeneration waste from the Utility Room. Both ponds are radiologically contaminated based upon sampling conducted in 1988.

### ***Waste-Water Treatment Facility***

The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities the STP including the surface and subsurface structure, above and in-ground tanks, concrete foundations, and underlying soils.

The Waste-Water Treatment Facility (Facility 72), also referred to as the Sewage Treatment Plant (STP), is a wood framed and steel-sided and steel-roofed structure that contains equipment that was used to treat sanitary waste generated during WVDP operations. The STP contains six in-ground concrete tanks, one above ground polyethylene tank, and one above ground stainless steel tank. The facility is currently used as a black- and gray-water holding tank; wastes are removed and taken off site when required (i.e., capacity specific removal schedule).

Note that this facility currently receives waste flows from both old and new buildings, thus will require temporary replacement if removed prior to the removal of buildings that feed the facility.

### ***High-Level Waste Canister Interim Storage Facility Spoil Pile***

The Contractor shall remove, process, package, transport, and dispose of at offsite waste disposal facilities all soils associated with the High-Level Waste Canister Interim Storage Facility Spoil Pile.

The High-Level Waste Canister Interim Storage Facility Spoil Pile (Facility 110) is 140 feet by 200 feet by 10 feet high spoil pile that contains soils excavated during the construction of the reinforced concrete storage pad for the High-Level Waste Canister Interim Storage Facility (Facility 180) located immediately to the east. The Spoil Pile was emplaced in six separate 1 to 2-foot lifts, which were surveyed for gamma radiation after each lift was emplaced (SEC April 2014). Contamination observed in the Spoil Pile during emplacement was removed to the extent practical, but it is reasonable to assume that radiological contamination above background concentrations may be present within the Spoil Pile.

### **C.9.2.4 WASTE MANAGEMENT AREA 7 (WMA 7)**

The Contractor shall perform removal of the radiologically contaminated NDA Hardstand and underlying soils to meet requirements in the Phase 1 DP. The NDA Hardstand is 20-feet wide, 20-feet long sloped pad of crushed rock located near the southeast corner of the NDA (See Facility 41); the pad was an interim storage area to stage radioactive waste before being buried. The Contractor shall characterize, remove, transport, dispose of offsite the crushed rock pad, the XR-5 cap underlying the cover gravel, any underlying contaminated soils, and restore site in accordance with the Phase 1 DP.

### **C.9.2.5 WASTE MANAGEMENT AREA 9 (WMA 9)**

The Contractor shall perform removal and offsite disposal of facilities in WMA 9 ~~that~~ meets consistent with the requirements of the Phase 1 DP. The Contractor shall remove, process,

package, characterize, transport, and dispose of at offsite disposal facilities the following facilities in WMA 9.

### ***Drum Cell***

The Drum Cell is a 60 by 375 by 26 feet high pre-engineered metal building (See Facility 11) that was used to store approximately 20,000 drums of cement-solidified treated supernatant from Tank 8D-2. The drums were removed and disposed of offsite in 2007. The facility consists of a gravel pad, concrete shield walls, remote handling equipment (cranes), and a control room. This facility may be required to support both Phase 1B and Phase 2 Decommission activities, therefore shall remain and maintained in an operational posture until a Phase 2 decision is reached. Site radiological surveys indicate that this facility is radioactively contaminated, so small-scale decontamination will be required.

### ***Subcontractor Maintenance Area***

The Subcontractor Maintenance Area is a 20 by 30 feet gravel pad located northwest of the Drum Cell adjacent to the WVDP Rail Spur (See Facility 113). The pad was used as a staging area for heavy equipment and construction materials, and is radioactively contaminated.

### ***NDA Trench Soil Container Area***

The NDA Trench Soil Container Area is a gravel pad used to store roll-off containers containing soil excavated during the installation of the NDA Interceptor trench in 1990 (See Facility 98). The pad is located on the north side of WMA 9 and now empty of containers. Radiological surveys indicate that this area is potentially contaminated due to leakage from some containers.

## **C.9.2.6 WASTE MANAGEMENT AREA 10 (WMA 10)**

The Contractor shall perform removal of the New Warehouse and underlying soils to meet requirements in the Phase 1 DP. The New Warehouse is an 80 by 250 by 22 feet high pre-engineered steel building resting on a concrete floor slab supported by approximately 40 concrete piers and a concrete foundation wall (See Facility 43 & 49). The New Warehouse was not used for radiological operations; however, adjacent soils may have surface contamination.

## **C.9.3 WMA 2 FACILITY DEMOLITION AND SOIL REMOVAL**

The desired outcome is the safe and regulatory compliant removal and offsite disposal of the LLRWTS, LLRWTS Interceptors, Lagoons 1 through 5, and soils associated with the proposed WMA 2 soil excavation described in the Phase 1 DP. The removal of the LLRWTS, Interceptors, Lagoons 1 through 5, and surrounding soils associated with the WMA 2 soil excavation will extend to a depth of at least one foot into the underlying Lavery till. This also includes the removal of all ancillary facilities, piping systems, pads, and foundations.

From 1965 to 1971, low-level wastewater was routed through the Old and New Interceptors to Lagoons 1, 2, and 3 in series before discharge to Erdman Brook. In 1971, the Low Level Waste

Treatment Facility O2 Building and Lagoons 4 and 5 were added to actively treat site operations wastewater. From 1971 to 1982, low-level wastewater was routed sequentially through the Interceptors, Lagoon 1, Lagoon 2, and the O2 Building for treatment, then to Lagoons 4 or 5, and finally to Lagoon 3 before discharge to Erdman Brook. Following the closure of Lagoon 1 in 1982, low-level wastewater has been routed sequentially through the Interceptors, Lagoon 2, the O2 Building or LLW2 for treatment, Lagoons 4 or 5, and then to Lagoon 3 before discharge to Erdman Brook.

### **C.9.3.1D&D of the Neutralization Pit, Old Interceptor and Interceptor**

The Contractor shall perform removal and offsite disposal of the Old Interceptor, the Neutralization Pit, and New Interceptor.

The Old Interceptor is a 40 by 25 by 11.5-foot-deep below grade unlined concrete liquid waste storage tank, which received low-level liquid waste generated at the MPPB (See Facility 101). The floor is 24-inches thick and the walls 12 inches thick. The floor was originally 12 inches thick. However, a contamination event in 1967 required the placement of another 12 inches of concrete to provide shielding for continued operations. The roof is made of wood framing and steel sheathing. The Old Interceptor is currently used for temporarily storing radiologically contaminated liquids that exceed the influent standard of 0.005  $\mu\text{Ci/mL}$  gross beta activity for the LLWTS.

The Neutralization Pit is a 9 by 7 by 5.5-foot-deep stainless steel lined concrete tank with six-inch thick concrete walls and floor (See Facility 42). The Neutralization Pit received low-level radioactive wastewater from the MPPB, which was subsequently transferred, to the Old or New Interceptors.

The New Interceptors are twin below-grade stainless steel lined concrete storage tanks, each 22 by 20 by 11.5 feet deep (See Facility 20). The walls and floor are 14 inches thick and are lined with stainless steel. The roof is steel. The New Interceptors were built in 1967 to replace the Old Interceptor, which had high levels of radioactivity. The New Interceptors are used to collect and sample wastewater before it is transferred to Lagoon 2.

### **C.9.3.2Deactivation and Removal of the Low-Level Radiological Treatment System Lagoons and Associated Soils**

The Contractor shall excavate, process, package, characterize, transport, and dispose of at offsite waste disposal facilities the site Lagoon system once no longer required under Phase 1B activities.

The lagoon system includes Lagoons 1, 2, 3, 4, and 5, contaminated sediment, liners, piping, associated support equipment, and all fill, soil, and geologic strata down to a depth of one foot into the subsurface Lavery till. The Contractor shall also excavate, process, package, characterize, transport, and dispose of at offsite waste disposal facilities all surface and subsurface soils in WMA 2 down to a minimum depth of at least one foot into the subsurface

Lavery till within the planned WMA 2 excavation limits as described in the Phase 1 DP. Additional excavation will be required if subsurface soil concentrations exceed the subsurface soil clean-up goals established in the Phase 1 DP.

### ***Lagoon 1***

Lagoon 1 was an unlined basin approximately 80 by 80 by 5 feet deep excavated into the surficial Sand and Gravel Unit (See Facility 28). It received wastewater from the Old Interceptor and the New Interceptors, and had a storage capacity of more than 200,000 gallons. It was removed from service in 1984. Most of the contaminated sediment was transferred to Lagoon 2 and Lagoon 1 was filled with contaminated debris from the Old Hardstand and then capped with clay and topsoil.

Groundwater and subsurface soil sampling down gradient of Lagoon 1 indicates that radiological contamination has migrated from Lagoon 1 to the northeast and has impacted nearby soil and groundwater.

The Contractor shall remove, process, package, characterize, transport, and dispose of at offsite disposal facilities all components of Lagoon 1. This includes its clay cap and topsoil cover, contaminated debris used to backfill the lagoon, remnant contamination remaining from the 1984 closure, and underlying soils to a depth of one foot into the subsurface Lavery till as described in the Phase 1 DP. Additional deeper excavation will be required if soil concentrations exceed the subsurface soil clean-up goals established in the Phase 1 DP. The Lagoon 1 excavation will be backfilled after final status surveys have been completed and the regulatory agencies have performed their confirmatory surveys of the WMA 2 excavation and all regulatory concurrence has been received.

### ***Lagoon 2***

Lagoon 2 is an unlined 280 by 195 by 17-foot deep basin excavated through the Sand and Gravel Unit into the unweathered Lavery till (See Facility 29). This lagoon has a storage capacity of 2.4 million gallons and stores wastewater transferred from the New Interceptors before treatment in the WVDP LLW2. The Lagoon 2 sediment has not been sampled or analyzed.

Once operation of the WVDP LLRWTS is no longer required to support WVDP operations, the Contractor shall remove, process, package, characterize, transport, and dispose of at offsite disposal facilities all components of Lagoon 2. This includes its bottom sediments and underlying soil to a depth of at least one foot into the underlying Lavery till or until the Phase 1 subsurface soil cleanup goals are met, as described in the Phase 1 DP. The Lagoon 2 excavation shall be backfilled after final status surveys have been completed and the regulatory agencies have performed their confirmatory surveys of the WMA 2 excavation and regulatory concurrence has been received.

### ***Lagoon 3***

Lagoon 3 is an unlined 280 foot by 195 foot by 24-foot deep unlined basin excavated through the Sand and Gravel Unit into the unweathered Lavery till (See Facility 30). It has a storage capacity of 3.3 million gallons and receives treated water from Lagoons 4 and 5. Lagoon 3 is periodically batch discharged to Erdman Brook through a SPDES permitted discharge.

Once operation of the WVDP LLRWTS is no longer required to support WVDP operations, the Contractor shall remove, process, package, characterize, transport, and dispose of at offsite disposal facilities all components of Lagoon 3. This includes its bottom sediments and underlying soil to a depth of at least one foot into the underlying Lavery till or until the Phase 1 subsurface soil cleanup goals are met as described in the Phase 1 DP. The Lagoon 3 excavation shall be backfilled after final status surveys have been completed and the regulatory agencies have performed their confirmatory surveys of the WMA 2 excavation and all regulatory concurrence has been received.

### ***Lagoons 4 and 5***

Lagoons 4 and 5 are lined basins constructed in the sand and gravel unit on the North Plateau with a capacity of 204,000 and 166,000 gallons, respectively (See Facilities 31 and 32). Both lagoons receive treated water from the LLW2 and are discharged to Lagoon 3. Both lagoons were originally excavated into the sand and gravel unit on the North Plateau and lined with reworked glacial tills (presumably remaining from the excavation of Lagoons 2 and 3). In 1974, a synthetic membrane liner was installed in both Lagoon 4 and 5 after it was identified that Lagoons 4 and 5 were potential sources of tritium to groundwater in the sand and gravel unit (WVNSCO 1997). In the late 1990's, the synthetic membrane liners were removed from both lagoons and replaced with concrete grout and an XR-5 liner.

Once operation of the WVDP LLRWTS is no longer required to support WVDP operations, the Contractor shall remove, process, package, characterize, transport, and dispose of at offsite disposal facilities all components of Lagoon's 4 and 5. This includes any collected sediment, the synthetic membrane liner, concrete and clay liners, piping systems, and underlying soil to a depth of 2 feet into the underlying Lavery Till as described in the Phase 1 DP. The excavation will be surveyed in accordance with the Phase 1 Characterization Sampling and Analysis Plan for the West Valley Demonstration Project, before backfilling with clean earthen fill obtained from offsite sources.

### **C.9.3.3 Deactivation of the Low-Level Waste Treatment Building**

The Contractor shall perform deactivation, removal, characterization, and offsite disposal of the equipment in the LLW2 Building once no longer required to support WVDP operations.

The LLW2 is a 40 foot by 60-foot by 25-foot tall pre-engineered, single-story, metal-sided building that rests on a concrete wall foundation with floor slab (See Facility 36). The building houses two skid-mounted equipment modules used to treat radiologically contaminated

wastewater from site facilities and radiologically contaminated groundwater from the NDA Interceptor Trench. The associated processing equipment includes ion exchangers, valves, piping, pumps, filters, instrumentation, and controllers, two surge tanks, and a sand filter. An adjacent packaging room contains a 4 by 4 by 9-foot-deep stainless steel lined catch basin. A portable ventilation unit located outside of the packaging area contains a high-efficiency particulate air (HEPA) filter and a short stack on the roof of the building. Equipment and piping within the LLW2 ~~is~~are expected to be radiologically contaminated.

The Contractor shall demolish and remove the LLW2 structure including associated foundations.

#### **C.9.3.4 Removal of the Solvent Dike**

The Contractor shall remove, process, package, characterize, and dispose of at offsite disposal facilities radiologically and chemically contaminated soils associated with the former NFS Solvent Dike. The excavation will extend to a depth at least one ~~feet~~foot into the underlying Lavery Till, as per the Phase 1 DP.

The Solvent Dike is 45-foot by 50-foot unlined basin that was excavated into the Sand and Gravel Unit at the south end of WMA 2 (See Facility 111). During operations, the Solvent Dike received precipitation runoff from the MPPB Solvent Storage Terrace, which contained three tanks used to store a degraded mixture of n-dodecane and tributyl phosphate awaiting disposal in the NDA. Floor drains in the SST conveyed precipitation runoff from the SST via piping to the Solvent Dike. The Solvent Dike was excavated in 1986 and the area backfilled. However, the Solvent Dike area still contains radiologically and chemically contaminated soil.

#### **C.9.3.5 D&D of the Transfer Pump Shed**

The Contractor shall perform removal and offsite disposal of the Transfer Pump Shed.

The Transfer Pump Shed is located on the berm separating Lagoons 2 and 3 (See Facility 143). This wood framed and steel-sided structure measures 20 feet by 20 feet by 10 feet high and contains pumps and piping used to transfer liquids from Lagoon 2 to the LLW2 Building for treatment.

#### **C.9.3.6 WMA 2 Soil Excavation**

The Contractor shall perform excavation of surface and subsurface soils in WMA 2 as described in Section 7.4 of the Phase 1 DP. The Contractor shall excavate, characterize, process, package, transport, and dispose of at offsite waste disposal facilities all fill, soil, and geologic strata to a minimum depth of at least one foot into the underlying Lavery till within the planned WMA 2 excavation limits as shown in Figure 7-11 and Figure 7-12 of the Phase 1 DP. Additional excavation will be required if subsurface soil concentrations exceed the subsurface soil clean-up goals (CG's) established in the Phase 1 DP.

Once the excavation is within 2 feet of the proposed minimum excavation depth, the Contractor shall perform a remedial action survey as described in the CSAP to characterize the

contamination status of soils immediately above the Lavery till. The initial survey shall provide information on where contamination may extend deeper into the Lavery till.

A second remedial action survey shall be performed once the WMA 2 excavation reaches its excavation design depth of one foot into the Lavery till. If this remedial action survey identifies areas that exceed the subsurface soil CGs in Table 5-14 of the Phase 1 DP, the excavation will continue in those areas until the subsurface soil CG are achieved.

If elevated activity exceeding the subsurface soil CG's is not detected during this survey, an independent DOE contractor shall perform a final status survey of the sides and bottom of the WMA 2 excavation in accordance with the Phase 1 FSS Plan to verify that the subsurface soil CGs have been achieved. The decommissioning Contractor shall be required to maintain the final status survey unit(s) in a safe configuration that allows an independent verification survey to be performed by the regulatory agencies. Approval to backfill final status survey unit(s) shall be given upon DOE concurrence that remedial action is complete through its independent verification process. The Contractor shall backfill the WMA 2 excavation with uncontaminated geologic material (e.g., sand, gravel, or sandy loam) obtained from offsite geologic deposits. This offsite geologic material will possess geologic and hydrologic properties similar to the native geologic materials removed from the WMA 2 excavation.

The Contractor shall prepare and submit a WMA 2 Soil Excavation Plan, which includes, but is not limited to, the details of the planned excavation method, the excavation sequence, segregation of oversize materials, water management, and mitigative measures to prevent contamination of the backfilled WMA 2 excavation from the remaining portion of the NPGP (see Section J, Attachment J-4, *Contract Deliverables*). Specific components of WMA 2 are described below.

### ***Removal of Underground Piping***

The Contractor shall safely remove, package, transport, and dispose of all piping at off-site disposal facilities. There is approximately 2,000 linear feet of underground radioactively contaminated and non-contaminated carbon steel, stainless steel, and cast iron process, chemical, utility, and waste transfer piping within the planned WMA 2 excavation. Waste transfer piping includes piping used to transfer low-level wastewater for treatment in the site LLRWTS. A list of pipelines within the planned WMA 2 excavation is available in Appendix F of the Phase 1 DP.

### ***Lagoon Waste Disposal***

The Contractor shall perform waste management activities as described within this PWS. Additionally, the Contractor shall monitor, track, and document data on soils and debris excavated, shipped, and disposed of and shall submit an annual Interim Completion Report on quantities excavated and disposed (see Section J, Attachment J-4, *Contract Deliverables*).



### ***WMA 2 Soil Excavation Backfill and Restoration***

The Contractor shall procure soil from offsite commercial suppliers that meets the requirements for acceptable backfill for the WMA 1 soil excavation as discussed in the Phase 1 DP and described in the soil backfill requirements note above. After the completion of all final status and confirmatory surveys, and after regulatory concurrence is received, the WMA 1 excavation will be backfilled with uncontaminated geologic materials that will be compacted for geotechnical stability and graded as necessary to restore these areas to a near natural appearance.

The backfill material shall be obtained from offsite deposits with similar geologic, hydrologic, and engineering properties (texture, hydraulic conductivity, distribution coefficients, etc.) that are similar to the properties of the Sand and Gravel Unit in the North Plateau of the WVDP. Radiological concentrations of this backfill will not exceed WVDP site background concentrations for the Sand and Gravel Unit in the North Plateau of the WVDP. Chemical concentrations of this backfill shall meet the most restrictive concentration limits identified in 6 NYCRR Part 375.

The excavation footprint shall be restored in accordance with the Contractor's backfill and restoration plan and all applicable laws, rules, and regulations.

### **C.10 PHASE 2 ACTIVITIES**

The Contractor shall perform deactivation, decommissioning, decontamination, demolition, soil remediation and excavation, surface-water and groundwater remediation, and waste disposition and management activities in support of Phase 2 activities as directed by task order.

**Exhibit C-1 –Facility Description and Status**

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
1	Main Plant Process Building (Below Grade Cells)  (37)	None  Building demolished and foundation remains.	Spent Fuel Reprocessing	Nuclear - Hazard Category 3	<del>None</del>  <u>NA</u>	Several operational cells extend below grade and are grouted; the General Purpose Cell is approximately 30 feet below grade. Above grade portion of MPPB demolished within +/- 3 feet of the 100-foot elevation. Exception is PMC which has up to 5 feet of grout covering a cell length pedestal table fixed to cell floor.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
1	Vitrification Facility Building (65)	None  Building demolished and foundation remains.	Solidification of liquid HLW; Remote Handled waste sorting and processing.	Nuclear - Hazard Category 3	- Groundwater monitoring continues. Facility subject to RCRA unit closure.  (SWMU 20)	Remaining concrete slab at a plant elevation of 100 feet is approximately 100' x 125' by 12" thick.  Subgrade features include 1/8-inch stainless steel lined Melter Pit measuring 34' x 25' x 14' deep filled with 1,200 psi grout. Concrete walls are 4 feet thick.
1	Fuel Receiving and Storage Building (17)	None	Unloading and storage of irradiated nuclear fuel assemblies.	Nuclear - Hazard Category 3	Unit was protectively filed and removed from Part A.  (SWMU 44)	50' x 130' x 50' tall structural steel frame and steel sided building.  Fuel Storage Pool (FSP) - 40' x 70' x 29' deep;

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						Cask Unloading Pool (CUP) – 20’ x 20’ x 44’ deep; Water Treatment Area (WTA) – 12’ x 20’ x 44’ deep
1	Vitrification Off-Gas Trench (47)	None. Trench is presently being used to collect and manage demolition water.	Contained piping that conveyed VF off-gas and STS liquids to 01-14 Building for treatment.	Less than Nuclear - Hazard Category 3	NA	10’ x 10’ x 290’ concrete walled trench with removable concrete covers. Covers are removed and dispositioned.
1	Tanks 12-35104, 7D-13, and 15D-6 (150, 151)	None	Received wastewater from MPPB crane rooms (12-35104), 01-14 Building floor drains (7D-13), and MSM	Less than Nuclear - Hazard Category 3	NA	Below grade stainless steel tanks: 12-35104 (5,900 gallon) 7D-13 (2,000 gallons) 15D-6 (1,500 gallons).

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
			Repair Shop (15D-6) <del>).</del>			
1	FRS Ventilation Building Slab (86)	None Building demolished and slab remains.	Housed ventilation system for the Fuel Receiving and Storage Area.	Less than Nuclear - Hazard Category 3	NA	30' x 35' by 6" thick concrete slab.
1	01-14 Building Slab (1, 4)	None Building demolished, foundation remains.	Used for stabilization of HLW supernatant into cement and for mixed waste solidification (Sodium Bearing Waste).	Less than Nuclear - Hazard Category 3	Groundwater monitoring continues. Facility subject to RCRA unit closure.  (SWMU 22)	41' x 33' x 2' thick concrete floor slab and associated foundation.
1	Load-In/Load-Out Facility Slab (66)	None Building demolished, foundation remains.	Used to transfer clean materials into the MPPB Equipment Decontaminati	Less than Nuclear - Hazard Category 3	NA	55' x 80' by up to 2' thick concrete floor slab and associated foundation.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
			on Room during vitrification and HLW canister transfer operations.			
1	Fuel Receiving and Storage Area's High Integrity Container (HIC) and SUREPAK™ Staging Area (87)	RCRA container storage unit.	Storage for High Integrity Containers (HIC) and overpack.	Less than Nuclear - Hazard Category 3	<del>Subject to RCRA unit closure.</del> <u>Protectively Filed with No Action.</u> (SWMU 44)	50' x 50' gravel pad located north of Fuel Receiving and Storage Building.
1	MSM Repair Shop Slab (38)	None Building demolished, foundation remains.	Repair of contaminated MSMs from PMC, GPC, SRR, and laboratories.	Less than Nuclear - Hazard Category 3	NA SWMU - Sealed room.	Stainless steel covered concrete floor slab 35'6" x 90' Floor drains to buried 1500 gallon tank (15D-6) east of MSM Shop.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
1	Contact Size Reduction Facility (CSRF) Slab (8)	None  Building demolished, foundation remains.	Size reduction and packaging of contact handled LLW, decontamination of MSMs.	Less than Nuclear - Hazard Category 3	Permitted HWMU.  Facility subject to RCRA unit closure.  (SWMU 37)	24' x 35' stainless steel covered concrete floor slab.  Floor drained to Tank 15D-6 east of MSM Shop.
1	Radwaste Process (Hittman) Bldg. Slab (53)	None  Building demolished and slab remains.	Ion exchange resin packaging system and storage for High Integrity Containers.	Less than Nuclear - Hazard Category 3	NYSDEC and EPA to be notified if hazardous waste is stored in this area and when the existing hazardous waste will be disposed of. (SWMU 44).	15' x 46' concrete floor slab.
1	Utility Room Slab (62)	None	Contained equipment that supplied	Less than Nuclear -	NA	Concrete floor slab 80' x 88' and

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
		Building demolished and slab remains.	steam, compressed air, and potable and deionized water to the MPPB and other areas.	Hazard Category 3		associated foundations.
1	Head End Vent (HEV) Replacement Ventilation Unit (RVU) Building	Operable - RVUs deactivated and filters removed.	Providing ventilation to the Head End Side of the MPPB.	Radiological	NA	Two modular ventilation units with effluent monitoring systems and pre-engineered facility with metal siding.
1	Utility Room Expansion Slab (63)	None Building demolished and slab remains.	Contained equipment that supplied steam, compressed air, and potable and deionized water to the MPPB and other areas.	Less than Nuclear - Hazard Category 3	NA	Concrete floor slab 56' x 80' and associated foundations.



WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
1	Fire Pumphouse & Storage Tank (15)	Shelter for plant's fire water system pumps and associated equipment.	Shelter for plant's fire water system pumps and associated equipment.	Industrial	NA	20' x 24' x 10' high steel framed and sided building on a 4-inch thick concrete floor slab.  Tank 32D-1 Water Storage tank has 475,000 gallon capacity
1	Laundry Room Slab (33)	None  Building demolished and slab remains.	Laundering contaminated protective clothing.	Less than Nuclear - Hazard Category 3	NA.  (SWMU 45)	26' x 56' x 0.5' concrete slab and foundations.  SWMU designation due to breach in subsurface wastewater line.
1	Emergency Vehicle Shelter Slab (12)	None  Building demolished and slab remains.	Foundation supports air compressor associated	Industrial	NA	10' x 22' concrete floor slab only.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
			with MPPB utilities.			
1	Main Plant Unit Substation (a.k.a. Main Plant Switchgear) (30-US-1), and the Utility Room Area Unit Substation (30-US-3).	None  Building demolished and slab remains.	Power distribution and control.	Industrial	NA	
1	Plant Office Building Slab (48)	None  Building demolished and slab remains.	Office area with men's and women's locker rooms.	Less than Nuclear - Hazard Category 3	NA	40' x 95' concrete floor slab and foundations.
1	Cold Chemical Facility Slab (7)	None  Building demolished and slab remains.	Location of bulk chemical storage tanks for vitrification.	Less than Nuclear - Hazard Category 3	NA	56' x 34' concrete floor slab covered with gravel.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
1	WMA 1 Subsurface Soil Excavation	None	None	Nuclear - Hazard Category 3	TBD	<p>Radiologically impacted subsurface soils are overlain by the MPPB and the remnants of the VF.</p> <p>Approximately 10,000 feet of piping, 500 steel H-piles, and source area of North Plateau Plume underlie the MPPB and attached FRS features.</p> <p>Contaminated extents are generally known; detailed soil volumes are undetermined.</p>
2	Low-Level Waste Treatment	Process site low-level waste water.	Process site low-level waste water.	Less than Nuclear -	NA	40' x 60' x 20' high structural steel (I-beam

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
	Building (LLW2) (36)			Hazard Category 3	Ambient groundwater monitoring.  (SWMU 17)	frame) and sheet metal structure.  Underlying concrete floor slab is 40' x 60'
2	Lagoon 1 (28)	None	Received liquid waste from interceptors transferred to Lagoon 2.	Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 3)	80'x 80' x 5' deep, unlined pond constructed in the Sand and Gravel Unit.  Drained and sediments left in place. Backfilled with contaminated asphalt/gravel from the NFS Old Hardstand.
2	Lagoon 2 (29)	Hold plant radiological liquid waste water for processing.	Hold plant radiological liquid waste water for processing.	Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 4)	Unlined pond with a storage capacity of 2.4 million gallons used as a storage basin for radiological

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						wastewater discharged from the New Interceptors before transfer to the Low-Level Waste Treatment System.
2	Lagoon 3 (includes nearby French drain) (30)	Final holding lagoon for decontaminated liquid waste water prior to discharge to Erdman Brook.	Final holding lagoon for decontaminated liquid waste water prior to discharge to Erdman Brook.	Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 4)	Unlined pond with a storage capacity of 3.3 million gallons and receives treated water from Lagoons 4 and 5. Treated wastewater in Lagoon 3 is periodically discharged to Erdman Brook through a state permitted discharge.  A French drain along the

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						northeast side of Lagoon 3 installed to prevent groundwater inflows to the Lagoon was plugged in 2001.
2	Lagoon 4 (31)	Hold treated water for analysis and pH adjustment.	Hold treated water for analysis and pH adjustment.	Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 4)	Geomembrane-lined pond with a capacity of 204,000 gallons that receives treated water from the Low-Level Waste Treatment System and discharges it to Lagoon 3.
2	Lagoon 5 (32)	Hold treated water for analysis and pH adjustment.	Hold treated water for analysis and pH adjustment.	Nuclear - Hazard Category 3	NA  (SWMU 4) No Further Action at this time other than	Geomembrane - lined pit with a capacity of 166,000 gallons that receives treated water from the Low-Level Waste

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
					groundwater monitoring.	Treatment System and discharges it to Lagoon 3.
2	Neutralization Pit (42)	Mix plant waste waters and route to New Interceptor.	Collect process waste waters from MPPB for pH neutralization before transfer through Low Level Waste Treatment System.	Less than Nuclear - Hazard Category 3	NA Ambient groundwater monitoring.  (SWMU 17a)	800 gallon in ground, stainless steel (SS) lined, open-top tank.
2	Old Interceptor (101)	Used for storing radiologically contaminated liquids that exceed the effluent standard prior to eventual transfer to new interceptor.	Collect process waste waters from MPPB before treatment by Low-Level Waste Treatment system.	Less than Nuclear - Hazard Category 3	NA Ambient groundwater monitoring.  (SWMU 17a)	37,000 gallon concrete catch basin with specific high-water level alarms.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
2	New Interceptors (North and South) (20)	Receive influent from MPPB deconstruction area (dust suppression water and precipitation).	Receive influent from plant floor drains and process streams before transfer to the Low-Level Waste Treatment System.	Less than Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 17a)	Two connected below-grade 25,000 gallon SS-lined tanks.
2	Test & Storage Building (TSB) Slab (60)	None  Building demolished and slab remains.	Fabrication shop, support facility, parts storage area, offices.	Industrial	NA	80' x 120' x 1' thick concrete slab.
2	Solvent Dike (111)	None	Acted as holding pond; received radioactive tributyl phosphate and n-dodecane contaminated runoff from the plant	Less than Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 6)	40' x 50' x 4' deep roughly D-shaped, unlined basin located 80' N of north demineralizer sludge pond.  Basin excavated and backfilled in



WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
			Solvent Storage Terrace (SST) via floor drain and underground piping.			1987, still radioactively contaminated.
2	Vitrification Test Facility (VTF) (68)	Parts storage area, mock-ups.	Test support facility, parts storage area, mock-ups, office area.	Industrial	NA	44' x 122' steel I-beam framed structure w/corrugated metal siding, metal roof, and bridge crane.
2	Vitrification Test Facility Waste Storage Area	None Tanks removed and slab remains.	Store tanks associated with Scaled Vitrification System.	Industrial	Subject to RCRA Corrective Action. (SWMU 12/12a)	
2	Maintenance Shop Slab (38)	None Building demolished and slab remains.	Cold maintenance and fabrication work for the plant. Constructed in 1970.	Industrial	NA	60'x 98'x 1' thick concrete slab.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
2	Vehicle Maintenance Shop (Vehicle Repair Shop) Slab (64)	None  Building demolished and slab remains.	Vehicle Repair Shop	Industrial	NA	30' x 47' concrete slab.
2	Vitrification Test Facility Substation (30-US-4) (81)	Power distribution and control.	Power distribution and control.	Industrial	NA	Vintage 1960 facility lacking spare OEM parts that include 3-gang switches, fused disconnect switches, oil circuit breakers, trip coils transformers, steel-framed dead-end structures, and reinforced concrete foundations, etc.  Substation located east of the Shipping Depot.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
2	Maintenance Shop Leach Field (93)	None	Part of facility septic system.	Industrial	Subject to RCRA Corrective Action.  Ambient groundwater monitoring.  (SWMU 8)	Consists of 3 sand filled septic tanks, distribution box, and leach field. Serviced Test and Storage Building and Maintenance Shop.
2	Fire Brigade Training Area (84)	None-	Staging of fire-fighter training exercises. Inactive since 1993.	Industrial	NA  Ambient groundwater monitoring.  (SWMU 27)	Located N of Lagoons 4 and 5; currently a grass-covered area overlying a portion of the Sr-90 plume.
2	WMA 2 Soil Excavation	None	None	Less than Nuclear - Hazard Category 3	TBD	Radiologically impacted subsurface soils and lagoon sediments, all piping, and

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						support structures.  Contaminated extents are generally known, detailed soil volumes are undetermined.
3	High-Level Waste (HLW) Tank Farm	Provides safe storage of residual high activity waste in Tanks 8D-1, 8D-2, 8D-3, and 8D-4.	Storage of liquid waste from fuel reprocessing operations. Storage and treatment of liquid waste feeds for CSS, Vitrification Facility.	Nuclear - Hazard Category 3	Tanks 8D-1, 8D-2, 8D3, 8D4, Tank and Vault Drying System and STS (inactive) are permitted HWMU's (see below)  Ambient groundwater monitoring.  (SWMU 13)	Includes 4 underground storage tanks in concrete vaults with pans; leak detection equipment; transfer lines; pumps; pump and valve pits; condensers; ventilation equipment; truss structures; various support buildings, enclosures, storage tents, and

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						containment structures; generators, fuel oil tanks, and walkways; Tank and Vault Drying System.
3	Tank 8D-1 (including in-tank STS components) (114)	Contains in-tank STS components and residual high activity waste.	Storage of HLW, processing of supernatant and sludge wash solutions.	Nuclear - Hazard Category 3	Permitted HWMU. Subject to RCRA unit closure.  Ambient groundwater monitoring.  Subject to RCRA unit closure.  (SWMU 13)	21 m (70 ft) diameter and 8 m (27 ft) high carbon steel tank with a 750,000 gallon capacity. Contained in concrete vault w/ 1'6" walls and 2' roof. Vault top is 6- 8' below grade.
3	Tank 8D-2 (115)	Contains residual high activity waste, pumps, and components.	Storage of HLW.	Nuclear - Hazard Category 3	Permitted HWMU. Subject to RCRA unit closure.	21 m (70 ft) diameter and 8 m (27 ft) high carbon steel tank

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
					Ambient groundwater monitoring.  (SWMU 13)	with a 750,000 gallon capacity. Contained in concrete vault w/ 1'6" walls and 2' roof. Vault top is 6- 8' below grade.
3	Tank 8D-3 (116)	Liquid waste storage and transfer.	Empty	Less than Nuclear - Hazard Category 3	Permitted HWMU. Subject to RCRA unit closure.  Ambient groundwater monitoring.  (SWMU 13)	3.7 m (12 ft) diameter, 4.9 m (16 ft) high tank with a 13,500 gallon capacity made of 304L SS.  Shares concrete vault w/tank 8D-4.
3	Tank 8D-4 (117)	Contains residual high activity waste.	Storage of HLW.	Nuclear - Hazard Category 3	Permitted HWMU. Subject to RCRA unit closure.	3.7 m (12 ft) diameter, 4.9 m (16 ft) high tank with a 13,500 gallon capacity made of 304L SS.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
					Ambient groundwater monitoring.  (SWMU 13)	Shares concrete vault w/tank 8D-4.
3	Tank and Vault Drying System (T&VDS)	Drying the WTF Tanks and Vaults.	NA	Less than Nuclear - Hazard Category 3	Permitted HWMU.  Not addressed in RFI.	Ventilation system and blowers located in PVS Building.
3	High Level Waste (HLW) Transfer Trench (19)	None	HLW transfer.	Nuclear - Hazard Category 3	Component of Tanks 8D-1 & 8D-2 HWMU. Subject to RCRA closure.  Ambient groundwater monitoring. (SWMU 13)	Shielded trench contains HLW transfer lines from tank farm to VF (500 feet long), in addition to the waste header and condensate header lines connecting to the Vitrification Facility, and ventilation lines.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
3	Permanent Vent System Bldg. (PVS) (49)	Ventilation of HLW tanks.	Ventilation of HLW tanks.	Nuclear - Hazard Category 3	NA	Metal frame and sided/roofed structure that maintains operating air flow requirements in Tanks 8D-1, 8D-2, 8D-3, 8D-4, and their vaults, the supernatant treatment system support building, valve aisle, and pipeway.
3	Supernatant Treatment System (STS) Support Building (59)	Support HLW tanks.	Support HLW tanks.	Nuclear - Hazard Category 3	Permitted HWMU subject to RCRA Unit Closure.  Ambient groundwater monitoring.  (SWMU 19)	Concrete block and metal sided building located near and above Tank 8D-1.  This two-story structure contains equipment and auxiliary support systems needed to operate the Supernatant



WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						Treatment System.
3	Equipment Shelter and Condensers	None  Building demolished and slab remains.	Support HLW tanks			
4	Construction and Demolition Debris Landfill (CDDL) (7)	None	Disposal of non-radioactive construction, office, and facility debris; ash from paper incinerator until 1984.	Industrial	NA  Ambient groundwater monitoring.  (SWMU 1)	The CDDL is a 0.6 ha (1.5 acres), landfill used for the burial of nonradioactive construction, office, and plant waste from 1963 until 1984. Wastes may be impacted by the North Plateau Groundwater Plume where contacting groundwater.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
5	Lag Storage Building (LSB) Slab (27)	None  Building demolished and slab remains.	Storage of Low Level Waste and Transuranic mixed wastes and PCB wastes.	Industrial	Permitted HWMU.  Clean closure documented and approved by NYSDEC.  Ambient groundwater monitoring. (SWMU 16)	140' x 60' concrete slab foundation with a surrounding 6" high concrete curb.
5	Lag Storage Area 1 (LSA-1) Pad (23)	None  Building demolished and compacted gravel pad remains.	Storage of radiological wastes.	Industrial	NA  RCRA closure certification submitted and accepted by NYSDEC.  Ambient groundwater monitoring. (SWMU 15)	191' x 55' compacted gravel pad and 14' wide (8" thick) concrete slab which runs lengthwise on the west side of the gravel pad.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
5	Lag Storage Area 2 (LSA-2) Pad (24)	Storage of Low-Level Waste and mixed waste.	Storage of Low-Level Waste and mixed waste.	Industrial	Permitted HWMU.  RCRA Clean Closure documented by PE and approved by NYSDEC.  Continue inspections and waste management activities; ambient groundwater monitoring.  (SWMU 15)	191' x 55' compacted gravel pad.
5	Lag Storage Area 3 (LSA-3) (25)	Storage of Low Level Waste and mixed wastes.	Storage of Low Level Waste and mixed wastes.	Nuclear - Hazard Category 3 with stored waste	Permitted storage Unit subject to RCRA Unit closure.	The LSA-3 is a clear span structure with a pre-engineered frame and steel sheeting measuring 291' x

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
					Continue inspections and waste management activities and ambient groundwater monitoring.  (SWMU 16a)	88' x 40' high, on a 7" thick concrete slab with curbs 6" high around the inside perimeter.
5	Lag Storage Area 4 (LSA-4) (26)	Storage / preparation for shipping of radiological wastes and mixed wastes.	Storage / preparation for shipping of radiological wastes and mixed wastes.	Nuclear - Hazard Category 3 with stored waste	Permitted storage Unit subject to RCRA Unit closure.  Continue inspections and waste management activities and ambient groundwater monitoring.  (SWMU 16a)	LSA 4 is similar to LSA 3, being 291' x 88' x 40' high on a 7" thick concrete slab with curbs 6" high around the inside perimeter.  LSA 4 includes a container sorting and packing facility (CSPF), a waste packaging area (WPA), and a covered passageway

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						between LSA 3 and LSA 4. A shipping depot measuring 91' x 85' is attached to the LSA.
5	Container Sorting and Packaging Facility (CSPF) (9)	Waste container sorting area.	Waste container sorting area.	Nuclear - Hazard Category 3	<p>Facility is a HWMU. Facility subject to RCRA unit closure.</p> <p>Continue inspections and waste management activities, and ambient groundwater.</p> <p>(SWMU # 16a)</p>	<p>This facility is 40' x 28' feet and constructed of interlocking modular stainless steel panels that form the outside walls, ceiling, and inner partition walls.</p> <p>The CSPF has a sorting room, drum/box load-in and load-out rooms, and two airlocks. The sorting area contains an overhead bridge crane. A blower</p>

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						room has two ventilation system blowers for sorting operations.
5	Waste Processing Area (WPA) (122)	Assist in sorting of waste boxes and drums.	None	Nuclear - Hazard Category 3	Located within LSA #4.  Permitted storage Unit subject to RCRA Unit closure.  Continue inspections and waste management activities, and ambient groundwater monitoring.  (SWMU 16a)	40' x 56' area with 4 airlocks, multiple windows, and; PVU's located outside LSA-4. Facilities include box tippers, sorting areas, drum crusher, weigh station, box inspection area, clip/lid removal station, air compressor and purification skid.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
5	Shipping Depot (145)	Packaging and shipping of radiological wastes and mixed wastes.	Depot: Shipping of radiological wastes and mixed wastes.	Nuclear - Hazard Category 3	Located within LSA #4.  Permitted storage Unit subject to RCRA Unit closure.  Ambient groundwater monitoring.  (SWMU 16a)	The shipping depot is a 91' x 85' metal frame structure connected to LSA 4 and includes a concrete block office area on E side.
5	Sample Storage and Packaging Facility (SSPF) Slab (57)	None	Storage and preparation of radiological samples for shipping (for analysis).	Less than Nuclear - Hazard Category 3	NA	25' x 25' concrete floor slab
5	Remote Handled Waste Facility (RHWF)	Process remote handled wastes (Low Level Waste, Mixed Low Level	Process remote handled wastes.	Nuclear - Hazard Category 3	Permitted HWMU subject to RCRA	New concrete and steel shielded building completed in 2004. Includes

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
		Waste, Transuranic Waste and Mixed Transuranic Waste) <u>(Operable Condition).</u>			closure requirements.  Ambient groundwater monitoring.  (SWMU 47)	equipment for processing, packaging, characterization, and shipping of remote handled wastes.
5	Construction and Demolition Area or Concrete Washdown Area	None	Rinsing and removal of residual concrete from cement delivery trucks. Staging of wet concrete until it was set and placed in a dumpster for disposal.	Industrial	NA  (SWMU 35)	Shallow ground depression located N of North Parking Lot and S of RHWF.
5	Vitrification Vault/HIC Corral/ Empty Container Hardstand (119)	Storage of radiological waste from Vitrification and MPPB D&D activities.	Storage of rad. waste from Vit. and MPPB D&D activities.	Nuclear – Hazard Category 3	Used as temporary 90-day storage area for RCRA mixed wastes	Compacted gravel pad containing 5 pre-fabricated concrete vaults to contain LLW and RH-TRU wastes



WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
		<p>Nuclear criticality staging area.</p> <p>Storage of High-Level Waste tank farm wastes.</p>			<p>identified during D&amp;D activities.</p> <p>Waste may include lead, chromium, and/or mercury.</p> <p>No <del>investigation</del>s <del>have</del><u>investigation has</u> been performed.</p> <p>Ambient groundwater monitoring to continue.</p> <p>(SWMU 46)</p>	<p>from D&amp;D of Vitrification Facility and MPPB.</p>

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
5	Product Purification Cell Box Storage Area (51)	Storage of waste packages containing radioactive debris.	Radioactive debris storage.	Nuclear - Hazard Category 3	NA	Compacted gravel pad adjacent to the Vitrification Vault/HIC Corral/ Empty Container Hardstand.
5	High Level Waste Tank Pump Storage Vaults (136)	Store HLW mobilization pumps removed from HLW tanks.	Pumps used for HLW mobilization and transfer.  Vaults: no previous use - constructed for this purpose.	Nuclear - Hazard Category 3	NA No investigations have been performed.  (SWMU 46)	The two vaults contain two 50-ft long mobilization pumps that were removed from Tank 8D-2, the bottom 14-foot section of a third mobilization pump from Tank 8D-2, and a 40-ft long transfer pump from Tank 8D-2.  All the pumps are contained within metal storage boxes (concrete vaults provide shielding).

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
5	Old / New Hardstand Storage Area (103)	Storage of low-level non-liquid radioactive waste.	Radioactive equipment storage (NFS).  Old hardstand removed from service in 1984. New hardstand is used to store radioactive materials and miscellaneous LLW.	Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring.  (SWMU 9/9a)	Old Hardstand: 150' x 150' paved asphalt pad slightly elevated above surrounding ground surface and located W of LSA 3 and 4.  Pad and some soil removed and used as backfill for Lagoon 1 in 1984.  New Hardstand: Compacted gravel pad in the same general area of Old Hardstand.
6	Rail Spur (105)	Waste shipping pathway.	Access to railroad system for receiving and shipping materials.	Section with siding Less than Nuclear - Hazard Category 3	NA	Connects to B&P Railroad Line. Siding switch and extra spur located at E side of Old Warehouse. Line

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
				Remainder of Rail Spur is Industrial.		extends into FRS Building.  The rail spur runs approximately 8,000' to the SE from the FRS to the main line junction.
6	Waste Paper Incinerator Pad (147)	None-	Incinerate paper and packaging waste.	Industrial	NA  Ambient groundwater monitoring.  (SWMU 10)	10' x 10' concrete pad located under the railroad tracks approximately 350' south the FRS.
6	Waste Water Treatment Facility (WWTF) or Sewage Treatment Plant (STP) (72)	Treatment of sanitary wastewaters since 1985, non-radiological industrial wastewater since 1994.	Treatment of sanitary wastewaters since 1985, non-radiological industrial wastewater since 1994.	Industrial	NA  Remains in use.  (SWMU 33)	41' x 44' x 15' high wood framed structure with steel siding and roofing built upon a concrete floor slab.  Contains six in-ground concrete tanks, one above-

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
		Currently used to store non-radiological wastewater (gray and black water) for off-site disposal.				ground polyethylene tank, and an above-ground stainless steel tank.  Wastes are accumulated and stored for off-site disposal.
6	Demineralizer Sludge Ponds (79)	None.  Basins contain invasive vegetation.	Received backflush solutions from MPPB water demineralizer, softener, and clarifier.  Inactive since June 1994.	Less than Nuclear - Hazard Category 3	NA  Subject to RCRA Corrective Action. Ambient groundwater monitoring continues.  (SWMU 5)	Two unlined basins each 50' x 100' x 5' deep.  Headwall and drain pipe located at E end of each.  Discharged through weir box and underground piping to SPDES-permitted outfall 005.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
6	Rail Packaging and Staging Area (54)	Staging area for waste packages destined for offsite rail transport.	Staging area for waste packages destined for offsite rail transport.	Industrial	NA	Compacted gravel pad capped with a 24' x 90' x 9' thick concrete pad.
7	Nuclear Regulatory Commission-Licensed Disposal Area (NDA)	None	Disposal of NFS fuel reprocessing waste and early WVDP wastes (plant process mechanisms and decontamination wastes).	Inactive Waste Site (IWS)	NA  Ambient groundwater monitoring, interceptor trench operation, and cap maintenance as necessary.  (SWMU 2)	370' x 600' (~5-acre) disposal area located on the south plateau.  Contains 237 deep and special holes used by NFS, and 12 trenches and 4 caissons used by WVDP.  The NDA covered by an engineered geomembrane, an up-gradient subsurface soil bentonite barrier wall, and down-

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						gradient leachate interceptor trench.
7	NDA Interceptor Trench (40)	Collect groundwater from NDA area prior to treatment at the LLW2.	Collect groundwater from NDA area prior to treatment at the LLW2.	Less than Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring and interceptor trench operation.  (SWMU 23)	4' wide x 875' long x 12-16' deep gravel filled trench equipped with a drain pipe that directs groundwater and leachate to a central concrete sump that is pumped via the leachate transfer line to the LLW2 for treatment.
7	Leachate Transfer Line (91)	Transfer water from NDA interceptor trench to Lagoon 2.	Transfer leachate and liquids from SDA lagoons to Lagoon 1.	Less than Nuclear - Hazard Category 3	NA  Ambient groundwater monitoring and interceptor trench operation.	Below grade 4,000-foot long, 2" PVC pipe from the NDA to Lagoon 2 in WMA 2.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
					(SWMU 23)	
7	NDA Hardstand/ Staging Area (41)	None	Staging of radiological wastes prior to burial in NDA.	Industrial	NA  Continue ambient groundwater monitoring.  (SWMU 39)	A 20' x 20' radioactively contaminated gravel pad covered with herculite and additional gravel designed to shed stormwater and limit infiltration.
9	NDA Trench Soil Container Area (98)	None	Staging for LLW and contaminated soil roll-offs from NDA Interceptor Trench project.	Industrial	NA  NFA at this time; areas available for future use  (SWMU 31)	Two gravel-pad areas located S of NDA and W of NDA across the existing roadways.
9	Radwaste Treatment System (RTS) Drum Cell (11)	Supports preparation and inspection of Phase 1A Intermodals.	Storage of cement solidified LLW drums	Less than Nuclear - Hazard Category 3	NA  NFA at this time; facility	375' x 60' x 26' high steel Frame/metal sided building built on a base



WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
			removed in 2007.		available for future use.  (SWMU 21)	pad, concrete shield walls, remote handling equipment, and a control room.  Base pad consists of concrete blocks on a layer of compacted crushed stone underlain by geotextile and compacted clay.
10	New Warehouse (43 and 69)	Materials storage, office space, tool crib, respirator cage, and site meeting room.	Materials storage; SWMU 43 - 90-Day storage area for hazardous wastes, industrial wastes, and materials, batteries, and recyclables.	Industrial	Used as 90-day storage area.  NFA at this time; facility available for future use.  (SWMU #43)	80' x 250' x 21.5' high steel building (frame, siding, roofing) that rests on concrete piers and a poured concrete foundation wall.

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
10	Meteorological Tower (95)	Used to collect wind direction, wind speed and temperature data at both the 197-foot and 33-foot (10-m) elevations.	Used to collect wind direction, wind speed and temperature data at both the 197-foot and 33-foot (10-m) elevations.	Industrial	NA	On-site: 197-foot (60-m) steel tower with three support columns anchored with five support cables on a concrete support foundation.
10	Security Guardhouse and Fences (109)	Site Security	Site Security	Industrial	NA	New facility replaced original Guardhouse.
12	Live Fire Range	Site security support	Site security support	Industrial	NA	400' x 100' grassy training area with potential for lead and propellant impacts.
	Monitoring Wells/Stations	Monitoring of groundwater, surface water, air, radiological dose, etc. to support	Monitoring of groundwater, surface water, air, radiological dose, etc. to	Industrial	NA	Inventory and maintenance of RCRA-required groundwater monitoring wells, decommissioning

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
		Environmental Monitoring Program. Also includes Bioventing system.	support Environmental Monitoring Program.  Also includes Bioventing system.			of obsolete monitoring wells, maintenance of other monitoring stations (e.g., surface water and air), and maintenance of operating remedial systems (e.g., Bioventing).
	Dams and Reservoirs (Lakes)	Surface water control and supplement SPDES discharge augmentation water supply.	Surface water control and SPDES discharge augmentation water supply system.	Industrial	NA	Two water supply reservoirs. The south reservoir (Lake 1) is impounded by a 75-foot high earthen dam with auxiliary spillway.  The north reservoir (Lake 2) is impounded by a 50-foot high earthen dam that includes a pump

WMA	Facility (ID#)	Current Use	Previous Use	Facility Type	Current RCRA Status Permitting/ Corrective Action	Facility Construction
						house, primary spillway culvert, and transfer lines.
	Well Purge water storage locations	Containers staged at various locations for storage of groundwater monitoring well purge water.	Containers staged at various locations for storage of groundwater monitoring well purge water.	Industrial	NA NFA at this time. (SWMU 34)	Two (2) 55-gallon steel drums with 52-gallon poly liners and 1 polyethylene tank staged in several locations.

Abbreviations:

- bldg            building
- CSS            Cement Solidification System
- CUP            Cask Unloading Pool
- E                East
- ft                feet (unit of length)
- FRS            Fuel Receiving and Storage
- HLW            High Level Waste
- HWMU        Hazardous Waste Management Unit
- LLW            Low Level Waste
- MPPB         Main Plant Process Building
- MSM           Master Slave Manipulator
- N                North
- NA              not applicable

NE	Northeast
NFS	Nuclear Fuel Services
NP	North Plateau
NW	Northwest
PVU	Portale Ventilation Unit
S	South
SE	Southeast
STS	Supernatent Treatment System
SW	Southwest
SWMU	Solid Waste Management Unit
VF	Vitrification Facility
W	West
WMA	Waste Management Area

**PART I – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

**TABLE OF CONTENTS**

~~D.1 — DOE-D-2001 PACKAGING AND MARKING (OCT 2014).....ERROR! BOOKMARK NOT DEFINED.~~

~~D.2 — SECURITY REQUIREMENTS.....ERROR! BOOKMARK NOT DEFINED.~~

D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014) ..... 1

D.2 SECURITY REQUIREMENTS ..... 1



### **D.1 DOE-D-2001 Packaging and Marking (Oct 2014)**

- (a) Preservation, packaging and packing for shipment, and mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this Contract, as identified in Section G of the Contract, or if none, to the Contracting Officer.

### **D.2 Security Requirements**

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



**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**TABLE OF CONTENTS**

**E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E..... 1**

**E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)..... 2**

### E.1 Clauses Incorporated by Reference – Section E

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2, Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.1.1	FAR 52.246-2	Inspection of Supplies – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.2	FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (May 2001) (Applies to CR Task Orders only)	
E.1.3	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996) (Applies to FFP Task Orders only)	
E.1.4	FAR 52.246-5	Inspection of Services – Cost-Reimbursement (Apr 1984) (Applies to CR Task Orders only)	
E.1.5	FAR 52.246-11	Higher-Level Contract Quality Requirement (Dec 2014)	See Fill-In below table for paragraph (a).
E.1.6	FAR 52.246-12	Inspection of Construction (Aug 1996) (Applies to FFP construction work only)	
E.1.7	FAR 52.246-13	Inspection – Dismantling, Demolition, or Removal of Improvements (Aug 1996)	
E.1.8	FAR 52.246-16	Responsibility for Supplies (Apr 1984)	
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	
FFP = Firm-Fixed-Price			

#### E.1.5 Higher-Level Contract Quality Requirement (Dec 2014) (Fill-In)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

Quality Assurance Program (QAP) compliant with DOE O 414.1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System (CAS) per DOE O 226.1, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work performance meets the applicable requirements for environment, safety, and health, including quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1, 10 CFR 830, Subpart A, and the Quality Assurance Requirements and Description (QARD) (as applicable) are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of the QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle of facilities and other risks. The basis of the graded approach utilized shall be documented, and submitted to U.S. Department of Energy (DOE) for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

ION E-SOLICITATION NO. 89303319REM000036

SOLICITATION NO. 89303324REM000122

- (i) Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013 may continue to use the consensus standard cited in the DOE-approved QAP.
  - (ii) New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.  
  
Note: where NQA-1, Part II language uses the terms “nuclear power plant” or “nuclear reactor”, these terms are considered equivalent to the term “nuclear facility.”
  - (iii) Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraph (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.
- (2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the Contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:
- (i) ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
  - (ii) ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;
  - (iii) American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management System - Requirements*; and
  - (iv) ANSI/ASQ Z 1.13-1999 (or later edition), *Quality Guidelines for Research*.

## **E.2 DOE-E-2001 Inspection and Acceptance (Oct 2014)**

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses listed in this Section. If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**TABLE OF CONTENTS**

~~F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F .....1~~

~~F.2 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014).....1~~

~~F.3 PERIOD OF PERFORMANCE .....1~~

F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F .....1

F.2 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014).....1

F.3 PERIOD OF PERFORMANCE .....1

### F.1 Clauses Incorporated by Reference – Section F

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2 Clauses Incorporated by Reference, of this Contract.

Clause Number	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.1	52.211-10	Commencement, Prosecution, and Completion of Work ( <del>Apr 1984</del> ) (Applies to FFP construction work only) ( <del>Apr 1984</del> )	(a) To Be Determined on a Task Order basis (c) To Be Determined on a Task Order basis
F.1.2	52.242-14	Suspension of Work (Apr 1984) (Applies to FFP construction work only)	
F.1.3	52.242-15	Stop-Work Order (Aug 1989) (Applies to FFP Task Orders only)	
F.1.4	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only)	
F.1.5	52.242-17	Government Delay of Work (Apr 1984) (Applies to FFP Task Orders only)	
CR = Cost Reimbursement FFP = Firm-Fixed-Price		FAR = Federal Acquisition Regulation	

### F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

The services specified by this Contract shall be performed at the following location(s):

- The United States Department of Energy West Valley Demonstration Project (including the Ashford Office Complex), located near Buffalo, New York, and
- Other facilities as directed by the Contracting Officer.

### F.3 Period of Performance

- The Contract ordering period shall be ten (10) years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period. The effective date of this Contract is the first day of the Task Order - 1 Contract Transition period of performance.
- Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order.
- Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed five (5) years beyond the end of the Contract ordering period.

## **Part I – The Schedule**

### **Section G**

#### **Contract Administration Data**

## Contents

<u>G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)</u> .....	<u>1</u>
<u>G.2 DOE-G-2002 Contracting Officer’s Representative (Oct 2014)</u> .....	<u>1</u>
<u>G.3 DOE-G-2003 Contractor’s Program Manager (Oct 2014)</u> .....	<u>1</u>
<u>G.4 DOE-G-2004 Contract Administration (Oct 2014)</u> .....	<u>1</u>
<u>G.5 DOE-G-2005 Billing Instructions (Apr 2020) (Revised) (For Firm-Fixed-Price Task Orders)</u> .....	<u>3</u>
<u>G.6 DOE-G-2005 Billing Instructions – Alternate I (Apr 2020) (Revised) (For Cost-Reimbursement Task Orders)</u> .....	<u>3</u>
<u>G.7 Invoice/Payment Procedures</u> .....	<u>5</u>
<u>G.8 DOE-G-2007 Contractor Performance Assessment Reporting (Nov 2021)</u> .....	<u>5</u>
<u>G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014)</u> .....	<u>6</u>

### **G.1 DOE-G-2001 Contracting Officer Authority (Oct 2014) (Revised)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled, *Contracting Officer's Representative*, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled, *Changes*.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.
- (g) Issue Task Orders.

### **G.2 DOE-G-2002 Contracting Officer's Representative (Oct 2014)**

Pursuant to the clause at DEAR 952.242-70 entitled, *Technical Direction*, the Contracting Officer shall designate in writing a COR for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

### **G.3 DOE-G-2003 Contractor's Program Manager (Oct 2014)**

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under this contract.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

### **G.4 DOE-G-2004 Contract Administration (Oct 2014)**

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the U.S. Department of Energy (DOE) Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence that proposes or involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract.
- (b) Other Correspondence.
  - (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall also be provided to the Contracting Officer.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24), all correspondence, other than technical correspondence and correspondence regarding patent of



rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall also be provided to the COR.

- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided through official correspondence:
- (1) Contract Specialist:
    - (A) U.S. Department of Energy  
Office of Environmental Management  
Attn: To be provided
    - (B) Telephone number: To be provided
    - (C) Address:  
To be provided
    - (D) Email address: To be provided
  - (2) Administrative Contracting Officer
    - (A) U.S. Department of Energy  
Office of Environmental Management  
Attn: To be provided
    - (B) Telephone number: To be provided
    - (C) Address:  
To be provided
    - (D) Email address: To be provided
  - (3) Contracting Officer's Representative
    - (A) U.S. Department of Energy  
Office of Environmental Management  
Attn: To be provided
    - (B) Telephone number: To be provided
    - (C) Address:  
To be provided
    - (D) Email address: To be provided
  - (4) Intellectual Property Counsel
    - (A) Patent Attorney  
Michael (Mike) J. Dobbs, Deputy Chief Counsel, Intellectual Property Law
    - (B) Telephone number:  
Office: (331) 465-1317  
Mobile: (630) 631-8360
    - (C) Address:  
U.S. Department of Energy  
9800 S. Cass Ave., Lemont, IL 60439

(D) Email address: Mike.Dobbs@science.doe.gov or [Chicago-IP@science.doe.gov](mailto:Chicago-IP@science.doe.gov)

(5) Government Contract Administration Office

- (A) U.S. Department of Energy  
Office of Environmental Management  
Attn: To be provided
- (B) Telephone number: To be provided
- (C) Mailing address:  
To be provided
- (D) Email address: To be provided

**G.5 DOE-G-2005 Billing Instructions (~~Mar-2019~~Apr 2020) (Revised) (For Firm-Fixed-Price Task Orders)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the Master Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

**G.6 DOE-G-2005 Billing Instructions – Alternate I (~~Mar-2019~~Apr 2020) (Revised) (For Cost-Reimbursement Task Orders)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued under the master IDIQ contract. Vouchers for payment of costs shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for fee payments which shall be invoiced when earned. All invoices shall be supported by a billing schedule summarized by funding source.

The Contractor may submit invoices for fee upon completion of the Task Order and/or receipt of the Contracting Officer's consent to submit the fee invoice (e.g., completion of an agreed-upon milestone). The Contractor shall notify the Contracting Officer of completion of each Task Order and/or milestone. DOE will review completion criteria/end-states in Task Orders to ensure required work is accomplished, and then authorize fee payments as appropriate. Upon receipt of an acceptable invoice for fee payment, the Contracting Officer will assess the need for further adjustments as provided for elsewhere in the contract and make payments within fourteen (14) calendar days after the Contractor submits an acceptable fee invoice.

- (b) Contractors shall submit vouchers electronically through the DOE VIPERS. VIPERS allows vendors to submit vouchers, attach supporting documentation, and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and Task Order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.
  - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
    - (A) Statement of Cost must be completed and consistent with data in the Contractor's cost accounting system.
    - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
    - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
    - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown, and the DPLH summary completed, if applicable.
    - (E) The total fee billed, retainage amount, and available fee must be shown.
    - (F) If a given Task Order includes task areas/subtasks, the Statement of Cost must include a breakdown of costs for all respective task areas/subtasks.
    - (G) Costs claimed must be summarized and broken out by cost element (e.g., Labor, Subcontracts, Other Direct Costs, etc.).
    - (H) Statement of Cost must show total amounts by current billing period, fiscal year to-date, and cumulative contract-to-date to facilitate reconciliation of invoiced costs.
    - (I) Statement of Cost must include a summary of costs by DOE Program Code, Object Class, Strategic Partnership Project (formerly known as Work for Others), Local Use number, and any other applicable/necessary funding source or accounting information.
    - (J) Detailed invoice transactions must be provided in Microsoft Excel® format as a supplemental file including labor hours from the timekeeping system, purchase card transactions, subcontract costs, etc. The detailed invoice transaction data in Excel® format shall include sufficient data fields and detail as deemed necessary by DOE to enable sorting, analyzing, and testing of invoiced costs.
  - (2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:
    - (A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

- (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
- (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer, Administrative Contracting Officer, or auditor approves a change in the billing rates, include a copy of the approval.
- (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

### **G.7 Invoice/Payment Procedures**

- (a) The Government will make interim payments to the Contractor by electronic funds transfer not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.
- (b) The Contractor may submit cost invoices not more often than once every two weeks. Fee invoices will be submitted in accordance with Section G Clause entitled, *DOE-G-2005 Billing Instructions – Alternate I*.
- (c) Any defects in invoices which are discovered after interim payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after interim payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (e) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I *Prompt Payment* clause of this contract. The Government is not limited to fourteen (14) calendar days to notify the Contractor of a defective invoice, and may notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

### **G.8 DOE-G-2007 Contractor Performance Assessment Reporting (~~Jul 2018~~) (~~Revised~~) Nov 2021**

- (a) The Contracting Officer will document the Contractor's performance under this Contract (including any Task Orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the Contract or Task Order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management

or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Unique Entity ID (UEI; generated by SAM.gov), a single assessment will be prepared for the joint venture using its CAGE code and UEI. If the joint venture does not have a unique CAGE code and UEI number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this contract.

### **G.9 DOE-G-2008 Non-Supervision of Contractor Employees (Oct 2014)**

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

**Part I – The Schedule**  
**Section H**  
**Special Contract Requirements**

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

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

### CONTRACTOR HUMAN RESOURCE MANAGEMENT (CHRM) CLAUSES

## H.2 Definitions

For purposes of clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; through H.7, *Workforce Transition and Benefits Transition: Plans and Timeframes*; the following definitions are applicable (unless otherwise specified):

- (a) “Contract Award Date” means the date the contract is signed by the Contracting Officer (Contracting Officer), noted in Block 28 of the SF 33, *Solicitation, Offer and Award*.
- (b) “Contract Transition Period” means the transition period as defined in Section C of this Contract.
- (c) “Notice to Proceed (NTP)” means the authorization issued by the Contracting Officer for the Contractor to start incoming transition performance of this Contract as referenced in CHRM clauses H.4 through H.7.
- (d) “Contractor” means “the Offeror” as specified in Block 15A of Standard Form 33, Section A entitled “Solicitation, Offer and Award” of the contract.
- (e) “Incumbent Contractor” means CH2M Hill BWXT West Valley, LLC performing work under Contract No. DE-EM0001529.
- (f) “Incumbent Employees” means employees who are regular employees of the Incumbent Contractor(s) as of the effective date of the Contract Transition Task Order in the NTP.
- (g) “Non-Incumbent Employees” means new hires, i.e., employees other than Incumbent Employees hired by the Contractor after the effective date of the Contract Transition Task Order in the NTP.

## H.3 DOE-H-2002 No Third Party Beneficiaries (Oct 2014)

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

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

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

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

- (a) The Contractor shall provide, during the periods of performance of the Contract Transition Task Order and all subsequent Task Orders issued under the contract, preferences in hiring for vacancies at the West Valley Demonstration Project site (“WVDP Site”) for non-managerial positions (i.e., all those below the first line of supervision) in accordance with the hiring preferences in paragraphs (1) and (2) below, in descending order of priority, and in accordance with applicable law, any applicable collective bargaining agreement(s), and any applicable site seniority lists as provided to the Contractor by the Contracting Officer, as set forth below.
- (1) The Contractor shall provide Incumbent Employees the hiring preferences in paragraphs (i) and (ii) in descending order of priority:
    - (i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the Contract Transition Task Order in the NTP.
    - (ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (1), but who meet the qualifications for another position.
  - (2) The Contractor shall give a preference in hiring to individuals who, as former employees of the Incumbent Contractor(s) are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the WVDP site.
- (b) The Contractor shall provide, throughout the periods of performance of the Contract Transition Task Order and all subsequent Task Orders issued under the contract, preferences in hiring for vacancies at the WVDP site for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.
- (1) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at the WVDP site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor(s), and who are entitled to recall rights.
  - (2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*, consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of former employees:
    - (i) Former employees of the Incumbent Contractor(s) or any other DOE contractor [or teaming subcontractor of a DOE contractor] at the WVDP site.
    - (ii) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.
  - (3) The Contractor shall give a preference in hiring to individuals who A) were formerly employed by the Incumbent Contractor(s) at the WVDP site; B) were involuntarily separated (other than for cause) from their employment at the WVDP site who are not precluded from seeking employment at the WVDP site by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and C) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment on any task orders issued under this Contract.



- (4) The Contractor shall give a preference in hiring to individuals who A) have separated from employment at the WVDP site for any reason other than for cause; B) are not precluded from seeking employment with a DOE or National Nuclear Security Administration (NNSA) contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and C) are qualified for a particular position.

## **H.5 DOE-H-2001 Employee Compensation: Pay and Benefits (Jun 2022)**

### **(a) Contractor Employee Compensation Plan**

The Contractor shall submit, for Contracting Officer approval, by close of the Contract Transition Task Order period, a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the compensation requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components:

- (1) Philosophy and strategy for all pay delivery programs.
- (2) System for establishing a job worth hierarchy.
- (3) Method for relating internal job worth hierarchy to external market.
- (4) System that links individual and/or group performance to compensation decisions.
- (5) Method for planning and monitoring the expenditure of funds.
- (6) Method for ensuring compliance with applicable laws and regulations.
- (7) System for communicating the programs to employees.
- (8) System for internal controls and self-assessment; and
- (9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

### **(b) Total Compensation System**

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; *Compensation for Personal Services*. DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

### **(c) Reports and Information**

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for

each pay structure showing actual against approved amounts, and planned distribution of funds for the following year.

- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(1)(i) and their total cash compensation at the effective date of Contract Transition Task Order in the NTP and at the time of any subsequent change to their total cash compensation no later than March 1<sup>st</sup> of each year.

Section 702 of the Bipartisan Budget Act of 2013 (BBA; Pub. L. 113-67, December 26, 2013) establishes a cap on the reimbursement of compensation costs for contractor employees, adjusted annually to reflect the change in the Employment Cost Index for all workers as calculated by the Bureau of Labor Statistics (BLS).

- (3) An annual Report of Compensation and Benefits to be submitted no later than March 15th of each year.

(d) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for Incumbent Employees and Non-Incumbent Employees as set forth in paragraphs (1) and (2) below and consistent with any applicable collective bargaining agreement(s), and applicable law, provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

- (1) Incumbent Employees are as defined in Section H.2, entitled *Definitions*.

- (i) Pay. Subject to the Workforce Transition clause, the Contractor shall provide equivalent base pay to Incumbent Employees as compared to pay provided by the Incumbent Contractor(s) for at least the first year of the term of the Contract.
- (ii) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by the Incumbent Contractor(s). Comparability of the total benefit package shall be determined by the Contracting Officer in his/her sole discretion.

Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable), pursuant to pension plan eligibility requirements, applicable collective bargaining agreement(s) and applicable law.

- (2) Non-Incumbent Employees are as defined in Section H.2 entitled, *Definitions*. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

- (3) Cash Compensation

- (i) The Contractor shall submit the below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
  - A. Any proposed major compensation program design changes prior to implementation.
  - B. Variable pay programs/incentives. If not already authorized under a Compensation Plan, a justification shall be provided with proposed costs and impacts to budget, if any.

- C. In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund:
1. The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
  2. The budget used for both Merit Increase funds and Promotion/ Adjustment funds shall be based on the payroll for the end of the previous CIP year.
  3. Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
  4. Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.
- D. If a Contractor does not meet the criteria included in (C) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability, unless the Contracting Officer, in accordance with the subparagraph (n) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or an independent public accounting firm under the DOE contract for such services. Otherwise, the CIP should include the following components and data:
1. Comparison of average pay to market average pay.
  2. Information regarding surveys used for comparison.
  3. Aging factors used for escalating survey data and supporting information.
  4. Projection of escalation in the market and supporting information.
  5. Information to support proposed structure adjustments, if any.
  6. Analysis to support special adjustments.
  7. Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the CIP are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the

plan amount (for example, in the event of a major reduction in force or significant ramp-up).

8. A discussion of the impact of budget and business constraints on the CIP amount.
  9. Comparison of pay to relevant factors other than market average pay.
- E. Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial Contract award and when key personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).
- (ii) The Contracting Officer’s approval of individual compensation actions will be required only for the top Contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (d)(3)(i)(E) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.
  - (iii) Severance Pay is not payable to an employee under this Contract if the employee:
    - A. Voluntarily separates, resigns, or retires from employment,
    - B. Is offered employment with a successor/replacement contractor,
    - C. Is offered employment with a parent or affiliated company, or
    - D. Is discharged for cause.
  - (iv) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.
- (e) Pension and Other Benefit Programs
- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval benefit changes that result in increases to the Department’s long-term pension and other actuarial liabilities that are reported in the Department’s financial statement and increases in other benefits such as paid time off, insurance and employer contributions for defined contribution pension plans. Examples of benefits changes that increase the Department’s long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions. Any changes made by the Contractor shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction.
  - (2) The “Employee Benefits Value Study” and an “Employee Benefits Cost Survey Comparison” as described below are methodologies designed to assist the Contracting Officer in contract

administration and oversight. As an alternative to Employee Benefits Cost Survey Comparison, the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or from DOE's independent public accounting firm (under contract with DOE), in accordance with subparagraph (n) to assist in determining whether costs are reasonable, allowable, allocable, and in accordance with the terms of the contract.

- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) (except for defined benefit plans that are closed to new entrants) and (ii) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (BenVal) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs.
  - (i) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value of the benefits programs offered by the Contractor to Employees measured against the relative value of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post-retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,
  - (ii) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey. Alternatively in accordance with subparagraph (n) the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE), and not require the submission of an Employee Benefits Cost Study.
- (4) When the net benefit value exceeds the comparator group by more than the percentage threshold established by the Head of the Contracting Activity, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, when and if requested in writing by the Contracting Officer.
- (5) When the benefit costs as a percent of payroll exceeds the comparator group by more than the percentage threshold established by the Head of the Contracting Activity, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, when and if requested in writing by the Contracting Officer.
- (6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.

- (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
  - (8) Cost reimbursement for post-retirement benefits (PRBs) other than pensions is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service of not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
  - (9) Each Contractor sponsoring a defined benefit pension plan and/or post-retirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the contractor submission (see (g)(6) below for Pension Management Plan requirements).
  - (10) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
- (f) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract Award.
  - (2) Except for Commingled Plans in existence as of the effective date of the contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to Separate Plans at the time of new Contract Award or the extension of a contract.
- (g) Basic Requirements

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

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act of 1974 (ERISA), and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor' assumption of Contract performance.
- (2) Each Contractor's defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA Section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA Section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA Section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or

custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA Section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.
  - (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
  - (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
  - (6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.
- (h) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans
- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the ERISA, as amended by the Pension Protection Act of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.
  - (2) Contractors that sponsor multi-employer defined benefit pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the Pension Protection Act, will require prior approval of the Contracting Officer and will be considered on a case-by-case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the

minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(i) Reporting Requirements for Designated Contracts

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

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing Internal Revenue Service (IRS) Form 5500.
- (2) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(j) Changes to Pension and PRB Plans

No presumption of allowability will exist when the Contractor makes changes to existing pension plans or PRB plans, and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval changes that result in increases to the Department's long-term pension and PRB liabilities that are reported in the Department's financial statement. Examples of changes that increase the Department's long-term liabilities include defined benefit pension plan changes and PRB plan changes. At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, to the Contracting Officer. The Contracting Officer must approve plan changes that increase the Department's long-term liabilities as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
  - (i) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
  - (ii) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
  - (iii) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
  - (iv) the Summary Plan Description; and,
  - (v) any such additional information as requested by the Contracting Officer.



- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see (e)(1) above). The justification must:
  - (i) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
  - (ii) provide the dollar estimate of savings or costs, and
  - (iii) provide the basis of determining the estimated savings or cost.

(k) Terminating Operations

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

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor(s) notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(l) Terminating Plans

- (1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability

matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To affect the purposes of this paragraph, DOE and the Contractor may stipulate to a schedule of payments.

(m) Special Programs

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

(n) Alternate Contractor Human Resource Requirements

Alternatively, the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE); if the Contracting Officer does, the Contractor will not be required to submit the: (A) Compensation Increase Plan; and/or (B) Employee Benefits Cost Study.

(o) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

#### **H.6 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits**

- (a) Service Credit. The Contractor shall provide pension and other benefit plans to Incumbent Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
  - (1) Service Credit for Leave. For Incumbent Employees hired by the Contractor as set forth in clause H.2, entitled *Definitions*, the Contractor shall carry over accrued leave balances and the length of service credit from Incumbent Contractors for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law and applicable collective bargaining agreement(s).
  - (2) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to H.5 clause entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits*.
- (b) Allowable Salary for Key Personnel. Within 20 days after the effective date of the Contract Transition Task Order in the NTP or as identified by the Contracting Officer, the Contractor shall submit EM Form 3220.5, *Application for Contractor Compensation Approval*, to the Contracting Officer for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the Contracting Officer.
- (c) Annual Actuarial Valuations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract consistent with the plan documents. The Contractor shall submit to the Contracting Officer annual actuarial valuations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This valuation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial valuation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the valuation, including but not limited to discrimination, participation and

coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.

- (1) Meeting Testing Requirements. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that indicate when the Contractor's Defined Benefit Pension Plan(s) may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify when the Defined Benefit Pension Plan(s) may not meet testing requirements for the current plan year and the following plan year.
- (2) Failure to Meet Testing Requirements. In the case that the approved threshold factors described above and other factors as approved or requested by the Contracting Officer indicate that the Defined Benefit Pension Plan(s) may not meet testing requirements, the Contractor shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the status for testing purposes.
- (3) Changes to the Defined Benefit Pension Plan(s). In addition to any other provision of this Contract, including but not limited to clause H.5, the Contractor shall provide advance written notification to the Contracting Officer for any other changes or amendments to the Defined Benefit Pension Plan(s) no less than 30 days prior to implementing the change or amendment. The advance written notification shall include the information detailed in H.5(j)(1).

## **H.7 Workforce Transition and Benefits Transition: Plans and Timeframes**

- (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan for Contracting Officer approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*, and Section I clause DEAR 952.226-74, *Displaced Employee Hiring Preference*. The Workforce Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

- (1) Within 10 days after the effective date of the Contract Transition Task Order in the NTP, the Contractor shall:
  - (i) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning the Incumbent Employees and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and clause H.9, *DOE-H-2028 Labor Relations*, and contact information for the above personnel.
  - (ii) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits during the Contract Task Order transition period*.
  - (iii) Establish and submit to the Contracting Officer a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with its prospective employees and any labor organizations representing those employees, regarding

implementation of the requirements set forth in clauses H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*.

- (iv) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees as defined in Clause H.2, Definitions.
  - (v) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding its Incumbent Employees throughout the Contract Task Order transition period.
- (2) Within 15 days after the effective date of the Contract Transition Task Order in the NTP, the Contractor shall:
- (i) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and with the requirements of clause H.9, *H-2028 Labor Relations*, as applicable.
  - (ii) Establish and provide a copy to the Contracting Officer of its final written communication plan regarding:
    - A. Implementation of the hiring preferences in clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; and
    - B. The communication process among DOE, site tenants and, if applicable, labor organizations representing Incumbent Employees.
- (3) Within 30 days after the effective date of the Contract Transition Task Order in the NTP, the Contractor shall provide to the Contracting Officer a copy of the final Workforce Transition Plan described in paragraph (a) above.
- (4) Within 30 days after the effective date of the Contract Transition Task Order in the NTP, the Contractor shall provide to the Contracting Officer copies of the final transition agreements described in paragraph (a)(1)(ii) above.
- (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.
- (i) During the 120-day contract transition period, such reports shall be provided to the Contracting Officer on a weekly basis; or
  - (ii) On a less frequent basis, if requested by the Contracting Officer.
- (6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer.

(b) Benefits Transition Plan.

- (1) The Contractor shall submit a draft Benefits Transition Plan for Contracting Officer approval, within 20 days after the effective date of the Contract Transition Task Order in the NTP, as set forth herein.
  - (i) A detailed description of the Contractor’s plans and procedures on how the Contractor will comply with clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*; H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*; and this paragraph (b).
  - (ii) All transitions of the existing pension(s) plans including market-based retirement and medical plans and other existing benefit plans, as well as establishment of any new plans, shall be completed by the end of the contract Task Order transition period.
  - (iii) A detailed description of the Contractor’s policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
  - (iv) A written description of how pension and other benefit plans provided to employees pursuant to clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits* and H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* will be transitioned, or if needed, developed and implemented on or before the last day of the contract Task Order transition period.
  - (v) If needed, an asset transfer agreement(s) to transfer assets from the Incumbent Contractor’s defined benefit pension plan(s) to new defined benefit pension plan(s) to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract.

On or before the last day of the contract Task Order transition period the Contractor shall provide: 1) a description of the necessary transactions and how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and 2) a schedule for Contracting Officer approval for when the benefit plan will be developed, and assets transferred.

- (2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.
  - (i) Within 10 days after the effective date of the Contract Transition Task Order in the NTP, the Contractor shall:
    - A. Provide the Contracting Officer with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the contact information for the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan.
    - B. Request the Incumbent Contractor(s) to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from the Incumbent

Contractor’s existing defined pension plan and other benefit plans on or before the end of the [insert appropriate language “contract” or “Task Order”] transition Period.

- C. Provide the Contracting Officer estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.
- (ii) Within 20 days after the effective date of the Contract Transition Task Order in the NTP, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from the Incumbent Contractor pertaining to the existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in clauses H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*, and H.6, *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*.
  - (iii) Within 30 days of effective date of the Contract Transition Task Order in the NTP, the Contractor shall:
    - A. Submit the final draft Benefits Transition Plan.
    - B. Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in clauses H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits*, and H.6 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits* including requirements pertaining to the transition of existing benefit plans (or plan segments) and, if needed, the establishment of employee benefit plans.
    - C. Identify relevant Contractor personnel or other personnel who will administer or assist in administering the benefit plans, including the Contractor’s benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any other personnel deemed necessary by the Contractor.
    - D. Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Incumbent Contractor(s), if and when necessary. The meeting shall include the Contractor’s benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under clauses H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits* and H.6 *Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits*, including execution of transition agreements with the Incumbent Contractor(s), and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.
  - (iv) Within 45 days after effective date of the Contract Transition Task Order in the NTP, the Contractor shall provide the following to the Contracting Officer:

- A. A final written Benefits Transition Plan, to include a written description of how the existing benefit plans provided to employees pursuant to clause H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits* will be amended and restated on or before the last day of the contract Task Order transition period.
  - B. Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s) to ensure the Contractor's compliance with the pay and benefits requirements set forth in clause H.4, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance* and H.5, *DOE-H-2001 Employee Compensation: Pay and Benefits*.
  - C. Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor(s), including but not limited to amendments effectuating the change in sponsorship/participating employer in the Incumbent Contractor's segment of the Pension Plan(s). If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions for pension and other benefit plans sponsored by the Incumbent Contractor(s). Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
  - D. If needed, as agreed to in the final written Benefits Transition Plan in (A) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans, and other benefit plans or plan changes to existing benefit plans with time frames for implementation including applicable draft Summary Plan Descriptions that the Contractor proposes to sponsor.
- (v) No later than 60 days after the effective date of the Contract Transition Task Order in the NTP and prior to the adoption or execution of those documents identified in paragraph (iv)(A-D) above, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of these documents.
  - (vi) If the Contractor is unable to fully implement a market-based plan by the end of the contract Task Order transition period, the Contractor shall submit a proposal (including, but not limited to, plan description, proposed changes, schedule, implementation strategy, cost/benefit analysis) within 90 days after the end of the contract Task Order transition period to the Contracting Officer for approval.
  - (vii) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above subparagraphs (b)(1) and (b)(2) within two days of receipt of the comments, or the period of time specified by the Contracting Officer.
- (3) After the Contract Transition Period and throughout the remaining ordering period of the Contract, the Contractor shall promptly provide upon request the following information to the Contracting Officer:
- A. Documents relating to benefit plans offered to Contractor employees, including but not limited to Summary Plan Descriptions, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract;



- B. Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in clause H.5 *DOE-H-2001 Employee Compensation: Pay and Benefits*; and
- C. Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the Contracting Officer for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.

#### **H.8 DOE-H-2004 Post Contract Responsibilities for Pension and Other Benefit Plans (Oct 2014)**

- (a) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans identified in (g)(l) of clause H.5 entitled, *DOE-H-2001 Employee Compensation: Pay and Benefits (collectively, the “Plans”*, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:
  - (1) Spinoff the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities; and
  - (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (b) If this Contract or any applicable Task Order expires or terminates, and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract or any applicable Task Order has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contractor any applicable Task Order, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract or any applicable Task Order completion:
  - (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
  - (2) The parties shall exercise their best efforts to reach agreement on the Contractor’s responsibilities for sponsorship, management, and administration of the Plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have

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

#### **H.9 DOE-H-2028 Labor Relations (Oct 2014) (Revised)**

- (a) The Contractor shall respect the right of employees to organize, and to form, join, or assist labor organizations; to bargain collectively through their chosen labor representatives; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) Consistent with applicable labor laws and regulations, for work currently performed by workers represented by the International Association of Machinists and Aerospace Workers, Lodge 2401 (Operations/Maintenance Unit and Technician Unit) (the union) on the effective date of this Contract, the Contractor agrees to initially consult with the union regarding the initial terms and conditions of employment and to recognize the union as the collective bargaining representative for individuals performing work that has historically and traditionally been performed by workers represented by the union and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the WVDP site.
- (c) The Contractor shall submit its economic bargaining parameters to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The approval of the economic bargaining parameters by the Contracting Officer under this paragraph does not waive any other terms and conditions of the Contract.
- (d) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201-1, and all applicable Federal and state labor relations laws.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract or specific Task Order contain provisions designed to assure no disruption in services during the performance of the Contract or specific Task Order. All such collective bargaining agreements entered into during the Contract Ordering Period/Task Order period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each

collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.

- (f) In addition to FAR 52.222-1, *Notice to the Government of Labor Disputes*, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (g) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (h) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (i) The Contractor shall provide the Contracting Officer or designee with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE’s iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
- (j) The Contractor shall provide to the Contracting Officer or designee a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. Within one day of receipt, the Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
  - (1) List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
  - (2) A brief description of issues regarding each grievance;
  - (3) If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed; and
  - (4) If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.
- (k) Consistent with applicable labor laws and regulations, the Contractor and its subcontractors at all tiers performing work covered by the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) shall become signatory to the project labor agreement with the South Western New York Building Trades Council covering the WVDP site. The Contractor employees and subcontractor employees performing such work shall receive pay and benefits consistent with the labor agreement unless otherwise negotiated between the Contractor and the South Western New York Building Trades Council. The applicable labor agreement(s) apply to construction performed under the contract consistent with the terms of the applicable labor agreement(s). Copies of the project labor agreement with the South Western New York Building Trades Council covering the WVDP site are available at [WVDPPPhase1B \(doe.gov\)](#).

## H.10 Workforce Restructuring

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 30 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a Self-Select Voluntary Separation Program will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (1) The separating employee is leaving voluntarily;
  - (2) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short term program;
  - (3) The replacement results in a net reduction in headcount and costs of regular employees; and
  - (4) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
- (c) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.
  - (d) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.
  - (e) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 60 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted 30 business days in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary

Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.

- (f) Pay-in-lieu of notice beyond two workweeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (g) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available online at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.
- (h) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or NNSA site counsel, as applicable, prior to notification of employees selected for involuntary separation.
- (i) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- (j) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (k) Questions of cost allowability related to: a) any Self-Select Voluntary Separation Programs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, DEAR at 48 C.F.R. 952.231-71(f).

### **H.11 Labor Standards**

- (a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Construction Wage Rate Requirements statute (formerly known as the Davis-Bacon Act), the Service Contract Labor Standards statute (formerly known as the Service Contract Act of 1965), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Construction Wage Rate Requirements, Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Construction Wage Rate Requirements, Contractor shall maintain payroll records for a period of three years from completion of the Contract, or applicable Task Order, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publications WH-1321, *Employee Rights under the Davis-Bacon Act*, and/or WH-1313, *Employee Rights on Government Contracts*.
- (c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.
- (d) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 Code of Federal Regulations (CFR) 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, Task Order, or subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.
- (e) The Contractor shall prepare and submit, to the Contracting Officer, the *Semi-Annual Davis-Bacon Enforcement Report*, by April 21 and October 21 of each year. Form submittal will be administered through the DOE iBenefits system or its successor system.

#### **H.12 DOE-H-2003 Worker's Compensation Insurance (Oct 2014)**

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.

- (d) The Contractor shall obtain approval from the Contracting Officer before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the Contracting Officer.

### **H.13 DOE-H-2073 Risk Management and Insurance Programs (Dec 2014)**

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

- (a) Basic Requirements
- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.
  - (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.5070 entitled, *Indemnification* and DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
  - (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, and DEAR 952.231-71 entitled, *Insurance-Litigation and claims*.
  - (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
  - (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
  - (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
  - (7) Ensure self-insurance programs include the following elements:
    - (i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention, such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The self-insured retention components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
    - (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

- (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
- (iv) Accounting of self-insurance charges.
- (v) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
  - A. The claims reserve shall be held in a special fund or interest bearing account.
  - B. Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
  - C. Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer review.
  - D. Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- (8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- (9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
- (b) Plan Experience Reporting. The Contractor shall:
  - (1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
    - (i) The amount paid for each claim.
    - (ii) The amount reserved for each claim.
    - (iii) The direct expenses related to each claim.
    - (iv) A summary for the year showing total number of claims.
    - (v) A total amount for claims paid.
    - (vi) A total amount reserved for claims.
    - (vii) The total amount of direct expenses.
  - (2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
  - (3) Provide additional claim financial experience data as may be requested on a case by- -case basis.
- (c) Terminating Operations. The Contractor shall:
  - (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating;



- (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer; and
  - (3) Reach agreement with DOE on the handling and settlement of self-insurance claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.
- (d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:
- (1) Obtain the written approval of the contracting officer for any change in program direction; and
  - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the contracting officer.

## BUSINESS SYSTEM CLAUSES

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

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

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

Contractor business systems means:

- (1) “Accounting system”, if this contract includes the Section H clause entitled, *Accounting System Administration*;
- (2) “Earned value management system”, if this contract includes the Section H clause entitled, *Earned Value Management System*;
- (3) Estimating system, if this contract includes the Section H clause entitled, *Cost Estimating System Requirements*;
- (4) “Property management system”, if this contract includes the Section H clause entitled, *Contractor Property Management System Administration*; and
- (5) “Purchasing system”, if this contract includes the Section H clause entitled, *Contractor Purchasing System Administration*.

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

- (b) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.
- (c) Significant deficiencies.
- (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

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

(d) Withholding payments.

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

(i) Correct the deficiencies; or

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

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

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

(C) A schedule for implementation; and

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

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

(3) Payment withhold percentage limits.

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

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

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

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

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

- (i) Interim payments under:
  - (A) Cost-reimbursement contracts;
  - (B) Incentive type contracts;
  - (C) Time-and-materials contracts; or
  - (D) Labor-hour contracts.
- (ii) Progress payments to include fixed-price contracts.
- (5) Performance-based payments to include fixed-price contracts. Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
- (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.
- (7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the CO may withhold payment in accordance with the provisions of this clause.
- (8) The payment withholding authorized in this clause is not subject to the interest-penalty- provisions of the Prompt Payment Act.
- (e) Correction of deficiencies.
  - (1) The Contractor shall notify the CO, in writing, when the Contractor has corrected the business system's deficiencies.
  - (2) Once the Contractor has notified the CO that all deficiencies have been corrected, the CO will take one of the following actions:
    - (i) If the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO's final determination, the CO will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the CO determines that those significant deficiencies are corrected.
    - (ii) If the CO determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (d) of this clause, and not invoice for any monies previously withheld.
    - (iii) If the CO determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the CO will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the CO's final determination, and authorize the Contractor to bill for any monies previously withheld.

- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the CO has not made a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause, the CO will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the CO makes a determination in accordance with paragraphs (e)(2)(i), (ii), or (iii) of this clause.
- (v) At any time after the CO directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the CO determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the CO will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the CO determines that the Contractor has corrected all significant deficiencies as directed by the CO final determination.

### **H.15 DOE-H-2023 Cost Estimating System Requirements (Oct 2014) (Revised)**

(a) Definitions.

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

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems; and
- (4) Is subject to applicable financial control systems.

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

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

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

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

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

- (1) The total prime contract value exceeds \$50 million, including options; or
- (2) The Contractor was notified, in writing, by the CO that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

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

(2) An estimating system disclosure is acceptable when the Contractor has provided the CO with documentation no later than 60 days after the effective date of the ~~transition task order~~Contract Transition Task Order that:

- (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
- (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall:

- (i) Comply with its disclosed estimating system; and
- (ii) Disclose significant changes to the cost estimating system to the CO on a timely basis.

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

- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
- (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
- (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.

- (v) Provide for adequate supervision throughout the estimating and budgeting process.
  - (vi) Provide for consistent application of estimating and budgeting techniques.
  - (vii) Provide for detection and timely correction of errors.
  - (viii) Protect against cost duplication and omissions.
  - (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
  - (x) Require use of appropriate analytical methods.
  - (xi) Integrate information available from other management systems.
  - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
  - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
  - (xiv) Provide procedures to update cost estimates and notify the CO in a timely manner.
  - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
  - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
  - (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and DEAR (48 CFR chapter 9).
- (e) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
    - (i) Remaining significant deficiencies;

- (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the CO’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (g) Withholding payments. If the CO makes a final determination to disapprove the Contractor’s estimating system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

### **H.16 DOE-H-2024 Earned Value Management System (Mar 2019) (Revised)**

Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

- (1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the

contractor's various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.

- (2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.
  - (i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) Planning & Scheduling Excellence Guide and the GAO Schedule Assessment Guide.
  - (ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.
  - (iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month's accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)
  - (iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.
- (b) EVMS certification.
  - (1) For contracts supporting projects valued at \$100M or more, the contractor's EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA-748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE's EVMS certifying authority. If, at the time of award, the contractor's EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.
  - (2) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.
- (c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.
- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after award of the Task Order. DOE and the contractor will use



the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.
- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (g) Significant deficiencies.
  - (1) The Contracting Officer will provide a determination to the contractor, in writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.
  - (2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.
  - (3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning—
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action;
    - (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
    - (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
  - (4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.

- (i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.
- (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines contained in EIA-748.
  - (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.
  - (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):  
  
[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]
  - (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):  
  
[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]
- (j) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall—
- (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
  - (2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
  - (3) Be responsible for full compliance with paragraph (a) of this clause; and
  - (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

#### **H.17 DOE-H-2025 Accounting System Administration (Oct 2014) (Revised)**

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

- (i) Applicable laws and regulations are complied with;
  - (ii) The accounting system and cost data are reliable;
  - (iii) Risk of misallocations and mischarges are minimized; and
  - (iv) Contract allocations and charges are consistent with billing procedures.
- (2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.
- (3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

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

(c) System criteria.

The Contractor's accounting system shall provide for:

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

- (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
  - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
  - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR31 entitled, *Contract Cost Principles and Procedures*, and other contract provisions;
  - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
  - (14) Segregation of preproduction costs from production costs, as applicable;
  - (15) Cost accounting information, as required:
    - (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
    - (ii) To readily calculate indirect cost rates from the books of accounts.
  - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
  - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
  - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The CO will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO final determination concerning:
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

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

### **H.18 DOE-H-2026 Contractor Purchasing System Administration (Oct 2014) (Revised)**

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

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

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

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

- (b) General.

The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the ~~transition task order~~ Contract Transition Task Order. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

- (c) System criteria.

The Contractor's purchasing system shall:

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the FAR (48 CFR Chapter 1) and the DOE Acquisition Regulation (48 CFR Chapter 9);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flow down clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices in accordance with 48 CFR 15.404-1;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices in accordance with 48 CFR 15.404-3;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection in accordance with 48 CFR 16 and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;
- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flow down clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 USC chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flow down clauses, as required by 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort;
- (24) Establish ~~and perform~~ Annual Subcontract Audit plans ~~with~~and perform audits consistent with IIA and/or Generally Accepted Government Auditing Standards (GAGAS) audit standards; and
- (25) Establish and maintain procedures to timely notify the CO, in writing, if:
  - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the Contract, Task Order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
  - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).
- (d) Significant deficiencies.
  - (1) The CO will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
  - (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
  - (3) The CO will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the CO's final determination concerning:
    - (i) Remaining significant deficiencies;
    - (ii) The adequacy of any proposed or completed corrective action; and
    - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the CO's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the CO makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause entitled, *Contractor Business Systems*, the CO will withhold payments in accordance with that clause.

## **H.19 DOE-H-2027 Contractor Property Management System Administration (Oct 2014) (Revised)**

(a) Definitions. Property in this clause refers to personal property only. As used in this clause:

- (1) “Acceptable property management system” means a property system that complies with the system criteria in paragraph (c) of this clause.
- (2) “Property management system” means the Contractor’s system or systems for managing and controlling Government property.
- (3) “Significant deficiency” means a shortcoming in the system that materially affects the ability of officials of the DOE to rely upon information produced by the system that is needed for management purposes.

(b) General.

The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the CO documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after the effective date of the ~~transition task order~~ Contract Transition Task Order. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the CO and/or withholding of payments.

(c) System criteria.

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

(d) Significant deficiencies.

- (1) The CO will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the CO that identifies significant deficiencies in the Contractor’s property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor does not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The CO will evaluate the Contractor’s response or the Contractor’s lack of response and notify the Contractor, in writing, of the CO’s final determination concerning:
  - (i) Remaining significant deficiencies;
  - (ii) The adequacy of any proposed or completed corrective action; and
  - (iii) System disapproval, if the CO determines that one or more significant deficiencies remain.

(e) If the Contractor receives the CO’s final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or



submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

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

## **DOE CORPORATE CLAUSES OTHER THAN CHRM OR BUSINESS SYSTEMS**

### **H.20 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (Oct 2014) (Revised)**

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.
- (b) Liability and responsibility for fines or penalties and associated costs arising from or related to violations of environmental requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and safety, health or quality requirements shall be borne by the party that caused the violation(s). This clause resolves liability for fines and penalties though the cognizant regulatory authority may assess such fines or penalties upon either party or both parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs permit application, manifest, reports or other required documents, is assessed a fine or penalty, is a permittee, or is named subject of an enforcement action.
- (c) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. DOE may participate in all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraphs (a) and (b) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (d) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

### **H.21 DOE-H-2016 Performance Guarantee Agreement (Oct 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-7. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

## H.22 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section J, Attachment J-7 entitled, *Performance Guarantee Agreement*. The individual signing the *Performance Guarantee Agreement* for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues. The parent companies shall proactively support the Responsible Corporate Official to ensure adverse contract performance issues are avoided, identified, and/or resolved in a timely manner. The Responsible Corporate Official shall promptly notify the DOE Contracting Officer of the corrective actions (both taken and planned) to address the adverse contract performance.

Responsible Corporate Official: [Offeror Fill-In]

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

Corporate Board of Directors: [Offeror Fill-In]

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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

The Responsible Corporate Official and Corporate Board of Directors shall be engaged and accountable for performance of the contract scope and the highest standard of business integrity through the Contractor’s robust performance assurance system in accordance with DOE Order 226.1B *Implementation of Department of Energy Oversight Policy* and the Section H clause entitled *Contractor Assurance System*. The Responsible Corporate Official through the Contractor shall submit to the Contracting Officer a quarterly report using appropriate corporate metrics for DOE review. The quarterly report shall be risk-informed and a credible self-assessment that includes individual project performance, technical solutions, as needed, and appropriate coverage of potentially high consequence activities under the contract, including work of subcontractors. The annual Contractor Performance Assessment Reporting System (CPARS) evaluation shall consider the execution of the requirements of this clause, including the Contractor’s performance managing its subcontractors.

**H.23 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)**

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

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-55	Freedom of Information and Privacy Act (FOIA/PA) Requests for Records
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

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

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

FAR 52.224-1 entitled, *Privacy Act Notification*, FAR 52.224-2 entitled, *Privacy Act*, and FAR 52.224-3 entitled, *Privacy Training* are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of records, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of records DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

**H.24 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract (Jul 2018)**

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

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings,

operational manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1 *Rights in Data- Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

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

#### **H.25 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to

any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.

- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

#### **H.26 DOE-H-2033 Alternative Dispute Resolution (Oct 2014)**

- (a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.
- (d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO’s final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO’s final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor’s request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO’s request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

#### **H.27 DOE-H-2034 Contractor Interface with Other Contractors and/or Government Employees (Oct 2014) (Revised)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may

be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

### **H.28 DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)**

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

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

### **H.29 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014) (Revised)**

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

- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign or accept transfer and assignment of existing subcontracts including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts. The following subcontracts are determined necessary for transfer to the successor contractor:

<u>Subcontract</u>	<u>Title</u>	<u>Subcontractor Name</u>	<u>Subcontract Number</u>
--------------------	--------------	---------------------------	---------------------------

TBD

### **H.30 DOE-H-2045 Contractor Community Commitment (Oct 2014) (Revised)**

- (a) The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- (b) The Contractor’s annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE’s community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above. Actions and activities in the areas listed below are representative of the areas in which the Contractor may choose to perform. However, the list is not all-inclusive and is not intended to preclude the Contractor from initiating and performing other constructive community activities nor involvement in charitable endeavors it deems worthwhile.
  - (1) Regional educational outreach programs. The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of contractor employees to schools, colleges, and universities. Regional educational outreach programs could involve providing contractor employees the opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning, or encouraging students to pursue science, engineering, and technology careers.



- (2) Regional purchasing programs. The Contractor may conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.), to enable regional vendors to meet the audit and reporting requirements of the Contractor and DOE. These alliances may also serve to encourage the formation of regional trade associations, which will better enable regional businesses to satisfy the Contractor's needs.

The Contractor may coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities. DOE encourages the use of regional vendors in fulfilling contract requirements.

- (3) Community support. The Contractor may directly sponsor specific local community activities or sponsor individual employees to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of its organization.
- (c) The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.
- (d) The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

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

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the effective date of the Contract Transition Task Order in the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:
- (1) A statement of the Contractor's policies and practices; and
  - (2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-4 entitled, *Contract Deliverables*. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

### **H.32 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)**

The Contractor's Representations, Certifications, and Other Statements, dated [Offeror Fill-In] made in response to Solicitation No. [Offeror Fill-In] are hereby incorporated into the contract.

### **H.33 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851 (Oct 2014)**

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, *Worker Safety and Health Program*, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

### **H.34 DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)**

- (a) The following subcontractors have been determined to be Teaming Subcontractors:

[Offeror Fill-In]

- (b) In the event that the Contractor plans either to award or use a new Teaming Subcontractor or replace an existing, approved Teaming Subcontractor identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

### **H.35 DOE-H-2059 Preservation of Antiquities, Wildlife, and Land Areas (Oct 2014)**

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

### **H.36 DOE-H-2061 Change Order Accounting (Oct 2014)**

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

### H.37 DOE-H-2063 Confidentiality of Information (~~Oct 2014~~Feb 2022) (Revised)

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including *legacy* Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
  - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) Information which is subject to release under applicable law.
- (c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
- ~~(d)~~(d) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
- ~~(d)~~(e) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.
- ~~(e)~~(f) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- ~~(f)~~(g) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

### **H.38 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

### **H.39 DOE-H-2068 Conference Management (~~Oct 2014~~Mar 2023)**

The Contractor agrees that:

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

- ~~(b) For the purposes of this clause, “conference” is defined in Attachment 2 to the Deputy Secretary’s memorandum of August 17, 2015, entitled *Updated Guidance on Conference Related Activities and Spending*.~~
- (b) For the purposes of this clause, “conference” is first defined by the Federal Travel Regulation (FTR) as “[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term ‘conference’ also applies to training activities that are considered to be conferences under 5 C.F.R. 410.404.” Additionally, the Department’s conference activity reporting guideline expands the FTR conference definition to disregard attendee travel as a determining factor, i.e., reporting can be required without the existence of attendee travel.
- ~~(e) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:~~
- ~~(1) The Contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:~~
- ~~(i) Covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific Department’s expanded conference); or~~
- ~~(ii)(c) Purchases goods or services from the definition, and a DOE contractor holds the role of primary decision-maker for key planning items such as conference planners (e.g., attendee registration fees, renting booth space), theme, agenda, location/venue, dates, and conference participation.~~
- ~~(2) The Contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote Merely providing the contractor’s facility space for a conference, or contractor staff participating in a conference. Exceptions include non M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).~~
- ~~(d) Attending a, or procuring conference booth space, giving a speech, or serving as an honorary chairperson does not connote contractor sponsorship.~~
- ~~(e) The ~~Contractor~~Contractor will provide information on conferences they plan to sponsor ~~with, when~~ expected costs ~~exceeding~~exceed \$100,000 in net costs to the Department, in the Department’s Conference Management Tool, ~~(CMT)~~, including:~~
- ~~(1) Conference title, description, and date;~~
  - ~~(2) Location and venue;~~
  - ~~(3) Description of any unusual expenses (e.g., promotional items);~~
  - ~~(4) Description of contracting procedures used (e.g., competition for space/support);~~
  - ~~(5) Costs for space, food/beverages, audio visual, travel ~~+/~~per diem, attendee registration costs, ~~recovered costs (e.g., through exhibit fees); and~~~~
  - ~~(6) Number of attendees.~~

- (f) The Contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the ~~CO~~Contracting Officer and approved by the corresponding federal executive oversight entity.
- (g) For DOE-sponsored conferences, (i.e., sponsored by a Departmental Element), the ~~contractor~~Contractor will not expend funds on the proposed conference that exceeds \$100,000 in net estimated DOE cost, until notified by it is approved in the CO-CMT by the management of the Departmental Element sponsoring the conference,
- ~~(1) DOE-sponsored conferences include events that meet the Department's expanded conference definition of a conference, and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a Departmental Element holds the role of primary decision-maker for key planning items such as conference. Exceptions include instances where DOE:~~
- ~~(1) Covers theme, agenda, location/venue, dates and conference participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific,~~
- ~~(i) Merely providing Federal facility space for a conference); or~~
- ~~(ii) Purchases goods or services from the, or Federal staff participating in a conference planners (e.g., attendee registration fees; renting booth space) or provides funding to the, or procuring conference planners through Federal grants.~~
- (2) ~~Attending a conference booth space,~~ giving a speech, or serving as an honorary chairperson does not connote DOE sponsorship.
- (3) The Contractor will provide cost and attendance information on their participation in all ~~DOE sponsored conference~~DOE-sponsored conferences in the DOE Conference Management Tool.
- (h) For ~~non-Contractor~~conferences sponsored ~~conferences~~by a non-DOE external entity, the Contractor shall develop and implement a process to ensure costs related to such conferences are tracked, allowable, allocable, reasonable, and further the mission of DOE/NNSA. ~~This process must at a minimum:~~
- ~~(1) Track all conference expenses; and~~
- ~~(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.~~
- (i) Contractors are not required to enter participation or cost information on ~~non-sponsored~~ conferences sponsored by a non-DOE external entity in DOE'sDOE'S Conference Management Tool.
- ~~(j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.~~

#### **H.40 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)**

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
  - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
    - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days’ lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
    - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
    - (iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.
  - (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.
  - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
  - (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example the employee’s return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.
  - (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
  - (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.



**H.41 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)**

- (a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel for this Contract are identified below (Table H-1):

**Table H-1. Key Personnel**

Name	Position
[Offeror Fill-In]	Program Manager
[Offeror Fill-In]	Decontamination & Decommissioning Manager
[Offeror Fill-In] (as applicable)	[Offeror Fill-In] (as applicable)
[Offeror Fill-In] (as applicable)	[Offeror Fill-In] (as applicable)

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

- (1) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station is located on the West Valley Demonstration Project (WVDP) or within the local area. The Program Manager shall be employed by the Prime Contractor. The Program Manager and any key personnel whom manage and/or routinely make decisions on behalf of the Security Force (both armed and un-armed officers) shall be cleared to the “L” level and operate in accordance with DOE Order 470.4 and the *Security Executive Agent Directives*. Key personnel requiring an “L” clearance shall have such at the time of their effective employment date in support of this Contract, or the ability to obtain such within 12 months of their effective employment date in support of this Contract. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.
  - (2) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or the Contractor will be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated
  - (3) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (b) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:
- (1) Key personnel are considered “managerial personnel” under the clause DEAR 952.231-71 entitled, *Insurance – Litigation and Claims*.
  - (2) For the purposes of this Clause, “Changes to Key Personnel,” is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

- (3) For the purposes of this Clause, “Beyond the Contractor’s Control,” is defined as an event for which the Contractor lacked legal authority or ability to prevent “Changes to Key Personnel.”
- (c) Contract fee reductions for changes to Key Personnel.  
Any key person change according to the definition for “Changes to Key Personnel” above shall be subject to reduction of fee according to (c)(1) or (c)(2) below respective to the key position vacated.
- (1) Notwithstanding the approval by the CO, any time the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$1,000,000 for each and every such occurrence. A change to a key person “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (2) Notwithstanding the approval by the CO, any time a key person other than the Program Manager is removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by \$500,000 for each and every such occurrence. A change to a key person, other than the Program Manager, “Beyond the Contractor’s Control” shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the CO consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

#### **H.42 DOE-H-2071 Department of Energy Directives (Oct 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-2.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the changes clauses in Section I of this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor’s compliance with these requirements.

#### **H.43 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)**

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, *Government Property* and FAR 52.251-2 entitled, *Interagency Fleet Management System Vehicles and Related Services*.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
  - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
  - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
  - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.
  - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
  - (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.
- (c) The Contractor shall:
  - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

#### **H.44 DOE-H-2075 Prohibition on Funding For Certain Nondisclosure Agreements (Oct 2014)**

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this Contract if such policies, forms or agreements do not

contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.”

- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **H.45 DOE-H-2076 Lobbying Restrictions (Nov 2018)**

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

#### **H.46 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)**

- (a) Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
  - (1) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.
  - (2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The Contractor shall review and approve each

subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

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

#### **H.47 DOE-H-7003 Contractor Assurance System (Sep 2017) (Revised)**

- (a) The Contractor shall develop, execute, and maintain a contractor assurance system that is validated by the Responsible Corporate Official and Contractor's Board of Directors (or equivalent corporate oversight entity), and implemented throughout the Contractor's organization. This system provides reasonable assurance that the objectives of the contractor management systems are being accomplished and that the systems and controls will be effective and efficient. The contractor assurance system, at a minimum, shall include the following key attributes:
  - (1) A comprehensive description of the assurance system with processes, key activities, and accountabilities clearly identified.
  - (2) A method for verifying/ensuring effective assurance system processes. Third party audits, peer reviews, independent assessments, and external certification (such as VPP and ISO 9001 or ISO 14001) may be used.
  - (3) Timely notification to the Contracting Officer of significant assurance system changes prior to the changes.
  - (4) Rigorous, risk-based, credible self-assessments, and feedback and improvement activities, including utilization of nationally recognized experts, and other independent reviews to assess and improve the Contractor's work processes and to carry out independent risk and vulnerability studies.
  - (5) Identification and correction of negative performance/compliance trends before they become significant issues.
  - (6) Integration of the assurance system with other management systems including Integrated Safety Management.
  - (7) Metrics and targets to assess performance, including benchmarking of key functional areas with other DOE contractors, industry and research institutions. Ensure development of metrics and targets that result in efficient and cost effective performance.
  - (8) Continuous feedback and performance improvement.
  - (9) An implementation plan (if needed) that considers and mitigates risks.
  - (10) Timely and appropriate communication to the Contracting Officer, including electronic access to assurance related information.
  - (11) The initial contractor assurance system description shall be approved by DOE.
- (b) Timely notification and DOE approval must be obtained for significant assurance system changes prior to the changes being made.

## OTHER CLAUSES

### H.48 Task Ordering Procedure

- (a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP) or Cost-Reimbursement (CR).
- (b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.
- (c) Prior to issuing a Task Order, the CO will provide the Contractor with a Request for Task Order Proposal (RTP) including, at a minimum, the following:
  - (1) A Task Order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance, as well as identifying the objectives or results required from the contemplated Task Order;
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;
  - (3) The requirements for the Contractor's Task Order proposal (see reference paragraph (f) below); and
  - (4) A response time for submitting the Task Order proposal.
- (d) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.
- (e) If time constraints do not permit issuance of a fully defined Task Order in accordance with the procedures described in this clause, the CO may issue an undefinitized Task Order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date. This will only apply in exceptional circumstances, and the Contractor shall support the definitization schedule established by the Government.
- (f) The Contractor's Task Order Proposals shall include the following, as applicable to individual Task Orders:
  - (1) Discussion of the technical approach for performing the work;
  - (2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;
  - (3) A fragnet of the detailed resource-loaded schedule for that Task Order's scope of work. The Contractor shall also provide a copy of the Integrated Master Schedule showing the inclusion of the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work and the new Task Order work scope. This IMS copy forms the basis for the Baseline Change Request (BCR) or Baseline Change Proposal (BCP) upon Task Order award. Both the schedule fragnet and the IMS schedules submitted as part of the Task Order proposal must meet EVMS requirements (including required task order baseline submission representing the cost, schedule, and entire scope over the period of performance of the associated task);

- (4) The Contractor shall submit Task Order proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the Task Order Proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data if certified. Information other than cost or pricing data may be submitted in the Contractor’s own format, unless the CO decides that use of a specific format is essential and the format has been described in the RTP. Additionally, the Contractor shall utilize the rates included in Attachment J-10, IDIQ Labor Rate Schedule, for applicable labor categories;
  - (5) WBS Dictionary Sheets required to a WBS level to be determined post award by DOE (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number);
  - (6) Time-phased cost estimate at the WBS or Control Account level (to be determined by DOE);
  - (7) Basis of estimate at the WBS level or Control Account level (to be determined by DOE);
  - (8) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;
  - (9) Proposed deviations (if any) from the stated PWS requirements;
  - (10) Contractor’s proposed fee or profit, which must adhere to the criteria within DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised); and
  - (11) Any other information required to determine the reasonableness of the Contractor's proposal.
- (g) With the exception of the Contract Transition Task Order, the Contractor’s Task Order Proposals shall include separate small business subcontracting goals that afford small businesses with the maximum practicable opportunity to participate in Task Order performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category for each Task Order to ensure overall cumulative compliance with the following small business subcontracting goals for the Master IDIQ Contract:

<b>Small Business Category</b>	<b>Small Business Goals as a percentage of total subcontracted dollars*</b>
Small Businesses (categories below are subsets within this category)**	50%
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business**	5%
Non-ANC Indian Tribes**	1%
Women-Owned Small Business	5%
Ability One Program***	0.25%
<p>*The small business subcategories may not necessarily add up to the overall percentage in the Small Business category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.                      Example: Contractor plans to subcontract 50% of the Task Order value with a goal of 50% of subcontracted dollars to be issued to Small Businesses. This would equate to 25% of the total Task Order value being subcontracted to Small Businesses regarding compliance with the Subcontracted Work clause.</p>	

\*\*Small Business and Small Disadvantaged Business includes Indian tribes and Alaskan Native Corporations (ANCs). Subcontracts awarded to an Indian tribe or an ANC shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size. Subcontracts awarded to a non-ANC Indian tribe shall also be counted towards the subcontracting goal for non-ANC Indian tribes.  
\*\*\*Support is available to assist the Contractor in meeting the Ability One subcontracting goal by emailing: AbilityOnePrimeContractor@sourceamerica.org

Proposed small business subcontracting goals shall be the percent of total subcontracted work specified in each Task Order in compliance with the Contractor’s Master Small Business Subcontracting Plan, the requirements of the Section H clause entitled, Subcontracted Work, and FAR 52.219-9. With each Task Order Proposal, the Contractor shall submit a revised Section J, Attachment J-6, Master Small Business Subcontracting Plan.

If the scope of the Task Order is not conducive to establish or achieve the small business goals for each small business category identified in the table above, the Contractor shall submit to the Contracting Officer for approval, the justification for the proposed small business category percentages for that specific Task Order.

- (h) The Contractor’s Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor’s Task Order proposal or negotiate any areas of disagreement with the Contractor. After review and any necessary discussions, the CO may issue a Task Order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and Task Order number.
  - (3) PWS identifying the objectives or results desired from the Task Order, including special instructions or other information necessary for performance of the work.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) The Price of the Task Order (that is, as applicable, the Firm-Fixed-Price, Cost-Plus-Award-Fee, Cost-Plus-Incentive-Fee, etc., as those terms are used in the Federal Acquisition Regulation), and the Maximum dollar amount authorized (total Task Order value).
  - (6) Any other resources (e.g., travel, material, equipment, facilities) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.
- (j) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

#### **H.49 Subcontracted Work**

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least twenty five (25) percent of the cumulative value of Task Orders (excluding the Contract Transition Task Order as well as expenses under any other Task Orders pertaining to Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution) issued under this contract to small businesses. The Contractor’s subcontracted work shall be in compliance with the approved Section J, Attachment J-6



entitled, *Master Small Business Subcontracting Plan* and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized. Goals for the Task Orders shall be negotiated annually when revised funding levels are determined. The Master Small Business Subcontracting Plan shall include provisions for revising the goals or any other sections of the plan. Such revisions shall be in writing, approved by the Contracting Officer, and shall be specifically made a material part of the contract.

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE's goals. It should have a performance-based outcome that directly contributes to the overall contract outcome(s). The Contractor shall demonstrate effective subcontract management and administration, including but not limited to award of subcontracts as scheduled, inclusion of well-defined requirements, completion of any required subcontractor audits, and monitoring of subcontractor performance to ensure compliance with all applicable requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes. The Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies. Also, to maximize transparency and competition, the Contractor shall maintain a public listing of current and upcoming subcontract opportunities.

#### **H.50 Parent Organization Support**

- (a) For onsite work, fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. DOE provides Government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, teaming subcontractors, and/or teaming partners, unless authorized by the CO in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
- (1) Monitor safety and performance in the execution of Contract requirements;
  - (2) Ensure achievement of Contract environmental cleanup and closure commitments;
  - (3) Sustain excellence of Contract key personnel;
  - (4) Ensure effective internal processes and controls for disciplined Contract execution;
  - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
  - (6) Provide other parent organization capabilities to facilitate Contract performance.

- (c) The CO may, with unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefit relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the CO.
- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual Parent Organization Support Plan (POSP). The Contractor shall submit its initial POSP at least 30 days prior to:
  - (1) The end of the Contract Transition Period; or
  - (2) The commencement date of parent organization support proposed by the Contractor or required by the Government.

Any subsequent POSP shall be submitted at least 60 days prior to the start of each year of Contract performance.

### **H.51 Subcontractor Timekeeping Records Signature Requirement (Applies to CR Task Orders only)**

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

### **H.52 Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA)**

- (a) The EEOICPA establishes a program to provide compensation to current and former employees of the Department of Energy (DOE), its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA. DOE's responsibilities are implemented by the site with proper federal oversight with the budgetary, and programmatic direction assigned to the Office of Environment, Health, Safety and Security (AU-14).

~~(b)~~(a) The Contractor shall establish a program and respond to the requirements of the EEOICPA for their employees and activities, which includes but is not limited to:

- (1) Perform the work necessary to complete EE-5 Employment Verification Forms requested by DOL for the EEOICPA Subtitle B program;
- (2) Perform the work necessary to provide Personnel Exposure information requested by NIOSH as part of the EEOICPA Subtitle B program;
- (3) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL for the EEOICPA Subtitle E program;
- (4) Perform the work necessary to provide Visitor Personnel Exposure or information requested as part of the EEOICPA program;
- (5) Perform other necessary EEOICPA related records work, as needed, including responding to records requests and site visits related to site characterization and hazard assessment work by DOL and NIOSH;
- (6) Maintain local records to track the activities conducted under EEOICPA;

The Contractor shall conduct the following work tasks within 60 days from receipt of request in support of the EEOICPA:

- (7) Perform the work necessary to complete Employment Verifications requested by DOL for the EEOICPA Subtitle B program:
  - (i) Research and retrieve records needed to complete claims forms;
  - (ii) If necessary, work with corporate entities or unions to verify employment of former site workers;
  - (iii) Complete all necessary claims forms associated with the request;
  - (iv) Complete declassification, as needed, of records required for the processing of claims forms;
  - (v) Completed forms, along with any attachments, shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;
  - (vi) Perform the work necessary to provide personnel exposure information requested by NIOSH as part of the EEOICPA Subtitle B program:
    - (A) Research and retrieve records needed to complete claims forms;
    - (B) Complete declassification, as needed, of records required for the processing of claims form;
    - (C) Complete and sign off on all necessary claims forms associated with the request;
    - (D) Completed forms and records shall be electronically submitted to NIOSH;
  - (vii) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program:
    - (A) Research and retrieve records needed to complete claims forms;
    - (B) Complete declassification, as needed, of records required for the processing of claims;
    - (C) Complete and sign off on all necessary claims forms associated with the request;

- (D) Completed forms and records shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;
- (viii) Perform the work necessary to provide Additional Personnel Exposure Information or Visitor Personnel Exposure Information requested by Oak Ridge Associated Universities (ORAU; contractor to NIOSH) as part of the EEOICPA Subtitle B program:
  - (A) Research and retrieve records needed to complete claims forms;
  - (B) Complete declassification, as needed, of records required for the processing of claims form;
  - (C) Complete and sign off on all necessary claims forms associated with the request;
  - (D) Completed forms and records shall be electronically submitted to ORAU;
- (ix) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA;
- (x) Maintain local records to track the activities under EEOICPA. These records shall be used to report status in the Contractor's Monthly Progress Report. Categories to be reported include the following:
  - (A) DOL-Employment Verification;
  - (B) Exposure Data;
  - (C) NIOSH – Requests;
  - (D) NIOSH – Supplemental Data Request;
  - (E) DAR Requests;
  - (F) DOE Exposure Requests;
- (xi) Information to be reported for the above categories includes the following:
  - (A) Outstanding requests at beginning of reporting period;
  - (B) Outstanding requests at end of reporting period;
  - (C) Requests received during the reporting period;
  - (D) Requests completed during reporting period;
  - (E) Total hours;
  - (F) Total cost.

### **H.53 Environmental Compliance**

- (a) General. The Contractor is required to comply with permits, consent decrees, administrative orders, and settlement agreements between the DOE and federal and state regulatory agencies.
- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees.
  - (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for

obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from federal, state, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract.

Under this permit scenario, the Contractor shall make no commitments or set precedents that are detrimental to DOE or other site contractors. The Contractor shall coordinate its permitting activities with DOE, and with other contractors which may be affected by the permit or precedent established therein, prior to taking the permit action. Whenever reasonably possible, all such materials shall be provided to DOE and other affected site contractors not later than 90 days prior to the date they are to be submitted to the regulatory agency. Any such schedule revision shall be effective only upon approval from the CO.

- (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact contractor implementation of any permit requirement. Notification by the Contractor to DOE may be initially verbal with written documentation fully explaining the impact and the reason/rationale for the impact and possible consequences. Whenever reasonably possible all such materials shall be provided to DOE not later than 90 days prior to the date they are to be submitted to the regulatory agency.
- (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and contractors affected by the permit.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence. Special circumstances may require permits to be submitted in a shorter timeframe. As soon as the Contractor is aware of any such special circumstance, the Contractor shall provide notice to DOE as to the timeframe in which the documents will be submitted to DOE. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required to be provided to DOE. Any such schedule revision shall be effective only upon approval from the CO.
- (d) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of

environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with under applicable law. The Contractor shall and DOE will provide to each other copies of all documentation, such as letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the contract work. The Contractor and DOE shall maintain all necessary technical information and regulatory analysis required to support applications for revision of DOE or other Site contractor environmental permits when such regulatory analysis, applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other party access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. Unless specific text is required by the regulation or permit, the Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.

- (e) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.*

*Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

- (f) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines, and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (g) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the CO.

### **H.54 Partnering**

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the WVDP Site. The agreement will establish a common vision with supporting goals and objectives, and expectations of doing business together in a manner that brings the best value to the Government. Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

### **H.55 Laws, Regulations, and DOE Directives**

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2 entitled, Requirements Sources and Implementing Documents, section List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

### **H.56 National Nuclear Security Administration/Environmental Management Strategic Sourcing Partnership**

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

### **H.57 Mentor-Protégé Program**

Both DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, historically black colleges and universities and minority institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service-disabled veterans in enhancing its business abilities. During the Master IDIQ Contract ordering period (excluding the Contract Transition Task Order), the Contractor shall mentor at least two (2) active Protégés (whether new or existing) through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégés will develop and submit “lessons learned” evaluations to DOE on an annual basis.

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

### **H.58 Legal Management**

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price Anderson Amendments Act areas of law. The Contractor shall provide sound legal management practices. Within 60 days after the effective date of the ~~transition task order~~Contract Transition Task Order, the Contractor shall provide a Legal Management Plan compliant with 10 CFR 719, *Contractor Legal Management Requirements*.
- (b) As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.
- (c) When evaluating requests for reimbursement or allowability of Contractor costs associated with defense and/or settlement of legal claims brought against the Contractor by a third party:
  - (1) DOE will not reimburse Contractor legal defense costs or damages incurred where a judgment is issued finding that the Contractor engaged in discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers With Disabilities*.
  - (2) DOE will not reimburse the Contractor legal costs associated with a settlement agreement (including legal defense costs, settlement awards, or both) associated with legal claims brought against the Contractor by a third party relating to discriminatory conduct prohibited by the terms of the Contract, such as those covered by FAR 52.222-26, *Equal Opportunity*; FAR 52.222-35, *Equal Opportunity for Veterans*; and FAR 52.222-36, *Equal Opportunity for Workers with Disabilities*, where the CO determines that the plaintiff's claim(s) had more than very little likelihood of success on the merits. Where the plaintiff's claim had very little likelihood of success on the merits, the defense and settlement costs related to the claim are allowable if the costs are otherwise allowable under the Contract (e.g., reasonable, allocable).

### **H.59 Emergency Response**

- (a) The DOE Office of Environmental Management (EM) Manager or Contractor shall determine when an emergency situation may exist at WVDP and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the affected site will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.
- (b) The Contractor shall include this Clause in all subcontracts at any tier for work performed in support of the on-site work under this contract.



## **H.60 Department of Energy National Training Center**

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at <https://ntc.doe.gov>.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

## **H.61 Management of Accountable Property**

Accountable personal property is any property item with an original unit acquisition cost of \$10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

## **H.62 Real Property Asset Management**

### **H.62.1 General Requirements**

- (a) The Contractor shall manage real property in a safe, secure, cost-effective, and sustainable manner to ensure compliance with Department of Energy Order 430.1 and the requirements in this Contract. The Contractor shall ensure real property assets are available, utilized, and in a suitable condition to support efficient mission execution.
- (b) The Contractor shall apply industry leading practices, voluntary consensus standards, and customary commercial practices where practicable to ensure all actions involving planning, acquisition, sustainment, and disposition of interests in real property are effectively managed and compliant.
- (c) The Contractor shall maintain, in a complete and current condition, all real estate records for assigned real property assets.
- (d) Environmental Sustainability: The Contractor shall ensure sustainability activities are consistent with requirements dictated by statutory, regulatory, and DOE Order. The Contractor shall align real property planning with DOE strategic plans and the Asset Management Plan to include:
  - Applicable requirements related and not limited to sustainability; environment, health, safety and security; earthquake risks; cultural and natural resource preservation; historic preservation; and climate change resilience, adaptation, and sustainability are addressed;
  - General purpose infrastructure and programmatic requirements;
  - Real property needs of site tenants;
  - Surveillance and maintenance and long-term stewardship (LTS) resource requirements;
  - The identification of the mission and core capability associated with all real property;
  - The determination of the optimum set of facilities and infrastructure needed to maintain each applicable core capability; and
  - Perform comprehensive energy and water assessments for each operating covered facility at least once during any four-year period per EISA requirements.

(e) Planning:

The Contractor shall ensure all actions involving planning, acquisition, sustainment, and disposition of real estate and real property assets are reviewed, and approved by an authorized Certified Realty Specialist (CRS), as appropriate, prior to execution by a DOE official with real estate delegation authority, to include termination or modification of rights of ownership, possession, entry or use of real property, even if these types of actions are contained within other documents, per Supplemental Real Estate Guidance to Clarify Types of Agreements that are Real Estate Actions, and Approval of Real Estate Provisions of Multi-Subject Agreements, January 2021. The Contractor shall submit all real estate proposals to acquire, utilize, and dispose of real property assets to the Site assigned DOE CRS, through the Site Assigned Real Property Officer (RPO) for review and approval. Real estate actions, subsequent to CRS review and approval, shall be executed at the appropriate level of delegated real estate authority, such as authority possessed by a Real Estate Contracting Officer (RECO).

Based on DOE-furnished program planning guidance, and in coordination with the Site RPO and CRS, the Contractor must annually prepare and submit a Five-Year Site Plan (5YSP) (see Section J, Attachment J-4, Contract Deliverables) to identify financial investments for acquisition, sustainment, and disposition of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets, for DOE review and approval, to include, but not limited to, the following:

- Assessment of the current real property assets against program mission projections.
- Identification of the specific real property asset projects and activities required to meet program mission projections.
- Support EM's baseline plans for planning, acquisition, sustainment, and disposition of real property, OSFs, excess facilities, and excess contaminated facilities as required by DOE Order 430.1.
- Prioritized list of real property acquisition, sustainment, and disposition activities and projects;
- Results of annual utilization surveys, energy and water surveys;
- Summary of changes and the annual totals of real property acquisition and disposition building footprint;
- The reduction and/or consolidation of space, specifically addressing space policy, program benchmarks for space utilization, and space assignment and utilization standards;
- Remaining service life;
- Identification of prioritized financial investments in real property; and
- Support DOE in the development of the IFI Crosscut budget in accordance with guidance issued jointly by the Office of Management and Office of the Chief Financial Officer.
- Identify general purpose infrastructure and programmatic requirements;
- Define real property needs of site tenants;
- Identify surveillance and maintenance, and long-term stewardship (LTS) resource requirements;
- Ensure that mission and core capabilities are defined for all real property;
- Determine the optimum set of facilities and infrastructure needed to maintain each applicable core capability;
- Assess the real property portfolio against delineated program mission requirements by core capability at least every five years. More frequent reassessments are required if mission

requirements change, the core capability assigned to an asset changes, the asset is repurposed, or there are major changes to the asset’s physical condition or use.

- (f) Performance Measures and Reporting: The Contractor is responsible and accountable for any real property under its management and control and shall assist DOE, if requested, in developing real property asset performance measures commensurate with their assigned duties and responsibilities, including:
- The Contractor shall support DOE in providing and maintaining data in *IPABS*, the *IPL*, and the *IFI Crosscut* with high quality data inputs and timeliness of data to support EM decision-making without the need for requesting data updates on a regular basis.
  - DOE retains sole performance measure authority and will establish and approve all performance measures, and set expected performance outputs and outcomes in annual direction and guidance.
- (g) Facilities Information Management System (FIMS). The Contractor shall maintain FIMS data and records, which are DOE’s corporate real property inventory database for all lands, buildings, trailers, other structures and facilities, and real property in which DOE holds a legal interest in, or right to use, consisting of approximately 165 data elements to ensure the following:
- Keep FIMS data elements current, adhering to and in compliance with the most current DOE “FIMS User’s Guide”, FIMS Data Dictionary, and annual FIMS “Reporting Deadlines and Validation Guidance” requirements;
  - Keep FIMS data consistent across DOE to enable comparable reporting and trend analyses;
  - Use FIMS data to meet FRPP requirements and the Department’s Deferred Maintenance and other real property reporting requirements including, but not limited to, the Agency’s yearly financial statement;
  - Keep Real property records supporting FIMS data (source documentation) maintained;
  - Record annually the results of Asset Condition Assessment Survey (ACAS), Functional Assessments, and real property utilization assessments in FIMS.
  - Coordinate Records management changes resulting in revisions to the FIMS User’s Guide through appropriate governance;
  - Archive FIMS information regarding real property assets that have been disposed of, including all related institutional controls; and
  - Develop a completion report or equivalent document for each disposition project and include in FIMS ensuring the completion report/document describes, at a minimum, project activities, final facility status, cost information, and verification and validation that specific end-point criteria have been met.

The Contractor shall annually confirm a 90% or better confidence level of FIMS data accuracy, in accordance with the FIMS User Guide, and annually provided FIMS “Reporting Deadlines and Validation Guidance” requirements and take actions necessary to correct identified discrepancies using a DOE approved corrective action plan (see Section J, Attachment J-4, Contract Deliverables) for FIMS Validation score of “Red”.

**H.62.2 Acquisition of Real Property Assets:** The Contractor shall support DOE, as requested, in any of the following activities:

- Ensure that prior to Federal approval, real property acquisitions are supported by a mission need, a business case analysis, a current utilization survey, and life-cycle cost alternatives analysis (see Section J, Attachment J-4, Contract Deliverables);
- Ensure construction or renovation of existing DOE-owned buildings above 5,000 gross square feet meet federal sustainability guiding principles and building efficiency requirements;
- Ensure new solicitations for DOE-leased buildings above 10,000 rentable square feet meet building efficiency, performance, and management requirements;
- Ensure facilities regardless of ownership comply with applicable federal metering requirements;
- Ensure newly constructed or leased building area, regardless of ownership, with a predominant use of office or warehouse is offset by building area of an equivalent or greater size; and
- Ensure newly constructed, renovated, or leased building area designated for office is reviewed and approved by a CRS to ensure use does not exceed the Department’s office space design standard, an average of 180 square feet of usable area per person, regardless of predominant use of the building.
- Ensure all real property, regardless of acquisition method, are reported in the FIMS Anticipated Asset Information Module.
- Contractor Leases: A Contractor Lease is real property leased by the Contractor to perform work for DOE, and the cost of the lease rent is reimbursed under the DOE contract.
  - The Contractor shall obtain approval by the DOE Contracting Officer for a Contractor Lease.
  - The Contractor shall obtain prior approval by the CRS for a Contractor Lease.
    - When requesting approval from the CRS, the Contractor should provide a Preliminary Real Estate Plan (PREP) (see Section J, Attachment J-4, Contract Deliverables), or other documentation acceptable to the CRS.

**H.62.3 Disposition of Real Property Assets:** When DOE identifies that a program mission or facility is no longer required, the Contractor must initiate preparation of affected real property assets for disposition. To prepare for disposition, the Contractor must do the following:

- Identify real property assets that are likely to be declared as excess in a 10-year planning horizon and the anticipated year of excess. This information must be included in FIMS per the FY 2017 Guidance for Evaluating the Department of Energy’s Excess Facilities, Revision 1, March 13, 2017.
- Develop a disposition baseline, including costs to disposition at the facility level, to assess and prepare the facility for disposition. Also costs for the maintenance, surveillance, repair, and any operations must also be reported in FIMS per the FY 2017 ECFWG Guidance. Technical, programmatic, and regulatory information is to be used in the disposition preparation and planning process.
- Excess Asset/Facility Management. Contractors responsible for disposition of excess assets or facilities shall:
  - Assist DOE to screen real property assets in accordance with federal laws, regulations, and the Department’s internal process for screening real property assets prior to declaration of excess;
  - Record planned disposition of real property assets in FIMS, as well as in FYSP;
  - Ensure physical controls, institutional controls, and other mechanisms to protect the workers, public and the environment are in place while performing disposition activities;
  - Assist DOE to dispose of unneeded real property assets declared excess to mission needs.

#### **H.62.4 Sustainment of Real Property Assets:**

The Contractor shall establish a cost-effective sustainment program (see Section J, Attachment J-4, Contract Deliverables) to keep existing operational, excess, and those facilities transitioning from operational to shutdown in an acceptable safe and stable condition, functional, or sustainable in support of its current operational status or mission. The Contractor sustainment program must include:

- A systematic management process for planning and budgeting for known future cyclical maintenance, repair, and renovation requirements for major building components or infrastructure systems.
- A mechanism to track direct and indirect funded expenditures for maintenance and repair and renovation at the asset level.
- The Contractor shall:
  - Maintain real property assets, including the mechanical and electrical systems that are installed as part of basic building construction and are essential to the normal functioning of the facility, in a condition suitable for its intended use;
  - Establish a Maintenance Management Program that promotes operational and worker safety, public health, environmental compliance, and cost effectiveness while meeting the program missions.
    - Conduct tailored Asset Condition Assessment Survey (ACAS) for each real property asset assigned, to determine the need for preventive or remedial action, using industry standard graded approaches tailored to the inspection type and frequency that aligns with asset ownership, use, and mission dependency.
  - Perform a Functional Assessment of each operating real property asset to determine an asset's current physical condition and its capability to meet mission requirements at least once during any five-year period or other risk-based interval as approved by the cognizant PSO based on industry leading practices, voluntary consensus standards, and customary commercial practices.

##### **C.62.4.1 Maintenance of Real Property Assets:**

The Contractor shall provide all maintenance necessary to ensure safe and cost effective operation of facilities and equipment in order to meet current and future mission requirements utilizing best practices.

The Contractor shall manage the total work effort associated with the maintenance required for all designated property to meet the performance objectives and standards as described in this Contract. Such management shall include planning, scheduling, report preparation, establishing and maintaining records, and quality assurance.

The Contractor shall provide new or factory reconditioned parts and components when providing maintenance, repair, and minor improvements as described herein. All replacement units, parts, components and materials to be used in the maintenance, repair, and construction of facilities and equipment shall be compatible with that existing equipment on which it is to be used; shall be of equal or better quality than original equipment specifications; shall comply with applicable Government, commercial, or industrial standards. The Contractor may utilize standards adopted by DOE Technical Standards Program as indicated in DOE Technical Standards Program, Appendix B, Non-Government Standards Adopted by DOE or State or local codes, as applicable.

Warranty Maintenance. The Contractor shall exercise manufacturers' commercial warranties on Government equipment on the Government's behalf. The Contractor shall report any difficulty in exercising manufacturers' warranties to the Government and request assistance as necessary. It is the Contractor's responsibility to correct equipment deficiencies, regardless of the manufacturers' actions. If the manufacturer fails to honor the warranty, it shall not relieve the Contractor of this responsibility.

The Contractor shall develop a comprehensive Preventative Maintenance (PM) program for assigned buildings, structures, and installed equipment. The PM program shall be developed from applicable original equipment manufacturer manuals, inspection checklists, manufacturer's standards, industry standards, and commercial guides, as applicable. The Contractor shall identify and/or develop maintenance standards and procedures for each building and subsystem, structures, and installed equipment to their individual component level. The maintenance standards and procedures shall be readily accessible to DOE in the computerized maintenance management system (CMMS).

The Contractor shall develop and implement a compliant Maintenance Management Program (see Section J, Attachment J-4, Contract Deliverables) to ensure real property assets are maintained in a manner that promotes operational and worker safety, public health, environmental compliance, and cost-effectiveness while meeting the program missions using a balanced approach that not only sustains the assets, but also provides for their safe upkeep while awaiting ultimate disposition for EM excess facilities. The Maintenance Management Program shall include the following:

- Technical and management processes to align the performance, functional, and physical attributes of real property facilities, structures, systems, and components in the maintenance program with associated requirements, design, and operational information,
- Processes established for all hazard category 1, 2, and 3 nuclear facilities must comply with applicable DOE standards; and
- For other facilities, voluntary consensus standards, including ANSI/EIA – 649, National Consensus Standard for Configuration Management or DOE standards must be applied as determined by the responsible DOE element comply with applicable DOE maintenance management directives, such as DOE O 433.1 for nuclear facilities in addition to the maintenance requirements of this Order;
- A CMMS that includes:
  - Preventative/Scheduled/Warranty Work
  - a master equipment list;
  - maintenance service levels;
  - A method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either DM or RN;
  - Management of the DM backlog;
  - A method to prioritize maintenance work.

#### **C.62.4.2 Sustainability of Real Property Assets**

The Contractor shall develop and support development of commitments to identify its respective contribution toward meeting the Department's sustainability goals. The Contractor shall coordinate with each site lead coordinating contractor to prepare and submit the Site Sustainability Plan (see Section J, Attachment J-4, Contract Deliverables) in accordance with

DOE O 436.1 Departmental Sustainability. The Contractor shall periodically assess its adherence to DOE and Executive Orders for implementing a Sustainability Program.

#### **C.62.4.3 Real Property Management and Operations**

Activities associated with operating real property and providing facility related services, such as facilities operations management, facility alteration, engineering and analysis, assessments and surveys, janitorial services, pest control, recycling and refuse collection and disposal, roads and grounds management, snow removal, and other similar services.

#### **BRIDGES AND CULVERTS**

The Contractor shall comply with all requirements outline in DOE Order 437.1, and its attachments when developing and implementing a documented safety, function, and efficient management program for all DOE bridges, culverts, and tunnels in support of DOE missions through regular, comprehensive inspections and evaluations using resources in an effective and efficient manner and in compliance with the governing laws and regulations. Establish and maintain a documented bridge and tunnel management approach satisfying Federal regulations, DOE directives, and industry standards.

#### **RAILROAD SYSTEM MAINTENANCE AND REPAIR**

The Contractor shall operate and maintain the assigned rail system. The Contractor shall coordinate with appropriate shared-site contractors prior to and during any on-site rail movements, including ensuring the placement of personnel to perform “flagging” duties at necessary intersections, taking proper security actions (such as opening and closing gates, securing rail cars, etc.), and making site-wide notifications prior to rail movements.

The Contractor shall inspect and perform maintenance, repair, and minor improvements of the railroad tracks at the Site. The Contractor shall maintain the railroad property assets in good condition for safe use.

Rail Vegetation Control. The Contractor shall eliminate or control vegetation from areas within and adjacent to trackage where not required for erosion control. The Contractor shall prevent vegetation from becoming a fire hazard, obstructing visibility of signs and signals, interfering with employees performing normal trackside duties, or preventing proper functioning of signals and communication lines.

Drainage System Maintenance and Repair. The Contractor shall maintain the drainage systems to ensure proper runoff. The Contractor shall inspect and maintain inlet gratings, clean catch basins, drop inlets, manholes, culverts, inlet headwalls, and exits and similar structures on a regular schedule. The schedule shall be based on the rate of silting or clogging with debris.

#### **GROUNDS MAINTENANCE**

The Contractor shall perform grounds maintenance, including grass cutting, edging, grass trimming, fertilizing, policing grounds, removing leaves, inspecting, debris removal, reseeding, and erosion control and repair.

Paved, Gravel, Earth Roads and Yards

The Contractor shall inspect, schedule, maintain and repair roadways, surfaced areas, and support facilities. This includes paved and unpaved roads, streets, parking lots, sidewalks, recreational areas, erosion control, drainage systems and related areas, and associated structures and appurtenances at the Site. The Contractor shall maintain and repair paved surfaces and earth surface roads and areas in accordance Federal, State and Local requirements.

**Storm Damage.** The Contractor will remove fallen trees and other debris from maintained facilities and areas to accommodate vehicle traffic, grounds maintenance, and other site operations.

#### **Snow and Ice Prevention/Removal**

The Contractor shall treat and clear areas to maintain safe passage conditions for vehicle and pedestrian traffic. The Contractor shall provide de-icing (removal of snow or ice) and anti-icing for all assigned site facilities (e.g., entrances, steps, landings, sidewalks, driveways, roadways, parking areas, and handicapped accessibility areas) at the Site.

#### **Pest Control Services**

The Contractor shall develop and implement an Integrated Pest Management Program (a planned program incorporating continuous monitoring, record-keeping, and communication to prevent pests and disease vectors from causing unacceptable damage to operations, personnel, property, or material, using targeted, sustainable methods) ensuring compliance with all other applicable Contractor programs to include, but not limited to the ISM System, ESH&Q and QA programs.

The Contractor shall comply with the requirements of the State in providing pest control services. All work shall be performed by certified individuals, and in accordance with federal, state, local, and installation laws and regulations. Evidence of such permits and licenses shall be provided to DOE upon request. The Contractor shall maintain records of all pest control operations, both chemical and nonchemical, including surveillance. Records shall be made available upon request for inspection.

All pesticides used by the Contractor shall be registered with the EPA and State for the use intended. All pesticide usage shall be in strict conformance with label directions. All pesticides, rinse water, and containers shall be disposed of in accordance with label directions. Pesticide spills shall be cleaned, decontaminated, and reported to DOE as required by the WSHP and applicable environmental standards.

#### **RELOCATION SERVICES**

The Contractor shall provide office relocation of site personnel for DOE and other site contractors (office furnishings and equipment to include but not limited to coordination with site services, e.g., office set-ups, phone, computer, office key, janitorial services, etc.).

#### **CUSTODIAL SERVICES**

The Contractor shall provide custodial/janitorial maintenance, so the facilities are clean, sanitary, and sightly. The Contractor's cleaning techniques and products shall protect the integrity of both the surfaces and the finishes that are receiving cleaning services. The Contractor shall purchase and use cleaning products containing recovered materials that are EPA-designated items to the greatest extent practicable or when not practicable, the Contractor shall purchase and use cleaning



products that have a lesser or reduced negative effect on human health and the environment when compared with competing products that serve the same purpose.

### **H.63 Information Technology and Cyber Security Requirements**

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

- (1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations
- (2) 10 CFR 1004 et seq., Freedom of Information Act
- (3) 36 CFR Chapter XII, Subchapter B et seq., Records Management
- (4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):

- (1) 5 USC 552a et seq., Privacy Act
- (2) 6 USC 1 et seq., Homeland Security Organization
- (3) 6 USC 6 et seq., Cybersecurity
- (4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development
- (5) 17 USC 1 § 101 et seq., Subject Matter and Scope of Copyright, Definitions
- (6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers
- (7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications
- (8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional Records Access
- (9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology
- (10) 31 USC § 501 et seq., Office of Management and Budget
- (11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions
- (12) 40 USC Subtitle III et seq., Information Technology Management
- (13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator
- (14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership
- (15) 44 USC 21 et seq., National Archives and Records Administration
- (16) 44 USC 29 et seq., Records Management by the Archivist of the United States
- (17) 44 USC 31 et seq., Records Management by Federal Agencies
- (18) 44 USC 33 et seq., Disposal of Records
- (19) 44 USC 35 et seq., Coordination of Federal Information Policy
- (20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services

(c) Executive Orders:

- (1) Executive Order 14058, Transforming Federal Customer Experience and Service Delivery To Rebuild Trust in Government
- (2) Executive Order 14034, Protecting Americans' Sensitive Data from Foreign Adversaries
- (3) Executive Order 14028, Improving the Nation's Cybersecurity

- (4) Executive Order 13984, Taking Additional Steps to Address the National Emergency with Respect to Significant Malicious Cyber-Enabled Activities
  - (5) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government
  - (6) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain
  - (7) Executive Order 13870, America's Cybersecurity Workforce
  - (8) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence
  - (9) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects
  - (10) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs
  - (11) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure
  - (12) Executive Order 13702, Creating a National Strategic Computing Initiative
  - (13) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing
  - (14) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information
  - (15) Executive Order 13636, Improving Critical Infrastructure Cybersecurity
  - (16) Executive Order 13589, Promoting Efficient Spending
  - (17) Executive Order 13587, Structural Reforms to Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information
  - (18) Executive Order 13556, Controlled Unclassified Information
  - (19) Executive Order 13526, Classified National Security Information
  - (20) Executive Order 13231, Critical Infrastructure Protection in the Information Age, as amended by Executive Order 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 13316, Continuance of Certain Federal Advisory Committees; Executive Order 13385, Continuance of Certain Federal Advisory Committees and Amendments to and Revocation of Other Executive Orders; and Executive Order 13652, Continuance Of Certain Federal Advisory Committees
  - (21) Executive Order 13218, 21st Century Workforce Initiative, as amended by Executive Order 13316, Continuance of Certain Federal Advisory Committees
  - (22) Executive Order 13103, Computer Software Piracy
  - (23) Executive Order 12958, Classified National Security Information E-Government, as amended by Executive Order 12958, Classified National Security Information
- (d) Office of Management and Budget (OMB) Circulars/Memoranda:
- (1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget
  - (2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities
  - (3) OMB Circular A-130, Managing Federal Information as a Strategic Resource
  - (4) [OMB Memorandum M-23-18, Administration Cybersecurity Priorities for the FY 2025 Budget](#)
  - (5) [OMB Memorandum M-23-16, Update to Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices](#)
  - (6) [OMB Memorandum M-23-13, "No TikTok on Government Devices" Implementation Guidance](#)
  - (7) [OMB Memorandum M-23-10, The Registration and Use of .gov Domains in the Federal Government](#)

- ~~(8)~~ [OMB Memorandum M-23-07, Update to Transition to Electronic Records](#)
- ~~(9)~~ [OMB Memorandum M-23-03, FY23 FISMA Guidance](#)
- ~~(10)~~ [OMB Memorandum M-23-02, Migrating to Post-Quantum Cryptography](#)
- ~~(4)~~~~(11)~~ [OMB Memorandum M-22-18, Enhancing the Security of the Software Supply Chain through Secure Software Development Practices](#)
- ~~(5)~~~~(12)~~ [OMB Memorandum M-22-16, Administration Cybersecurity Priorities for the FY 2024 Budget](#)
- ~~(6)~~~~(13)~~ [OMB Memorandum M-22-09, Moving the U.S. Government Toward Zero Trust Cybersecurity Principles](#)
- ~~(7)~~ [OMB Memorandum M-22-05, Fiscal Year 2021-2022 Guidance on Federal Information Security and Privacy Management Requirements](#)
- ~~(8)~~~~(14)~~ [OMB Memorandum M-22-01, Improving Detection of Cybersecurity Vulnerabilities and Incidents on Federal Government Systems through Endpoint Detection and Response](#)
- ~~(9)~~~~(15)~~ [OMB Memorandum M-21-31, Improving the Federal Government’s Investigative and Remediation Capabilities Related to Cybersecurity Incidents](#)
- ~~(10)~~~~(16)~~ [OMB Memorandum M-21-30, Protecting Critical Software Through Enhanced Security Measures](#)
- ~~(11)~~~~(17)~~ [OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes](#)
- ~~(12)~~~~(18)~~ [OMB Memorandum M-21-07, Completing the Transition to Internet Protocol Version 6 \(IPv6\)](#)
- ~~(13)~~~~(19)~~ [OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications](#)
- ~~(14)~~~~(20)~~ [OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative \(DCOI\)](#)
- ~~(15)~~~~(21)~~ [OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act](#)
- ~~(16)~~~~(22)~~ [OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation](#)
- ~~(17)~~~~(23)~~ [OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions](#)
- ~~(18)~~~~(24)~~ [OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity](#)
- ~~(19)~~~~(25)~~ [OMB Memorandum M-19-26, Update to the Trusted Internet Connections \(TIC\) Initiative](#)
- ~~(20)~~~~(26)~~ [OMB Memorandum M-19-21, Transition of Electronic Records](#)
- ~~(21)~~~~(27)~~ [OMB Memorandum M-19-19, Update to Data Center Optimization Initiative](#)
- ~~(22)~~~~(28)~~ [OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency](#)
- ~~(23)~~~~(29)~~ [OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management](#)
- ~~(24)~~~~(30)~~ [OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government](#)
- ~~(25)~~~~(31)~~ [OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act \(FOIA\) Portal on FOIA.gov](#)
- ~~(26)~~~~(32)~~ [OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program](#)
- ~~(27)~~~~(33)~~ [OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act](#)
- ~~(28)~~~~(34)~~ [OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information](#)

- ~~(29)~~(35) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services
- ~~(30)~~(36) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements for Reporting and Assuring Data Reliability
- ~~(31)~~(37) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software
- ~~(32)~~(38) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services
- ~~(33)~~(39) OMB Memorandum M-16-17, OMB Circular No. A-123, Management’s Responsibility for Enterprise Risk Management and Internal Control
- ~~(34)~~(40) OMB Memorandum M-16-16, 2016 Agency Open Government Plans
- ~~(35)~~(41) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy
- ~~(36)~~(42) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response
- ~~(37)~~(43) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing
- ~~(38)~~(44) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government
- ~~(39)~~(45) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops
- ~~(40)~~(46) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology
- ~~(41)~~(47) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services
- ~~(42)~~(48) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable
- ~~(43)~~(49) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset
- ~~(44)~~(50) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements
- ~~(45)~~(51) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)
- ~~(46)~~(52) OMB Memorandum M-12-10, Implementing PortfolioStat
- ~~(47)~~(53) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance
- ~~(48)~~(54) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy
- ~~(49)~~(55) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects
- ~~(50)~~(56) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications
- ~~(51)~~(57) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies
- ~~(52)~~(58) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)
- ~~(53)~~(59) OMB Memorandum M-10-06, Open Government Directive
- ~~(54)~~(60) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management

- ~~(55)~~(61) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)
- ~~(56)~~(62) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
- ~~(57)~~(63) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution
- ~~(58)~~(64) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)
- ~~(59)~~(65) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President’s Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success
- ~~(60)~~(66) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance
- ~~(61)~~(67) OMB Memorandum M-04-16, Software Acquisition
- ~~(62)~~(68) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources
- ~~(63)~~(69) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President’s 24 E-Gov Initiatives
- ~~(64)~~(70) OMB Memorandum M-04-04, E-Authentication Guidance
- ~~(65)~~(71) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002
- ~~(66)~~(72) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002
- ~~(67)~~(73) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update
- ~~(68)~~(74) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security
- ~~(69)~~(75) OMB Memorandum M-02-15, Revision of OMB Circular A-16
- ~~(70)~~(76) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments
- ~~(71)~~(77) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones
- ~~(72)~~(78) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones
- ~~(73)~~(79) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy
- ~~(74)~~(80) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)
- ~~(75)~~(81) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act
- ~~(76)~~(82) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments
- ~~(77)~~(83) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites
- ~~(78)~~(84) OMB Memorandum M-99-05, Instructions on Complying with President’s Memorandum of May 14, 1998, “Privacy and Personal Information in Federal Records”
- ~~(79)~~(85) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting
- ~~(80)~~(86) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information

- ~~(81)~~(87) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)
- ~~(82)~~(88) OMB Memorandum M-97-09, Interagency Support for Information Technology
- ~~(83)~~(89) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996
- ~~(84)~~(90) OMB Memorandum M-97-02, Funding Information Systems Investments
- ~~(85)~~(91) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996
- (e) Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency (CISA) Emergency and Binding Operational Directives
- (1) DHS CISA ED 22-03, Mitigate VMWare Vulnerabilities
  - (2) DHS CISA ED 22-02, Mitigate Apache Log4J Vulnerability
  - (3) DHS CISA ED 21-04, Mitigate Windows Print Spooler Service Vulnerability
  - (4) DHS CISA ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities
  - (5) DHS CISA ED 21-02, Mitigate Microsoft Exchange On-Premises Product Vulnerabilities
  - (6) DHS CISA ED 21-01, Mitigate SolarWinds Orion Code Compromise
  - (7) DHS CISA ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday
  - (8) DHS CISA ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday
  - (9) DHS CISA ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday
  - (10) DHS CISA ED 19-01, Mitigate DNS Infrastructure Tampering
  - (11) DHS CISA BOD 23-02, Mitigating the Risk from Internet-Exposed Management Interfaces
  - (12) DHS CISA BOD 23-01, Improving Asset Visibility and Vulnerability Detection on Federal Networks
  - ~~(11)~~(13) DHS CISA BOD 22-01, Reducing the Significant Risk of Known Exploited Vulnerabilities
  - ~~(12)~~(14) DHS CISA BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy
  - ~~(13)~~(15) DHS CISA BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems
  - ~~(14)~~(16) DHS CISA BOD 18-02, Securing High Value Assets
  - ~~(15)~~(17) DHS CISA BOD 18-01, Enhance Email and Web Security
  - ~~(16)~~(18) DHS CISA BOD 17-01, Removal of Kaspersky branded Products
  - ~~(17)~~(19) DHS CISA BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements
  - ~~(18)~~(20) DHS CISA BOD 16-02, Threat to Network Infrastructure Devices
- (f) Secretarial Memoranda
- (1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program
  - (2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center
  - (3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory
  - (4) EXEC-2016-003721, Information Technology Management Reforms
  - (5) EXEC-2016-007461, DOE Cyber Data Sharing Implementation Requirements
- (g) Office of Environmental Management (EM) Requirements
- (1) DOE Enterprise Cybersecurity Program Plan v1.1

(2) EM Cybersecurity Program Plan

**H.64 Organizational Conflict of Interest – Affiliate(s)**

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

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

**H.65 DOE-H-2083 Safety Culture (Feb 2022)**

The Contractor shall promote a strong safety culture which encourages safe performance of work and involvement of workers in all aspects of work performance and promotes core values that should be deeply, strongly, and consistently held by managers and workers. Contractor organizations shall foster that culture through proscribed contract actions designed to establish leadership commitment and behaviors consistent with those values; promoting a safety conscious work environment in which employees are encouraged to freely raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

- (1) Adopt and continuously improve Organizational Culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.
- (2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.
- (3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.
- (4) Champion programs which encourage a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

- (5) Champion programs which encourage and emphasize the following safety culture attributes as described in DOE G 450.4-1C ISMS Guide, Attachment 10, “Safety Culture Focus Areas and Associated Attributes.”
- (i) Leadership
    - (A) Demonstrated safety leadership
    - (B) Risk-informed, conservative decision making
    - (C) Management engagement and time in the field
    - (D) Staff recruitment, selection, retention, and development
    - (E) Open communication and fostering an environment free from retribution
    - (F) Clear expectation and accountability
  - (ii) Employee/Worker Engagement
    - (A) Personal commitment to everyone’s safety
    - (B) Teamwork and mutual respect
    - (C) Participation in work planning and improvement
    - (D) Mindfulness of hazards and controls
  - (iii) Organizational Learning
    - (A) Credibility, trust, and reporting errors and problems
    - (B) Effective resolution of reported problems
    - (C) Performance monitoring through multiple means
    - (D) Use of operations experience
    - (E) Questioning attitude



## **Part II – Contract Clauses**

### **Section I**

### **Contract Clauses**

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

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

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

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

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

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
I.12	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE Office of Inspector General <a href="#">Hotline Poster</a>
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)	
I.16	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.17	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
I.18	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.19	52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	
I.20	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.21	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.22	52.204-21 <a href="#">Full Text Below</a>	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
I.23	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)	
I.24	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
<del>I.25</del>	<del>52.204-27</del>	<del>Prohibition on a ByteDance Covered Application (Jun 2023)</del>	
<del>I.25</del> <del>I.26</del>	52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	
<del>I.26</del> <del>I.27</del>	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
<del>I.27</del> <del>I.28</del>	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
<del>I.28</del> <del>I.29</del>	52.210-1	Market Research (Nov 2021)	
<del>I.29</del> <del>I.30</del>	52.215-2	Audit and Records – Negotiation (Jun 2020)	
<del>I.30</del> <del>I.31</del>	52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	
<del>I.31</del> <del>I.32</del>	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
<del>I.32</del> <del>I.33</del>	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications (Jun 2020)	
<del>I.33</del> <del>I.34</del>	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
<del>I.34</del> <del>I.35</del>	52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (Jun 2020)	
<del>I.35</del> <del>I.36</del>	52.215-14	Integrity of Unit Prices (Nov 2021)	
<del>I.36</del> <del>I.37</del>	52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
<del>I.37</del> <del>I.38</del>	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997) <b>NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.</b>	
<del>I.38</del> <del>I.39</del>	52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Jul 2005)	
<del>I.39</del> <del>I.40</del>	52.215-19	Notification of Ownership Changes (Oct 1997)	
<del>I.40</del> <del>I.41</del>	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Nov 2021) – Alternate III (Oct 1997)	(c) email, as requested by the Contracting Officer.
<del>I.41</del> <del>I.42</del>	52.215-23	Limitations on Pass-Through Charges (June 2020)	
<del>I.42</del> <del>I.43</del>	52.216-7	Allowable Cost and Payment (Aug 2018) as modified by DEAR 952.216-7 (Applies to CR Task Orders Only)	(a)(3) 30 <sup>th</sup> (cost invoices) and 30 <sup>th</sup> (fee invoices)
<del>I.43</del> <del>I.44</del>	52.216-8	Fixed Fee (Jun 2011)	
<del>I.44</del> <del>I.45</del>	52.216-10	Incentive Fee (Jun 2011)	(e)(1) 30, 30, 15, zero
<del>I.45</del> <del>I.46</del>	52.216-11	Cost Contract – No Fee (Apr 1984) (Applies to CR Task Orders without fee only)	
<del>I.46</del> <del>I.47</del>	52.216-18 <a href="#">Full Text Below</a>	Ordering (Aug 2020)	(a) from effective date of contract award through the end of the total contract ordering period

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<a href="#">I.47I.48</a>	52.216-19 <a href="#">Full Text Below</a>	Order Limitations (Oct 1995)	(a) \$500,000 (b)(1) \$3,000,000,000 (b)(2) \$3,000,000,000 (b)(3) 365 (d) 5
<a href="#">I.48I.49</a>	52.216-22 <a href="#">Full Text Below</a>	Indefinite Quantity (Oct 1995)	(d) five years beyond the expiration date of the contract ordering in period
<a href="#">I.49I.50</a>	52.217-8	Option to Extend Services (Nov 1999)	Any time prior to the expiration of the contract and/or Task Order
<a href="#">I.50I.51</a>	52.217-9 <a href="#">Full Text Below</a>	Option to Extend the Term of the Contract (Mar 2000) (Applies to Task Orders with an option(s) only)	(a) TBD on Task Order Level; TBD on Task Order level (c) TBD on Task Order level.
<a href="#">I.51I.52</a>	52.219-4	Notice of Price Evaluation for HUBZone Small Business Concerns (Oct 2022)	[Offeror Fill-in]
<a href="#">I.52I.53</a>	52.219-8	Utilization of Small Business Concerns (Oct 2022)	
<a href="#">I.53I.54</a>	52.219-9	Small Business Subcontracting Plan (Oct 2022) – Alternate II (Nov 2016)	
<a href="#">I.54I.55</a>	52.219-16	Liquidated Damages – Subcontracting Plan (Sep 2021)	
<a href="#">I.55I.56</a>	52.219-28	Post-Award Small Business Program Re-representation (Mar 2023)	(h) [Contractor Fill-In, post-award, as applicable]
<a href="#">I.56I.57</a>	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
<a href="#">I.57I.58</a>	52.222-2	Payment for Overtime Premiums (Jul 1990) (Applies to CR Task Orders only)	(a) zero
<a href="#">I.58I.59</a>	52.222-3	Convict Labor (Jun 2003)	
<a href="#">I.59I.60</a>	52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation (May 2018)	
<a href="#">I.60I.61</a>	52.222-6	Construction Wage Rate Requirements (Aug 2018) (Applies to any construction work only)	
<a href="#">I.61I.62</a>	52.222-7	Withholding of Funds (May 2014) (Applies to construction work only)	
<a href="#">I.62I.63</a>	52.222-8	Payrolls and Basic Records (July 2021) (Applies to construction work only)	
<a href="#">I.63I.64</a>	52.222-9	Apprentices and Trainees (July 2005) (Applies to construction work only)	
<a href="#">I.64I.65</a>	52.222-10	Compliance with Copeland Act Requirements (Feb 1988) (Applies to construction work only)	
<a href="#">I.65I.66</a>	52.222-11	Subcontracts (Labor Standards) (May 2014) (Applies to construction work only)	
<a href="#">I.66I.67</a>	52.222-12	Contract Termination—Debarment (May 2014) (Applies to any construction work only)	
<a href="#">I.67I.68</a>	52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014) (Applies to construction work only)	
<a href="#">I.68I.69</a>	52.222-14	Disputes Concerning Labor Standards (Feb 1988) (Applies to any construction work only)	
<a href="#">I.69I.70</a>	52.222-15	Certification of Eligibility (May 2014) (Applies to construction work only)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<del>1.70</del> 1.71	52.222-16	Approval of Wage Rates (May 2014) (Applies to construction work only)	
<del>1.71</del> 1.72	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Dec 2022)	
<del>1.72</del> 1.73	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020)	
<del>1.73</del> 1.74	52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
<del>1.74</del> 1.75	52.222-26	Equal Opportunity (Sep 2016)	
<del>1.75</del> 1.76	52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015) (Applies to construction work only)	
<del>1.76</del> 1.77	52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (Aug 2018) (Applies to any construction work only)	
<del>1.77</del> 1.78	52.222-31	Construction Wage Rate Requirements – Price Adjustment (Percentage Method) (Aug 2018) (Applies to FFP Task Orders for construction work only)	(b)(1) TBD on Task Order level (b)(2) TBD on Task Order level
<del>1.78</del> 1.79	52.222-34	Project Labor Agreement (May 2010) (Applies to construction or D&D work only)	
<del>1.79</del> 1.80	52.222-35 <a href="#">Full Text Below</a>	Equal Opportunity for Veterans (June 2020)	
<del>1.80</del> 1.81	52.222-36 <a href="#">Full Text Below</a>	Equal Opportunity for Workers with Disabilities (Jun 2020)	
<del>1.81</del> 1.82	52.222-37	Employment Reports on Veterans (Jun 2020)	
<del>1.82</del> 1.83	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
<del>1.83</del> 1.84	52.222-41	Service Contract Labor Standards (Aug 2018)	
<del>1.84</del> 1.85	52.222-42 <a href="#">Full Text Below</a>	Statement of Equivalent Rates for Federal Hires (May 2014)	See full text below
<del>1.85</del> 1.86	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
<del>1.86</del> 1.87	52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)	
<del>1.87</del> 1.88	52.222-50	Combating Trafficking in Persons (Nov 2021)	
<del>1.88</del> 1.89	52.222-54	Employment Eligibility Verification (May 2022)	
<del>1.89</del> 1.90	52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)	
<del>1.90</del> 1.91	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
<del>1.91</del> 1.92	52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
<del>1.92</del> 1.93	52.223-3	Hazardous Material Identification and Material Safety Data (Feb 2021) – Alternate I (Jul 1995)	(b) Offeror Fill-In
<del>1.93</del> 1.94	52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
<del>1.94</del> 1.95	52.223-6	Drug-Free Workplace (May 2001)	
<del>1.95</del> 1.96	52.223-9 <a href="#">Full Text Below</a>	Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008)	(b)(2) the Contracting Officer
<del>1.96</del> 1.97	52.223-10	Waste Reduction Program (May 2011)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<a href="#">I.97I.98</a>	52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	
<a href="#">I.98I.99</a>	52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016)	
<a href="#">I.99I.10</a>	52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014)	
<a href="#">I.100I.1</a>	52.223-14	Acquisition of EPEAT®-Registered Televisions (Jun 2014)	
<a href="#">I.101I.1</a>	52.223-15	Energy Efficiency in Energy-Consuming Products (May 2020)	
<a href="#">I.102I.1</a>	52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015)	
<a href="#">I.103I.1</a>	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
<a href="#">I.104I.1</a>	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	
<a href="#">I.105I.1</a>	52.223-19	Compliance with Environmental Management Systems (May 2011)	
<a href="#">I.106I.1</a>	52.223-20	Aerosols (Jun 2016)	
<a href="#">I.107I.1</a>	52.223-21	Foams (Jun 2016)	
<a href="#">I.108I.1</a>	52.224-1	Privacy Act Notification (Apr 1984)	
<a href="#">I.109I.1</a>	52.224-2	Privacy Act (Apr 1984)	
<a href="#">I.110I.1</a>	52.224-3	Privacy Act Training (Jan 2017)	
<a href="#">I.111I.1</a>	52.225-1	Buy American – Supplies (Oct 2022)	
<a href="#">I.112I.1</a>	52.225-8	Duty-Free Entry (Oct 2010)	
<a href="#">I.113I.1</a>	52.225-9 <a href="#">Full Text Below</a>	Buy American – Construction Materials (Oct 2022)	(b)(2) None
<a href="#">I.114I.1</a>	52.225-11 <a href="#">Full Text Below</a>	Buy American – Construction Materials Under Trade Agreements (Dec 2022)	(b)(3) None
<a href="#">I.115I.1</a>	52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
<a href="#">I.116I.1</a>	52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)	
<a href="#">I.117I.1</a>	52.227-1	Authorization and Consent (Jun 2020)	
<a href="#">I.118I.1</a>	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
<a href="#">I.119I.1</a>	52.227-3	Patent Indemnity (Apr 1984)	
<a href="#">I.120I.1</a>	52.227-4	Patent Indemnity – Construction Contracts (Dec 2007)	
<a href="#">I.121I.1</a>	52.227-9	Refund of Royalties (Apr 1984)	
<a href="#">I.122I.1</a>	52.227-14	Rights in Data – General (May 2014) – Alt V (Dec 2007) (as modified by DEAR 927.409)	
<a href="#">I.123I.1</a>	52.227-16	Additional Data Requirements (Jun 1987)	
<a href="#">I.124I.1</a>	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	[Offeror Fill-In]
<a href="#">I.125I.1</a>	52.228-5	Insurance – Work On A Government Installation (Jan 1997) (Applies to FFP Task Orders only)	
<a href="#">I.126I.1</a>	52.229-3	Federal, State, and Local Taxes (Feb 2013)	
<a href="#">I.127I.1</a>	52.230-2	Cost Accounting Standards (Jun 2020)	
<a href="#">I.128I.1</a>	52.230-6	Administration of Cost Accounting Standards (Jun 2010)	
<a href="#">I.129I.1</a>	52.232-1	Payments (Apr 1984)	
<a href="#">I.130I.1</a>	52.232-5	Payments under Fixed-Price Construction Contracts (May 2014) (Applies to FP construction work only)	
<a href="#">I.131I.1</a>	52.232-8	Discounts for Prompt Payment (Feb 2002)	
<a href="#">I.132I.1</a>	52.232-9	Limitation on Withholding of Payments (Apr 1984)	
<a href="#">I.133I.1</a>	52.232-11	Extras (Apr 1984)	
<a href="#">I.134I.1</a>	52.232-17	Interest (May 2014)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<a href="#">I.135I.1</a>	52.232-18	Availability of Funds (Apr 1984)	
<a href="#">I.136I.1</a>	52.232-22	Limitation of Funds (Apr 1984)	
<a href="#">I.137I.1</a>	52.232-23	Assignment of Claims (May 2014)	
<a href="#">I.138I.1</a>	52.232-25	Prompt Payment (Jan 2017) – Alternate I (Feb 2002) (Alternate 1 applies to CR Task Orders Only)	
<a href="#">I.139I.1</a>	52.232-27	Prompt Payment for Construction Contracts (Jan 2017) (Applies to construction work only)	
<a href="#">I.140I.1</a>	52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
<a href="#">I.141I.1</a>	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
<a href="#">I.142I.1</a>	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
<a href="#">I.143I.1</a>	52.233-1	Disputes (May 2014) – Alternate I (Dec 1991)	
<a href="#">I.144I.1</a>	52.233-3	Protest after Award (Aug 1996) – Alternate I (Jun 1985)	
<a href="#">I.145I.1</a>	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
<a href="#">I.146I.1</a>	52.236-1	Performance of Work by the Contractor (Apr 1984) (Applies to FFP construction work only)	TBD on Task Order level
<a href="#">I.147I.1</a>	52.236-2	Differing Site Conditions (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.148I.1</a>	52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.149I.1</a>	52.236-5	Material and Workmanship (Apr 1984) (Applies to construction work only)	
<a href="#">I.150I.1</a>	52.236-6	Superintendence by the Contractor (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.151I.1</a>	52.236-7	Permits and Responsibilities (Nov 1991) (Applies to construction or D&D work only)	
<a href="#">I.152I.1</a>	52.236-8	Other Contracts (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.153I.1</a>	52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.154I.1</a>	52.236-10	Operations and Storage Areas (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.155I.1</a>	52.236-11	Use and Possession Prior to Completion (Apr 1984) (Applies to FFP construction work only)	
<a href="#">I.156I.1</a>	52.236-12	Cleaning Up (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.157I.1</a>	52.236-13	Accident Prevention (Nov 1991) – Alt I (Nov 1991) (Applies to FFP construction or D&D work only)	
<a href="#">I.158I.1</a>	52.236-14	Availability and Use of Utility Services (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.159I.1</a>	52.236-15	Schedules for Construction Contracts (Apr 1984) (Applies to FFP construction or D&D work only)	
<a href="#">I.160I.1</a>	52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts (Apr 1984) (Applies to CR construction work only)	
<a href="#">I.161I.1</a>	52.236-19	Organization and Direction of the Work (Apr 1984) (Applies to CR construction work only)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<a href="#">I.162I.1</a>	52.236-21	Specifications and Drawings for Construction (Feb 1997) - Alt I (Apr 1984) or Alt II (Apr 1984), as appropriate (Applies to FFP construction or D&D work only)	[Fill-In for Alt II to be completed by Contracting Officer prior to issuance of any applicable Task Orders]
<a href="#">I.163I.1</a>	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) (Applies to CR construction work only)	
<a href="#">I.164I.1</a>	52.237-3	Continuity of Services (Jan 1991)	
<a href="#">I.165I.1</a>	52.239-1	Privacy or Security Safeguards (Aug 1996)	
<a href="#">I.166I.1</a>	52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
<a href="#">I.167I.1</a>	52.242-3	Penalties for Unallowable Costs (Dec 2020)	
<a href="#">I.168I.1</a>	52.242-4	Certification of Final Indirect Costs (Jan 1997)	
<a href="#">I.169I.1</a>	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
<a href="#">I.170I.1</a>	52.242-13	Bankruptcy (Jul 1995)	
<a href="#">I.171I.1</a>	52.243-1	Changes – Fixed Price (Aug 1987) – Alt II (Apr 1984)	
<a href="#">I.172I.1</a>	52.243-2	Changes – Cost-Reimbursement (Aug 1987) – Alt II (Apr 1984), Alt III (Apr 1984)	
<a href="#">I.173I.1</a>	52.243-4	Changes (Jun 2007)	
<a href="#">I.174I.1</a>	52.243-6	Change Order Accounting (Apr 1984)	
<a href="#">I.175I.1</a>	52.243-7	Notification of Changes (Jan 2017)	
<a href="#">I.176I.1</a>	52.244-2	Subcontracts (Jun 2020) – Alternate I (Jun 2020)	(d)– The DOE Contracting Officer will issue within 30 days from Notice to Proceed a letter to the Contractor setting thresholds for consent to subcontract for all subcontract types; (j) [Contracting Officer fill in at award]
<a href="#">I.177I.1</a>	52.244-5	Competition in Subcontracting (Dec 1996)	
<a href="#">I.178I.1</a>	52.244-6	Subcontracts for Commercial Products and Commercial Services (Jun 2023)	
<a href="#">I.179I.1</a>	52.245-1	Government Property (Sep 2021)	
<a href="#">I.180I.1</a>	52.245-9	Use and Charges (Apr 2012)	
<a href="#">I.181I.1</a>	52.246-25	Limitation of Liability – Services (Feb 1997)	
<a href="#">I.182I.1</a>	52.246-26	Reporting Nonconforming Items (Nov 2021)	
<a href="#">I.183I.1</a>	52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy; Contract No. (Contracting Officer fill in at award); the Contract Administration Office specified in Section G
<a href="#">I.184I.1</a>	52.247-63	Preference for U.S.-Flag Air Carriers (June 2003)	
<a href="#">I.185I.1</a>	52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021)	



Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<a href="#">I.186I.1</a>	52.247-67 <a href="#">Full Text Below</a>	Submission of Transportation Documents for Audit (Feb 2006)	(c) Contracting Officer identified in Section G
<a href="#">I.187I.1</a>	52.247-68	Report of Shipment (REPSHIP) (Feb 2006)	
<a href="#">I.188I.1</a>	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012) (Applies to FFP Task Orders only)	
<a href="#">I.189I.1</a>	52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (Apr 2012) (Applies to FFP D&D Task Orders only)	
<a href="#">I.190I.1</a>	52.249-6	Termination (Cost-Reimbursement) (May 2004) – Alternate I (Sep 1996) (Applies to CR Task Orders only)	
<a href="#">I.191I.1</a>	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984) (Applies to FFP Task Orders only)	
<a href="#">I.192I.1</a>	52.249-10	Default (Fixed-Price Construction) (Apr 1984) – Alt I (Apr 1984) (Applies to FFP construction or D&D Task Orders only)	
<a href="#">I.193I.1</a>	52.249-14	Excusable Delays (Apr 1984) (Applies to CR Task Orders only)	
<a href="#">I.194I.1</a>	52.251-1	Government Supply Sources (Apr 2012)	
<a href="#">I.195I.1</a>	52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	
<a href="#">I.196I.1</a>	52.253-1	Computer Generated Forms (Jan 1991)	
<a href="#">I.197I.1</a>	952.202-1	Definitions (Feb 2011)	
<a href="#">I.198I.1</a>	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
<a href="#">I.199I.2</a>	952.204-2	Security Requirements (Aug 2016)	
<a href="#">I.200I.2</a>	952.204-70	Classification/Declassification (Sep 1997)	
<a href="#">I.201I.2</a>	952.204-75	Public Affairs (Dec 2000)	
<a href="#">I.202I.2</a>	952.204-77	Computer Security (Aug 2006)	
<a href="#">I.203I.2</a>	952.208-7	Tagging of Leased Vehicles (Apr 1984)	
<a href="#">I.204I.2</a>	952.208-70	Printing (Apr 1984)	
<a href="#">I.205I.2</a>	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alternate I (Feb 2011)	(b)(1)(i) zero (0)
<a href="#">I.206I.2</a>	952.215-70	Key Personnel (Dec 2000)	
<a href="#">I.207I.2</a>	952.216-7	Allowable Cost and Payment (Feb 2011)	
<a href="#">I.208I.2</a>	952.217-70	Acquisition of Real Property (Mar 2011)	
<a href="#">I.209I.2</a>	952.223-72	Radiation Protection and Nuclear Criticality (Apr 1984)	
<a href="#">I.210I.2</a>	952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	
<a href="#">I.211I.2</a>	952.223-78	Sustainable Acquisition Program (Oct 2010) – Alternate I (Oct 2010) (Alternate I applies to construction or D&D work only)	
<a href="#">I.212I.2</a>	952.225-70	Subcontracting for Nuclear Hot Cell Services (Mar 1993)	
<a href="#">I.213I.2</a>	952.225-71	Compliance with Export Control Laws and Regulations (Nov 2015)	
<a href="#">I.214I.2</a>	952.226-74	Displaced Employee Hiring Preference (Jun 1997)	
<a href="#">I.215I.2</a>	952.231-71	Insurance—Litigation and Claims (Jul 2013)	
<a href="#">I.216I.2</a>	952.242-70	Technical Direction (Dec 2000)	
<a href="#">I.217I.2</a>	952.247-70	Foreign Travel (Jun 2010)	
<a href="#">I.218I.2</a>	952.250-70	Nuclear Hazards Indemnity Agreement (Aug 2016)	
<a href="#">I.219I.2</a>	952.251-70	Contractor Employee Travel Discounts (Aug 2009)	
<a href="#">I.220I.2</a>	970.5204-1	Counterintelligence (Dec 2010)	
<a href="#">I.221I.2</a>	970.5204-3 <a href="#">Full Text Below</a>	Access to and Ownership of Records (Oct 2014) (Deviation) (Issued by DOE Policy Flash 2015-23)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<a href="#">I.222I.2</a>	970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives—Facility Management Contracts (Aug 2009) –Alternate II (Aug 2009)	
<a href="#">I.223I.2</a>	970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)	
<a href="#">I.224I.2</a>	970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	
<a href="#">I.225I.2</a>	970.5227-1	Rights in Data – Facilities (Dec 2000)	[Contracting Officer Fill-In at Award]
<a href="#">I.226I.2</a>	970.5227-4	Authorization and Consent (Aug 2002)	
<a href="#">I.227I.2</a>	970.5227-5	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2000)	
<a href="#">I.228I.2</a>	970.5227-7	Royalty Information (Dec 2000)	
<a href="#">I.229I.2</a>	970.5227-8	Refund of Royalties (Aug 2002)	
<a href="#">I.230I.2</a>	970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	
<a href="#">I.231I.2</a>	970.5227-10	Patent Rights - Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (Dec 2000)	
<a href="#">I.232I.2</a>	970.5227-11	Patent Rights - Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	

**Acronyms:**

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

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

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the

subcontractor may have Federal contract information residing in or transiting through its information system.

**(I.4647) FAR 52.216-18 Ordering (Aug 2020)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract award through the end of the total contract ordering period.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered “issued” when—
  - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
  - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
  - (3) If sent electronically, the Government either—
    - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
    - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

**(I.4748) FAR 52.216-19 Order Limitations (Oct 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor:
  - (1) Any order for a single item in excess of \$3.0B;
  - (2) Any order for a combination of items in excess of \$3.0B; or
  - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**(I.4849) FAR 52.216-22 Indefinite Quantity (Oct 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract five years beyond the expiration date of the contract ordering in period.

**(I.5051) FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)  
(Applies to Task Orders with an option(s) only)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within TBD on Task Order level days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed TBD on Task Order level.

**(I.7980) FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)**

- (a) Definitions. As used in this clause—
  - “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or more above the threshold specified in FAR 22.1303(a) on the date of subcontract award. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the

terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.8081) FAR 52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)**

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.8485) FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)**

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

This Statement is for Information Only: It is not a Wage Determination (Please refer to Section J, Attachment J-5 for Wage Determinations applicable to this Contract).

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

Classifications	Grade	Equivalent Pay
Administrative Assistant	GS-7	\$23.38
D&D/Waste Operations Specialist	WG-6	\$26.15
Dosimetry Technician	WG-9	\$29.67
Electrician	WG-10	\$30.64
General Clerk I	GS-2	\$13.78
General Clerk II	GS-3	\$15.03
Heavy Equipment Operator	WG-10	\$30.64
Industrial Safety Technician	WG-9	\$29.67
Instrument Mechanic	WG-10	\$30.64
Laborer – Maintenance	WG-3	\$21.84
Plant Systems Operations Specialist	GS-8	\$25.90
Radiological Control Technician	GS-9	\$28.60
Current SCA Fringe Benefit is \$4.80/hour; EO 13706 Establishing Paid Sick Leave-fringe rate drops to \$4.41/hour.		

**(I.9596) FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (May 2008)**

(a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall:

(1) Estimate the percentage of the total recovered material content for EPA designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

**(I.113114) FAR 52.225-9 Buy American – Construction Materials (Oct 2022)**

(a) Definitions. As used in this clause—

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));

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

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

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

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

*Cost of components means—*

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](#).

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR [25.105](#).

*Domestic construction material* means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if-
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in



the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

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

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

*"none"*

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

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components.*

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

*(2)For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost*

*of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.*

*(3)The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.*

*(B) For domestic construction material that is a critical item or contains critical components.*

*(1)The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR [25.105](#).*

*(2)For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.*

*(3)The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.*

- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or*
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.*

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

*(1)*

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

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

*(B) Unit of measure;*

*(C) Quantity;*

*(D) Price;*

*(E) Time of delivery or availability;*

*(F) Location of the construction project;*

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

<b>Foreign and Domestic Construction Materials Price Comparison</b>			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<b>Item 1</b>			
Foreign construction material			
Domestic construction material			
<b>Item 2</b>			
Foreign construction material			
Domestic construction material			
[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].  [List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]  [Include other applicable supporting information.]			

**(I.4115) FAR 52.225-11 Buy American-Construction Materials Under Trade Agreements (Dec 2022)**

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

*Caribbean Basin country construction material* means a construction material that—

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

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

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

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

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

*Cost of components* means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR [25.105](#).

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR [25.105](#).

*Designated country* means any of the following countries:

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

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

*Domestic construction material* means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if—
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all

the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

*Least developed country construction material* means a construction material that-

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

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

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

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

*WTO GPA country construction material* means a construction material that-

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

(b) Construction materials.

- (1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C.1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

*[Contracting Officer to list applicable excepted materials or indicate "none"]*

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

- (i) The cost of domestic construction material would be unreasonable.

- (A) *For domestic construction material that is not a critical item or does not contain critical components.*

- (1) *The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;*

- (2) *For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.*

- (3) *The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.*

- (B) *For domestic construction material that is a critical item or contains critical components.*

- (1) *The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR [25.105](#).*

*(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.*

*(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.*

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
- (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Price;
      - (E) Time of delivery or availability;
      - (F) Location of the construction project;
      - (G) Name and address of the proposed supplier; and
      - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
    - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
    - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.



- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

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

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

[Include other applicable supporting information.]

**(I.186187) FAR 52.247-67 Submission of Transportation Documents for Audit (Feb 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid:
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to:

[Contracting Officer identified in Section G]

**(I.221222) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014)  
(Deviation) (Issued by DOE Policy Flash 2015-23)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR,) Chapter XII, -- Subchapter B, “Records Management”. The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 “Privacy Act.”
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
- (1) Employment-related records (such as worker’s compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
  - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor’s corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The contractor’s protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this

clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
  - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.
  - (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

## **Part IV - Representations and Instructions**

### **Section K**

#### **Representations, Certifications, and Other Statements of Offerors**

## Contents

<b><u>K.1 FAR 52.204-8 Annual Representations and Certifications (Mar 2023)</u></b> .....	<b>1</b>
<b><u>K.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)</u></b> .....	<b>4</b>
<b><u>K.3 FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)</u></b> .....	<b>7</b>
<b><u>K.4 FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)</u></b> ....	<b>8</b>
<b><u>K.5 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020)</u></b> .....	<b>10</b>
<b><u>K.6 FAR 52.230-7 Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005)</u></b> .....	<b>12</b>
<b><u>K.7 Representation of Limited Rights Data and Restricted Computer Software</u></b> .....	<b>12</b>
<b><u>K.8 Certification Regarding Facility Clearance - Foreign Ownership, Control or Influence Information</u></b> .....	<b>13</b>
<b><u>K.9 DOE-H-2079 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)</u></b> .....	<b>13</b>
<b><u>K.10 DOE-K-2001 Notice of Earned Value Management System (Mar 2019) (Revised)</u></b> .....	<b>14</b>
<b><u>K.11 Organizational Conflicts of Interest Certification</u></b> .....	<b>15</b>
<b><u>K.12 Agreement to Use Non-Federal Support Personnel</u></b> .....	<b>17</b>
<b><u>K.13 Cost and Fee Proposal Certification</u></b> .....	<b>17</b>
<b><u>K.14 Solicitation Certification</u></b> .....	<b>17</b>
<b><u>K.15 Signature/Certification</u></b> .....	<b>17</b>

### **K.1 FAR 52.204-8 Annual Representations and Certifications (Mar 2023)**

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is **562910**.
  - (2) The small business size standard is **1000**.
  - (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition-
    - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
    - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
    - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
    - (i) Paragraph (d) applies.
    - (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
    - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
      - (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
      - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      - (C) The solicitation is for utility services for which rates are set by law or regulation.
    - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract ~~will be~~ is for supplies to be delivered or services to be performed in the United States or its outlying areas, ~~or when the Contracting Officer has applied Part 19 in accordance with 19.000(b)(1)(ii).~~
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract ~~will be~~ is for supplies to be delivered or services to be performed in the United States or its outlying areas, ~~or when the Contracting Officer has applied Part 19 in accordance with 19.000(b)(1)(ii).~~
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
  - (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
  - (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
  - (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
  - (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.
  - (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
  - (xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
    - (A) If the acquisition value is less than ~~\$2550~~,000, the basic provision applies.
    - ~~(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.~~
    - ~~(C)~~ (B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
    - ~~(D)~~ (C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
  - (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
  - (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
  - (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
  - (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- X (i) 52.204-17, Ownership or Control of Offeror.



- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
  - (A) Basic.
  - (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

**K.2 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services – Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service

that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision –

“Backhaul”, “covered telecommunications equipment or services”, “critical technology”, “interconnection arrangements”, “reasonable inquiry”, “roaming”, and “substantial or essential component” have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to –

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to –

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. The Offeror represents that –

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information

required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

- (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that –

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures.

- (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment –

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services –

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment –

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
  - (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- (ii) For covered services –
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
  - (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

### **K.3 FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature, in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
  - (1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been

the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (iii) In an administrative proceeding, a finding of fault and liability that results in-
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
  - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

#### **K.4 FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (Nov 2021)**

- (a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation [2.101](#).
- (b) *Certification.* [Offeror shall *check either (1) or (2).*]

\_\_\_ (1) The Offeror certifies that–

- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; and
- (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most

recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act ([22 U.S.C. 2593a](#)). The report is available at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; or

- \_\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
- (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.
- (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
  - (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
    - (i) An inability to certify compliance.
    - (ii) An inability to conclude compliance.
    - (iii) A statement about compliance concerns.
  - (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
  - (4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto:NDAA1290Cert@state.gov). To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
- (d) Do not submit an offer unless—
- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or
  - (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

- (i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or
  - (ii) Determined under [22 U.S.C. 2593e](#)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](#)(b).
- (e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

**K.5 FAR 52.230-1 Cost Accounting Standards Notices and Certification (Jun 2020) (does not apply to small business concerns)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement - Cost Accounting Practices and Certification.**

- (a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement*. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: [*Name and Address of Cognizant ACO or Federal Official Where Filed:*]

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]

Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted, and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during



its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes  no

**K.6 FAR 52.230-7 Proposal Disclosure-Cost Accounting Practice Changes (Apr 2005) (does not apply to small business concerns)**

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

yes  no

If the Offeror checked "yes" above, the Offeror shall:

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.7 Representation of Limited Rights Data and Restricted Computer Software**

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 970.5227-1, Rights in Data--Facilities). Any data first produced or specifically used in the performance of the resulting contract will be subject to that Rights in Data clause, including limited rights data and restricted computer software.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [Offeror Fill-In]—

(1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

---

---

---

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

## **K.8 Certification Regarding Facility Clearance - Foreign Ownership, Control or Influence Information**

Please check, as appropriate:

Submitted Commercial and Government Entity code or facility code if cleared.

Documentation granting Offeror's ~~subcontractor(s) and/or joint venture~~, joint venture/LLC members (including parent companies as applicable), and/or applicable Teaming Subcontractor(s) facility clearance is attached.

Updated package has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at <https://foci.anl.gov/> (dated within one year of the proposal due date) including a Standard Form 328 for those entities with active DOE facility clearances.

Facility Clearance request documentation including the following information has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at <https://foci.anl.gov/> for Offeror, ~~subcontractor(s) and/or joint venture~~/LLC members (including parent companies as applicable), and/or applicable Teaming Subcontractor(s) if not currently cleared:

The Standard Form 328 has been printed, signed, and dated by an authorized official of the company, stamped with a corporate seal (if applicable) and ~~the original~~ has been sent/uploaded to the appropriate e-FOCI Office system.

If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached.

A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents.

A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances.

## **K.9 DOE-H-2079 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)**

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the Offeror agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).
- (c) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the Offeror unqualified and ineligible for award.

### **K.10 DOE-K-2001 Notice of Earned Value Management System (Mar 2019) (Revised)**

- (a) Proposals for contracts that are part of a project valued at \$100 million or more.
- (1) The offeror shall provide documentation that the cognizant Federal agency (generally, Office of Project Management Oversight and Assessments at Department of Energy [DOE] headquarters) has determined that its Earned Value Management System (EVMS) complies with the guidelines in the Electronic Industries Alliance Standard 748 (EIA-748). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.
  - (2) If the offeror proposes to use a system that has not been determined to be in compliance with EIA-748, the offeror shall submit a comprehensive plan for compliance with the guidelines in EIA-748.
    - (i) The plan shall—
      - (A) Describe the EVMS intended for use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in EIA-748;
      - (B) Distinguish between the offeror’s existing management system and modifications proposed to meet the EVMS guidelines;
      - (C) Describe the management system and its application in terms of the EVMS guidelines;
      - (D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and
      - (E) Describe the process to be used in determining subcontractor compliance with EIA-748.
    - (ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
    - (iii) The offeror’s EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in EIA-748.
- (b) Proposals for contracts that are part of a project valued at \$50 million or more, but less than \$100 million.
- (1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include—
    - (i) A matrix that correlates each guideline in EIA-748 (current version at time of solicitation) to the corresponding process in the offeror’s written management procedures; and
    - (ii) The process to be used in determining subcontractor compliance with EIA-748.
  - (2) If the offeror proposes to use an EVMS that has been determined by the cognizant Federal agency to be in compliance with the EVMS guidelines in EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.
- (c) Subcontracts. The offeror and the Government will make risk-based decisions on which subcontractors (or subcontracted efforts, to potentially include all contract types) will be subject to the ~~clause at 952.234-4, Earned Value Management System-EVMS clauses in Section H.~~ The offeror shall be responsible for ensuring that the identified subcontractors comply with ~~the all EVMS requirements of the clause at 952.234-4.~~ the all EVMS

- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the ordering period of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after award of the Task Order. The purpose of the IBR is to verify the technical content and the realism of performance budgets, resources, and schedules. It should provide a mutual understanding of performance risks and the underlying management control systems, and it should formulate a plan to handle these risks. DOE and the Contractor will use the IBR process described in the National Defense Industrial Association (NDIA) IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

### **K.11 Organizational Conflicts of Interest Disclosure Certification**

~~Certification regarding Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.~~

- (a) ~~Each Conflict of Interest (OCI). The Offeror is to shall~~ check the appropriate ~~block for each of the questions below. The questions apply equally to box in paragraph (e) of this clause to certify whether or not, to the best of its knowledge and belief, there are relevant facts or circumstances that could give rise to an existing or potential OCI for~~ the (1) Offeror, (2) intended subcontractors at any tier, (3) consultants, (4) affiliates/~~parents~~ of the foregoing, and/or (5) chief executives and/or directors of any of the foregoing who will be involved in performing the contract, ~~and, accordingly, that the term "Offeror" is defined to include all five types of considerations. The questions shall be completed by each Offeror or person identified.~~

~~(1) Does the Offeror depend upon industries or firms that could be affected by DOE actions related to the contract for a significant portion of its business, or have a relationship (financial, organizational, contractual or otherwise) with such industries or firms that could impair its objectivity or independence? Yes  No~~

~~(2) Would any unfair competitive advantage accrue to the Offeror in either its private or government business pursuits from access to:~~

~~(i) Data generated under the contract? Yes  No~~

~~(ii) Information concerning DOE plans and programs? Yes  No~~

~~(iii) Confidential and proprietary data of others? Yes  No~~

~~(3) Will any proposed subcontractor perform any self-evaluation or inspection of a service or product, or evaluation or inspection of another with whom a relationship exists which could impair objectivity, including evaluation or inspection of goods or services that complete commercially with the performer's goods or services? Yes  No~~

~~(4) Will any of the Offeror's chief executives, directors, or entities, which they own or represent, or any of the Offeror's affiliates be involved in the performance of the contract? Yes  No~~

~~(i) If the Offeror checked "Yes" above in paragraph (a) (4), will the involvement be performed as part of the Prime contract or a subcontract? Prime Contract  Subcontract~~

- ~~(5) Do you have any current business arrangements that may conflict with your role as Offeror or subcontractor under this contract? Yes  No~~
- ~~(b) If the Offeror checked “Yes” to any of the above in paragraph (a), the Offeror shall provide the statement described in paragraph (c) from each entity or person affirmatively responding.~~
- ~~(c) The statement must contain the following:~~
- ~~(1) A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the Performance Work Statement. For contractual interests, such statement must include the name, address, telephone number of the client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of this solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests, enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.~~
  - ~~(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services OCI may arise in the following situations:~~
    - ~~(1) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.~~
    - ~~(2) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.~~
    - ~~(3) Impaired Objectivity. A potential contractor, subcontractor, employee, or consultant has a financial or competing that would impair its ability to act impartially and in the best interest of the Government when performing under the contract.~~
  - ~~(c) Disclosure of Potential OCIs and Mitigation Plan. The Offeror shall fully disclose any existing or potential OCIs and, if any such OCIs are identified, submit as part of its proposal a draft OCI mitigation plan to avoid, neutralize or adequately mitigate the OCIs.~~
- ~~Penalties for Failure to Certify or Disclose. Failure of the Offeror to provide the required by the Performance Work Statement to be provided in connection with this solicitation.~~
- ~~(d) Failure of the Offeror to provide the required statement statement in paragraph (e), or an Offeror that provides a misrepresentation or fails to disclose existing or potential OCIs, may result in the Offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided~~
- ~~(e) Based on the above, the Offeror represents that it [ ] is [ ] is not aware of relevant facts or circumstances that could give rise to an existing or potential organizational conflict of interest.~~
- ~~(d)(f) If the Offeror responded that it “is” aware of relevant facts or circumstances that could give rise to an existing or potential organizational conflict of interest, it is required to fully disclose the basis~~

~~for by law or regulation~~any existing or potential OCIs and submit an acceptable OCI mitigation plan as part of its proposal.

### **K.12 Agreement to Use Non-Federal Support Personnel**

DOE may employ non-federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to Solicitation number ~~89303323REM000116~~89303324REM000122. All such non-federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of a signed offer under this solicitation, the Offeror consents to such review by non-federal evaluators.

### **K.13 Cost and Fee Proposal Certification**

The Government publicly furnished certain cost, pricing, and/or estimating information regarding contract activities and requirements during the solicitation phase of this contract. By submitting a signed offer under this Solicitation, the Offeror certifies that:

- (a) It fully recognizes that such information was not warranted in any manner by the Government as to its accuracy or validity, and was for information only;
- (b) The Government does not represent such information as a preferred price offer under the solicitation; and
- (c) Irrespective of the Government-furnished information, the Offeror's estimated cost and estimated fee, upon which this contract award is based, was independently and fully derived from the Offeror's own estimating methods, that the Offeror assumes full and complete ownership of its offered estimated cost and estimated fee, and that it fully acknowledges that the Government makes no warranties, express or implied, as to the completeness or accuracy of the Government-furnished pricing and estimating information.

### **K.14 Solicitation Certification**

By submitting its signed offer, the Offeror represents its understanding that Solicitation number ~~89303323REM000116~~89303324REM000122 represents the current and complete contracting requirements of the Government for the WVDP Phase 1B effort. This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to: 1) any information formally provided by the Government prior to release of this Solicitation; 2) remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and 3) any information or conjecture presented by the media, or any other source, on the Government's requirements for this Solicitation. Further, the Offeror represents that the electronic (including versions submitted via FedConnect and/or other electronic media) and hard copy submissions of the proposal are identical.

### **K.15 Signature/Certification**

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 USC 1001.

---

Signature of the Officer or Employee Responsible for the Offer      Date of Execution

\_\_\_\_\_

Typed Name and Title of the Officer or Employee Responsible for the Offer

\_\_\_\_\_

Name of Organization

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

Solicitation Number ~~89303323REM00011689303324REM000122~~

## **IV – Representations and Instructions**

### **Section L**

#### **Instructions, Conditions, and Notices to Offerors**



Solicitation No. ~~89303323REM000116~~~~89303324REM000122~~**L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<https://www.acquisition.gov/far/>

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

FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
<del>FAR 52.204-7</del>	<del>System for Award Management (Oct 2018)</del>	
FAR 52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)	
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Nov 2021)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Nov 2021) – Alt III (Oct 1997) and Alt IV (Oct 2010)	Alt III, (c) As specified in Section L Alt IV, (b) As specified in Section L
FAR 52.215-22	Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: 6.3%; Female Goal: 6.9% (e) Cattaraugus County, New York
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
FAR 52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)	
FAR 52.237-1	Site Visit (Apr 1984)	
FAR 52.250-2	SAFETY Act Coverage Not Applicable (Feb 2009)	
DEAR 952.227-84	Right to Request Patent Waiver (Feb 1998)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

**L.2 ~~FAR 52.204-7~~ System for Award Management –~~Continuous Registration Requirement~~(Aug 2023) (DEVIATION) (Issued by DOE Policy Flash 2023-41)**

~~The Offeror shall be registered(a) Definitions. As used in this provision—~~

Solicitation No. ~~89303323REM000116~~~~89303324REM000122~~

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) ~~website at www.SAM.gov, in full compliance means that–~~

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the requirements of the provision at FAR 52.204-7, System for Award Management, Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)

- (1) An Offeror is required to be registered in SAM when submitting an offer or quotation and shall continue to be registered until, at the time of award; an Offeror that fails to comply with this, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation requirement. A failure to register in SAM or a lapse in SAMs registration may be considered unacceptable for award. ~~treated by the Contracting Officer as a correctable matter of responsibility.~~
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.

Solicitation No. ~~89303323REM000116~~~~89303324REM000122~~

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation.

See <https://www.sam.gov> for information on registration.

### **L.3 FAR 52.252-5 Authorized Deviations in Provisions (Nov 2020)**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

### **L.4 DEAR 952.219-70 DOE Mentor-Protégé Program (May 2000) (DEVIATION) (Issued by DOE Policy Flash 2019-15)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, and other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

### **L.5 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Cost Reimbursement (CR) Task Orders may be issued resulting from this solicitation.

### **L.6 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.7 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)**

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

**L.8 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)**

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the *Procurement Integrity Act*, 41 U.S.C. §§ 2101-2107.

**L.9 DOE-L-2025 Intention to Bid/Propose (Oct 2015) (Revised)**

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, Unique Entity ID (UEI-), address, and telephone number of its firm or organization and any subcontractors to ~~wvdpphase1B@emebe.doe.gov~~wvdpphase1B@emcbc.doe.gov not later than 20 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team. DOE may utilize this information to interface regarding necessary FedConnect and System for Award Management registrations.

**L.10 Offer Acceptance Period**

The Offeror’s proposal shall be valid for 270 calendar days after the required due date for proposals.

**L.11 DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) Alternate I and Alternate II (Oct 2015) (Revised)**

(a) Definitions.

- (1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term “newly formed entity” refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (2) Teaming Subcontractor. A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team’s Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ ~~PWS~~Performance Work Statement (PWS). Small business Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, *Subcontracted Work*, requirement and other small business goals in this Contract. Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.

## (b) Availability of the solicitation, amendments, and other documents-electronic media.

- (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at <https://www.emcbc.doe.gov/seb/wvdpphase1B>. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website- (if applicable).

## (c) Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. Pursuant to FAR 52.204-7, *System for Award Management*, the Offeror must also be registered in the System for Award Management at <https://www.sam.gov> when submitting a proposal, and shall continue to be registered until time of award, during performance, and through final payment on any task orders issued under the resulting contract.

NOTE: Due to the high demand of UEI requests and SAM registrations, entity legal business name and address validations are taking longer than expected to process. Entities should start the UEI and SAM registration process as soon as possible. If entities have technical difficulties with the UEI validation or SAM registration process they should utilize the HELP feature on SAM.gov. SAM.gov will work entity service tickets in the order in which they are received and asks that entities not create multiple service tickets for the same request or technical issue. Additional entity validation resources can be found here: [GSAFSD Tier 0 Knowledge Base - Validating your Entity](#).

- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

Solicitation No. ~~89303323REM000116~~~~89303324REM000122~~

- (3) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper copies of each proposal volume as indicated below. The content in the paper and electronic copies shall be identical. The only exceptions are:
- (i) Financial statements and annual reports, which shall be included in the electronic submission, but are not required to be included in the additional paper copies.
  - (ii) The Offeror's 'Estimating Flat File' shall only be included in the electronic submission. No paper (copy) submittal is required. The electronic version of the 'Estimating Flat File' submitted through FedConnect will constitute part of the binding offer.

The paper copies shall be delivered and received no later than the proposal due date, as follows:

**MAIL TO (see table below for number of hard and electronic copies):**

U S. Department of Energy, WVDP  
 Attention: Stephen Bousquet  
 9030 Route 219  
 West Valley, NY 14171-9799

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.

RFP No. ~~89303323REM000116~~~~89303324REM000122~~

stephen.bousquet@emcbc.doe.gov

Phone: (716) 942-4213

**Note:** Delivery of proposals to the above address should take place between the hours of 8:00AM to 4:00PM. Offerors should contact Mr. Bousquet at least one day in advance to advise of the anticipated delivery date and time.

Proposal Volume – Title	Number of Hard Copy Proposals Required
Volume I – Offer and Other Documents	2 copies
Volume II – Technical and Management Proposal	2 copies
Volume III – Cost and Fee/Profit Proposal	2 copies

(d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals based on the ~~basis of the~~ information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, *Evaluation Factors for Award*, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before completing the Government's evaluation if the proposal is deficient as to be unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it

does not substantially and materially comply with the proposal preparation instructions of this solicitation. cursory responses or responses which merely repeat or reformulate the solicitation, including the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Performance Work Statement (PWS) and/or Task Order PWS may be considered non-responsive to the requirements of the solicitation or otherwise be negatively evaluated. In the event that a proposal is rejected, a notice ~~will~~may be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
  - (i) Volume I, *Offer and Other Documents* - No page limit.
  - (ii) Volume II, *Technical and Management Proposal* - See page limitations identified in each factor.
  - (iii) Volume III, *Cost and Fee/Profit Proposal* - No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, and blank pages. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
- (3) Except as may be provided elsewhere in the solicitation, Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, *Cost and Fee/Profit Proposal*, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11 × 17 binders for the Volume III, *Cost and Fee/Profit Proposal*, is permitted.
- (3) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font, including paragraph text in the Section L attachments (including Attachment L-3, Past Performance Reference Information Form). Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. Headers and footers, spreadsheets, charts, tables (with the exception of the Attachment L-3 table, as noted above), figures, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable.

- (4) Page margins. Page margins for text pages and 11 x 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 x 17's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17's. Each 11 x 17 page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, *Instructions to Offerors-Competitive Acquisition*. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.
- (5) Page numbering. All pages shall be sequentially numbered by volume and by individual sections within each volume. The only exception is financial statements and annual reports, which shall be segregated within the Volume III submission, thereby not requiring the documents to be sequentially numbered.
- (6) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format file (PDF) (must be in a searchable format, not scanned) except for scanned Volume I signed documents and the following specific Volume II and III files:
- (i) Volume II:
    - (A) Signed Letters of Commitment.
    - (B) Past Performance Consent Statement.
  - (ii) Volume III:
    - (A) Electronic copies of financial statements and annual reports shall be submitted in PDF (portable document format files are required).
    - (B) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.
    - (C) Cost and Fee/Profit Proposal tables shall be organized and submitted in native file format.
- The files shall not be password protected or contain other security restraints unless access information is provided.
- (7) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
- (8) Excel printed paper formatting. As part of the Offeror's proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets



span multiple pages, then each page of the worksheets shall include the applicable column and row headers.

- (g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.
- (h) Questions.
- (1) Questions regarding this solicitation must be submitted to [wvdpphase1B@emcbc.doe.gov](mailto:wvdpphase1B@emcbc.doe.gov) no later than ~~14 calendar days after the original solicitation issuance date.~~ January 22, 2024. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to [wvdpphase1B@emcbc.doe.gov](mailto:wvdpphase1B@emcbc.doe.gov).
- (i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.
- (k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
- (m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, *Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits*, within 20 days after the effective date of the Contract Transition Task Order, the Contractor will submit Form EM 3220.5, *Application for Contractor Compensation Approval*, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO. The Form EM 3220.5, *Application for Contractor Compensation Approval*, information shall not exceed the proposed key personnel compensation contained in the successful offer.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.

(n) Offerors are prohibited from submitting multiple offers/proposals as a prime contractor and Parent Organizations are prohibited from participation in more than one Offeror's proposal. If an entity is included on multiple offers/proposals as either a prime contractor or Parent Organization, the Offerors may be contacted immediately, and both offers/proposals submitted may be deemed ineligible.

**L.12 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Nov ~~2016~~2021) (Revised)**

- (a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. ~~The~~The signed original(s) of all documents requiring signature by Offerors shall be contained in Volume I. Visibly identifiable scanned and /or time-stamped digital signatures will be acceptable unless specifically stated otherwise in the RFP ~~(i.e., the SF328).~~. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
  - (1) Section B:
    - (i) DOE-B-2015, Task Order Fee/Profit Ceiling (Oct 2014) (Revised)
  - (2) Section H:
    - (i) DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014) (Revised)
    - (ii) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)
    - (iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)
    - (iv) DOE-H-2070, Key Personnel – Alternate I (Oct 2014) (Revised)
    - (v) Organizational Conflict of Interest – Affiliate(s)
  - (3) Section I:
    - (i) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022)
    - (ii) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Feb 2021) – Alternate I (Jul 1995)
    - (iii) FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

- (4) Section J:
- (i) Attachment J-10, IDIQ Labor Rate Schedule (Attachment L-6, Cost and Fee/Profit Elements Workbook)
- (5) Task Order 1 – Contract Transition (RTP) (Attachment L-7)
- (i) B.2 Type of Contract
    - (d) DOE-B-2004 Cost Task Order - No Fee: Total Estimated Cost (Oct 2014) (Revised)
- (c) Standard Form 33, *Solicitation, Offer and Award* – one signed (visibly identifiable scanned and /or time stamped digital signature) of the Standard Form (SF) 33 must be provided.
- (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), *Exceptions and Deviations*.
  - (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
  - (3) The Offeror shall insert 270 calendar days in block 12 of the SF 33 in accordance with Section L provision entitled, *Offer Acceptance Period*.
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1 entitled, *Instructions to Offerors - Competitive Acquisition*).
  - (2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and UEI of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, *Instructions to Offerors Competitive- Acquisition*).
  - (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
  - (4) Negotiators. Name(s), title(s), telephone number, and email address of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).
  - (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, *Contract Administration Office Functions*, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
  - (6) Offeror's Authorized Participants – ~~Virtual~~ Oral Problem Scenarios and individual oral Interviews. Offerors shall provide the name, employer/company, and email address of the Offeror's authorized key personnel participants for the Oral Problem Scenarios and individual oral interviews. The Offeror shall also provide the name, ~~employer/company~~, and email address of ~~the Offeror's authorized non key personnel participant to provide IT technical support for the virtual platform connection and equipment; and/or~~ any persons required to assist any of the key personnel with disabilities.

(e) Subcontractors and other entities. Offerors shall provide the following information:

- (1) Name, address, and UEI for all proposed Teaming Subcontractors as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section L.11(a)(2). This information is only required for Teaming Subcontractors. Any non-teaming subcontractors will require subcontract consent after award pursuant to FAR 52.244-2.
- (2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
  - (i) Name, address, and UEI of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
  - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the parent or member company(ies) of the Offeror, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

- (1) The Offeror shall complete its annual representations and certifications via the SAM website at [www.SAM.gov](http://www.SAM.gov). If the Offeror's annual representations and certifications that are completed in accordance with the provision at FAR 52.204 8, *Annual Representations and Certifications*, are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications require a change at time of proposal submittal, the Offeror shall submit those changes in accordance with FAR 52.204-8, including rationale for the changes as part of their Volume I proposal. Additionally, if any of these annual representations and certifications require a change any time after proposal submittal leading up to contract award, the Offeror shall notify DOE in writing to identify the changes and the rationale for the changes.
- (2) As part of its proposal submission, the Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, *Representations, Certifications, and Other Statements of the Offeror*.

(g) Exceptions and deviations.

- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.
- (2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility Clearance verification. (Revised)

The following instructions supplement the Section L provision entitled, DEAR 952.204-73, Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14). The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors (if applicable) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision entitled, DEAR 952.204-73, Facility Clearance):

- (1) DOE Facility Clearance code (if currently cleared) or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code. If cleared under DOD, please state such ~~and specify which branch (e.g., DCSA);~~
- (2) the date the Offeror's, JV/LLC member(s)', and/or Teaming Subcontractor(s)' (if applicable) completed Standard Form 328 was submitted to DOE or another Government Agency; ~~and~~
- (3) the date of the Cognizant Security Office's affirmative Foreign Ownership, Control, or Influence (FOCI) determination. If you have a copy of the letter, include it with Volume I.

If the Offeror, JV/LLC member(s-), ~~including Parent Companies,~~ and/or any Teaming Subcontractor(s) (if applicable) have not submitted a new or updated package in the DOE FOCI Electronic Submission System (ESS) located at <https://foci.anl.gov/> within **one year** of the ~~Solicitation issuance~~~~proposal due~~ date, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall complete such. Additional FOCI guidance to aid offerors can be found at <https://www.emcbc.doe.gov/SEB/FOCI> and <https://foci.anl.gov/>. ~~All~~ ~~Unless currently cleared by another Government Agency, all~~ Offerors, JV/LLC member(s-), ~~including Parent Companies,~~ and Teaming Subcontractors (if applicable) shall complete the required entries into the DOE FOCI ESS by way of submitting a new ~~package~~ or ~~an~~ updated ~~one~~. ~~Use package. Unless currently cleared by another Government Agency, use~~ of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s-), ~~including Parent Companies,~~ and Teaming Subcontractors (if applicable). ~~Entities with active DOE facility clearances must submit timely "significant change" packages in e-FOCI when applicable.~~ **Teaming Subcontractor(s) that will not require access authorizations consistent with DEAR 952.204-73 are not required to submit the information contained within this provision; ~~However~~however, the Offeror's proposal must clearly identify the Teaming Subcontractor(s) by company name and state that the Teaming Subcontractor(s) will not require access authorizations for the work proposed to be performed.** Be sure to designate all the required Key Management Personnel (KMP) (specific to FOCI only; this is ~~not the same as~~~~different from~~ Key Personnel as defined in Section H) in e-FOCI and ensure the KMPs hold the appropriate (highest) security clearance level as required by the scope of work ~~and for the facility clearance~~. The required KMP are the entity owners, officers, and executives, and must also identify the entity's Facility Security Officer (FSO), Insider Threat Program Senior Official (ITPSO), and Senior Management Official (SMO). If any member of the Offeror (including Teaming Subcontractors) or Tier Parents of the Offeror are under FOCI, upon DOE request, the Offeror shall submit the appropriate draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). The following links provide definitions and ~~possible common~~ mitigation ~~tools~~~~instrument templates~~ that may be needed ~~[links to be provided in Final RFP]~~. ~~[https://www.emcbc.doe.gov/SEB/FOCI]~~. Any mitigation instrument ~~proposed~~~~submitted in response to DOE request~~ is subject to approval by the CSO.

If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation

process for clarifications. Note: This will not constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a “proposal revision” as defined in FAR 15.001. Responses to the CSO must be submitted in a timely manner and there shall be no exceptions or deviations requested to any of the forms including the necessary FOCI mitigation documents (if applicable).

Offerors, JV/LLC member(s), including Parent Companies, and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information before the deadline for proposal submission. ~~Under the DOE FOCI ESS, electronic signatures are accepted.~~ When filling out the New User Registration information in the DOE FOCI ESS, select “**Environmental Management Consolidated Business Center**” for an account request and approval as this will be your submission office. Include the solicitation name and number in the “Reason for Request” field.

For the SF-328's, the Offerors are required to print, sign, stamp with corporate seal (if applicable), and scan/upload to e-FOCI. Contrary to the instructions from Section L, DEAR 952.204-73 Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14), paragraph (a)(1), the entity does not need to send the original SF-328 to the Contracting Officer or the EMCBC FOCI Liaison. Entities shall retain the original SF-328 for record/audit purposes.

Upon review of the e-FOCI submission, if the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible. Delays from any entity (JV/LLC member(s) and/or Teaming Subcontractors) in providing the necessary information may make an Offeror ineligible for award.

(i) Performance guarantee agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, *Performance Guarantee Agreement*. See Section L, Attachment L-1 entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, *Responsible Corporate Official and Corporate Board of Directors (Revised)*.

(k) Master Small Business Subcontracting Plan.

(1) A completed and acceptable Master Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9 entitled, *Small Business Subcontracting Plan*, Alternate II, and proposal instructions herein. The Master Small Business Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a Volume I responsibility determination of the prospective large business awardee and it will be incorporated into the resultant contract as Section J, Attachment entitled, *Master Small Business Subcontracting Plan*.

(2) To be considered acceptable, the Offeror’s Master Small Business Subcontracting Plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except goals, and shall address all of the small business categories included within the table found in the Section H clause entitled, *Task Ordering Procedure*. Failure by a large business Offeror to submit and/or negotiate a Master Small Business Subcontracting Plan that addresses each element

identified in FAR 52.219-9, except goals, in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702, *Statutory Requirements* (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.

- (3) The Offeror shall describe all transition activities related to subcontracting within the Master Small Business Subcontracting Plan. This description shall include plans for all subcontracts put in place by the incumbent contractor, approach to communication with incumbent subcontractors, and identification of all new subcontracts the offeror plans to award during transition.

(l) Community Commitment Plan.

The Offeror shall provide a *Community Commitment Plan* that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H clause DOE-H-2045, entitled *Contractor Community Commitment (Revised)*. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K.11, *Organizational Conflicts of Interest Disclosure*, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed mitigation plan for evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals*. Note: This proposal requirement is separate and distinct from the Contract requirement stated at DOE-H-2035, *Organizational Conflict of Interest Management Plan (Revised)*, which applies throughout the full period of performance.

Pursuant to FAR 9.504, Contracting officer responsibilities, DOE has evaluated the WVDP Phase 1B acquisition for potential OCI and has determined the WVDP Phase 1B PWS will create a potential OCI between the contractors/subcontractors performing the WVDP Site Technical Assistance Contract and other current and future WVDP Phase 1B contractors/subcontractors for all PWS activity. It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and certifications. If the Offeror, including subcontractors, have any potential conflicts at the time of proposal submission, the Offeror shall submit an OCI mitigation plan per the instructions of this paragraph (m) demonstrating how the Offeror, including subcontractors, will achieve compliance by the initial Contract Transition Task Order effective date.

(n) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known subcontractors with anticipated subcontracts of \$10 million.

(o) Earned Value Management System (EVMS) Documentation.

The Offeror shall provide the EVMS documentation required under Section K provision entitled, *Notice of Earned Value Management System (Revised)*.

(p) Instructions Regarding Non-Public Government Information/Source Selection Information.

(1) The Offeror shall not utilize non-public government information (as defined at 5 CFR § 2635.703(b)) or source selection information (as defined in FAR 2.101) in the preparation of the Offeror's proposal submission that results in an unfair competitive advantage in the procurement. An Offeror's utilization of any individual(s) who possesses non-public government information or source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Utilization of information obtained by a contractor over the normal course of business is not subject to the Organizational Conflict of Interest provisions of this solicitation.

(2) The Offeror shall identify former DOE employees subject to post-employment restriction(s) involved in the Offeror's written and/or oral proposal development during the time in which the individual was still subject to post-employment restriction(s). For any former DOE employees identified, the Offeror shall provide:

(i) The time period, nature, and extent of the former DOE employee's involvement in the Offeror's written and/or oral proposal development.

(ii) A description of whether or not such individuals shared any non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) with the Offeror during the development of its proposal, and if so, specific details regarding what information was shared.

(iii) If no such individual participated in the Offeror's written and/or oral proposal development, the Offeror shall respond stating such.

(q) Certification Regarding Responsibility Matters.

In support of the required representations and certifications, if the Offeror, any of its JV/LLC member(s), and/or any of its Teaming Subcontractors (if applicable) have affirmatively responded to any of the items in FAR 52.209-5 Certification Regarding Responsibility Matters paragraphs (a)(1)(i)(A) through (a)(1)(i)(D), or paragraph (a)(1)(ii), the Offeror's proposal shall provide sufficient detail regarding the specific matter(s) that resulted in the affirmative response, for the Department's consideration.

**L.13 DEAR 952.204-73 Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14)**

**Notices to Offerors and the Contract Requirements of the Successful Offeror (Contractor)**

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, ~~a~~ Facility Clearance and foreign ownership, control and



influence information ~~are~~ required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

An offeror who has either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership, control and influence information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office that issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.*

- (1) The contract work to be performed by the successful offeror anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's (that is, the successful offeror's) organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor must submit the FOCI Package in the format directed by DOE. After the FOCI Package is completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
- (2) Information submitted by the offeror in the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the successful offeror/Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Notice of changes in FOCI information that are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be reported concurrently to the cognizant security office.

(b) *Definitions.*

- (1) *Foreign Interest* means any of the following—
  - (i) A foreign government, foreign government agency, or representative of a foreign government;
  - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
  - (iii) Any person who is not a citizen or national of the United States.
- (2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

- (c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—
- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
  - (2) A contract or proposed contract containing the appropriate security clauses;
  - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
  - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and who possess or are in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) *Facility Clearance and Employees Requiring Access Authorizations Prior to DOE's Granting Facility Clearance.*
- (1) A Facility Clearance is required for this contract, although not necessarily prior to contract award. A favorable FOCI determination for this contract is required prior to contract award. It must be rendered by the responsible cognizant security office. The Contracting Officer may require the offeror to submit additional information as deemed pertinent to this determination.
    - (i) The DOE must determine that awarding this contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
    - (ii) Before contract award, after obtaining a favorable FOCI determination the successful offeror/Contractor may be eligible to obtain a Facility Clearance.
    - (iii) If the successful offeror/Contractor does not obtain a Facility Clearance before contract award, after contract award the Contractor shall submit the necessary information to obtain a Facility Clearance and to obtain personnel Interim Access Authorizations in accordance with Departmental policies and procedures.

- (2) The DOE may grant certain members of the Contractor's Key Management Personnel and the Contractor's Facility Security Officer Interim Access Authorization. If granted Interim Access Authorization, the Contractor's Key Management Personnel and the Contractor's Facility Security Officer will have access to classified information or special nuclear material.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but that require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors (or vendors for purchase orders) requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

**Notice to Offerors—Contents Review (Please Review Before Submitting)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the offeror;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

**L.14 DOE-L-2003 Proposal Preparation Instructions, Volume II – Technical and Management Proposal – General (Nov 2016) (Revised)**

- (a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M entitled, *Evaluation Factors for Award*.

- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, *Proposal Preparation Instructions*, ~~general~~ - *General* and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Moreover, the Offeror shall not merely restate the work scope and/or other solicitation requirements in its Technical and Management Proposal.
- (d) If an Offeror's approach includes the use of Teaming Subcontractors, then the Offeror's proposal submission, including Volumes II and III, shall include "Teaming Subcontractors" as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section L.11(a)(2). The Offeror shall not include the name(s) of any other specific subcontractor(s) (i.e., any non-Teaming Subcontractor(s)) within Volumes II and III. Non-Teaming Subcontractor(s) will be subject to post-award determination by the Contractor consistent with the Contractor's purchasing system and the requisite terms and conditions of the contract.
- (e) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

### **L.15 Proposal Preparation Instructions, Volume II – Key Personnel**

**Factor 1: Key Personnel** (*The Key Personnel section shall not exceed five (5) pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four (4) pages for each resume.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel:

- (a) Key personnel. The Offeror shall propose key personnel for the two (2) required positions of Program Manager and Decontamination & Decommissioning Manager. Additionally, the Offeror may propose up to two (2) non-required key personnel which will be incorporated into the Master IDIQ Contract through the clause at DOE-H-2070, *Key Personnel*. Only one (1) individual may be proposed for each key personnel position. It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall not provide the names or qualifications of any non-key personnel.
  - (1) The Offeror shall provide the rationale for the selection of the proposed non-required key personnel positions. The Offeror shall also address why the make-up of the resulting collective key personnel team ~~make-up~~ demonstrates the appropriate mix of key personnel positions and skills for successful performance of the Contract.
  - (2) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors.
  - (3) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located on the WVDP or within the local area.

Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station ~~is~~will be located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

(1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2. The resume shall describe the key person's education, experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position with emphasis on project and completion type work, including leadership and other accomplishments, ~~with emphasis on project and completion type work;~~and significant performance difficulties and any corrective actions. More recent experience may be given greater consideration.

(ii) Education, specialized training, active certifications, and licenses that support the suitability for the proposed position;~~and.~~

(iii) Three professional references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references, current or previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's suitability for the proposed position. DOE may contact any or all of the references, current or previous employers, clients, and other sources of information not provided by the Offeror, as a part of its evaluation of the key personnel. Current DOE employees shall not be identified as key personnel references.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed (NTP) is issued for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows:

*"I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years (consistent with DOE-H-2070) beginning on the date the Notice to Proceed (NTP) is issued for the Contract Transition ~~Period of the contract~~Task Order. I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located on the WVDP or within the local surrounding area."*

Failure to submit a signed letter of commitment for each proposed key person will adversely affect the Government's evaluation of the proposal.

(d) Oral problem scenarios – key personnel, and individual oral interviews – Program Manager and Decontamination & Decommissioning Manager.

(1) Oral problem scenarios – key personnel.

DOE will conduct oral problem scenarios with each Offeror’s proposed key personnel team, ~~and may utilize virtual procedures to conduct them.~~ All of the Offeror’s proposed key personnel shall actively participate in the oral problem scenarios and be co-located. ~~If virtual procedures are utilized, it will be at the discretion of the Offeror as to whether the key personnel team is collocated.~~ No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend. However, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee. ~~If virtual procedures are utilized, the Offeror may also authorize one non-key personnel participant to provide Information Technology (IT) technical support with the virtual platform connection and equipment.~~

The problem-solving scenarios will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The scenarios will allow the Offeror to demonstrate its key personnel’s leadership, teamwork, communications, knowledge of the Master IDIQ PWS, quality of the technical and managerial solution(s) to the problems, and problem-solving capabilities. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response; however, the team will not be allowed to ask DOE questions. The scenarios will not be provided to Offerors in advance of the oral problem scenarios. Offerors may not present any formal presentation prepared in advance.

(2) Individual oral interviews – Program Manager and Decontamination & Decommissioning Manager.

DOE will conduct an individual oral interview with each Offeror’s proposed Program Manager and Decontamination & Decommissioning Manager for the purpose of determining this individual’s qualifications and suitability, including leadership capability for the proposed position. ~~DOE may utilize virtual procedures to conduct the individual oral interviews.~~

A question and answer, oral interview format will be used for each interview. A set of questions will be asked to each interviewee. Questions ~~may or may will~~ not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interviews will be conducted during a period of up to 60 minutes for the Program Manager and up to 45 minutes for the Decontamination & Decommissioning Manager.

(3) ~~Logistics~~ Logistics and guidelines. By participating in the oral problem scenarios and oral interview, the Offeror acknowledges that it will comply with the logistics and guidelines provided below.

(i) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment (e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment), ~~other than the computer required to host the web-based conference platform being utilized for the oral problem scenarios and individual oral interviews if conducted virtually.~~ The key personnel shall not reach back, by phone/conference bridge, e-mail, or any other means, to any other personnel or persons for assistance during the oral problem scenarios and individual oral interviews. ~~If virtual procedures are utilized, the key personnel team may utilize the viewable chat function within the virtual platform during the oral problem scenarios.~~

(ii) DOE may make a recording of the oral problem scenarios and individual oral interviews,

including the Offeror's preparations for the oral problem scenarios. After award, a copy of the video recording may be provided to the Offeror upon request. Any type of recording of the oral problem scenarios and individual oral interviews by Offerors is strictly prohibited.

(iii) By participating in the oral problem scenarios and individual oral interviews, the Offeror acknowledges that it is in full compliance with all solicitation terms and conditions pertinent to the oral component of procurement, in accordance with applicable laws and statutes.

(iv) ~~Unless conducted virtually,~~ DOE will provide flip-charts, sketch or legal pads, and markers for the Offeror's key personnel to use during the oral problem scenarios and individual oral interviews. All presentation materials used will be retained by DOE.

~~(v) If conducted virtually, Offerors may utilize 8 1/2 x 11 sketch pads or legal pads and markers/pens during the oral problem scenarios and individual oral interviews. All presentation materials used virtually shall be the responsibility of the Offeror.~~

~~(vi) If conducted virtually, the Offeror shall not utilize any computers (other than the ones required to host the web-based conference platform being utilized for the oral problem scenarios and individual oral interviews), tablets, smart phones, or separate conference lines/phones. The Offeror participants may need a separate phone/conference bridge to connect to the oral problem scenarios and oral interviews, however that phone shall only be used for that purpose and no other.~~

#### ~~(3)~~(4) Schedule and Ground Rules.

Each Offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral problem scenarios and oral interviews. The oral problem scenarios and individual oral interviews will commence within approximately 40 working days after the proposal submission deadline. DOE reserves the right to conduct the oral problem scenarios and individual oral interviews outside of this approximate timeline or to reschedule an Offeror's oral problem scenarios and individual oral interviews. DOE will not consider a request from an Offeror to reschedule its oral problem scenarios and individual oral interviews, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral presentations.

~~If conducted virtually, the Government and each Offeror may agree to test the virtual platform connection at a convenient time prior to the oral problem scenarios and oral interviews. Web links to the virtual platform shall be treated as source selection sensitive and shall not be shared with anyone other than the authorized Government participants and the Offeror's authorized key personnel participants. The Offeror may authorize one non-key person to provide IT technical support with the virtual platform connection and equipment. Additionally, persons Persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee. Further, Offerors shall provide the Contracting Officer with the name, employer/company, and email address of the Offeror's authorized participants for the oral problem scenarios and oral interviews as part of its Volume I submission. In the event the selected technology platform or tool cannot be made functional at the time of the scheduled oral problem scenarios and oral interviews, the oral problem scenarios and oral interviews may proceed as a voice-only telephone call or may be rescheduled, at the Government's sole discretion.~~

~~(4)~~(5) Oral problem scenarios and individual oral interviews agenda.

The following tentative agenda is anticipated to be used for the oral problem scenarios and individual oral interviews. The agenda shows the various segments of the oral problem scenarios and individual oral interviews, a brief description for each segment, and the approximate time that will be allowed for each segment. DOE will provide to each Offeror the final agenda, to include the final time limit associated with each activity, when DOE notifies the Offeror of the scheduled date, time, and location for its oral problem scenarios and individual oral interviews. DOE will strictly enforce the time limits.

**Tentative Agenda**

Segment	Approximate Time Duration	Description
Government Introductions and Instructions	5 minutes	Introduction of DOE personnel; the CO will provide logistical information and instructions.
Offeror Introductions	5 minutes	Opening remarks by Offeror’s proposed Program Manager and introduction of key personnel.
Scenario #1	Up to 45 minutes	Preparation and response to scenario #1. The Offeror shall read the problem statement and prepare a response to the problem statement. The key personnel team will have up to 45 minutes to prepare and respond.
Break	5 minutes	
Scenario #2	Up to 45 minutes	Preparation and response to scenario #2. The Offeror shall read the problem statement and prepare a response to the problem statement. The key personnel team will have up to 45 minutes to prepare and respond.
Break	15 minutes	Following the break, only the Offeror’s Program Manager shall return.
Individual Oral Interview: DOE Interview of the Offeror’s Program Manager	60 minutes	DOE will conduct an interview with the proposed Program Manager. A set of questions will be asked of the Offeror’s Program Manager interviewed. The interview will be conducted using a question and answer format.
Individual Oral Interview: DOE Interview of the Offeror’s Decontamination & Decommissioning Manager	45 minutes	DOE will conduct an interview with the proposed Decontamination & Decommissioning Manager. A set of questions will be asked of the Offeror’s Decontamination & Decommissioning Manager interviewed. The interview will be conducted using a question and answer format.

~~(5)~~(6) Limitations of oral problem scenarios and individual oral interviews. The oral problem scenarios and individual oral interviews will not-

- (i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;
- (ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals* or obligate the Government to conduct discussions; nor
- (iii) Constitute a “proposal revision” as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written proposal.



## L.16 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (Oct 2015) (Revised)

**Factor 2: Past Performance** *(The Past Performance section shall be limited to the Attachment L-3, Past Performance Reference Information Forms, which are limited to up to seven pages per contract; the Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, the Attachment L-9, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (Attachment L-3, Past Performance Reference Information Form, Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, Attachment L-9, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror's past performance:

- (a) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) contracts, either currently being performed or completed for each proposed Teaming Subcontractor. The Offeror shall only provide past performance information for contracts that are currently being performed or have a period of performance end date within the last ~~four~~ (4) five (5) years from the original solicitation issuance date. Contracts may be, but are not limited to, contracts, task orders, delivery orders, or other legal agreements with federal, state, local, and foreign Governments and/or with commercial customers.
- (b) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform: scope – type of work (e.g., work as identified in the Master IDIQ PWS, including similar work of a non-nuclear nature and/or similar non-DOE work); size – dollar value (approximate average annual value in relation to proposed work; annual contract value of approximately ~~\$100M~~ 70M for evaluation purposes); and complexity – ~~specifically~~ addressing performance challenges ~~(a) for example: overcoming barriers in~~ deactivation, demolition, and soil removal at nuclear ~~and/or radiological~~ facilities; ~~(b); overcoming barriers in~~ waste ~~management/disposition~~ (including TRU waste); ~~(c);~~ work performance improvements; ~~(d);~~ management of large complex contracts in highly regulated industries; ~~(e);~~ and ~~(e)~~ successful partnerships with the Government, Client, and Regulators). Note: Only address the complexities that each entity is proposed to deal with: in the performance of work.
- (c) Teaming Subcontractor past performance. In addition to the Offeror's information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed Teaming Subcontractors that are proposed to perform work under the contract. Teaming Subcontractors are defined in section ~~L-10(a)(2)-DOE-L-2021, Proposal Preparation Instructions –~~ General, paragraph (a)(2). The Offeror's other subcontractor(s), not meeting the Teaming Subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (b), to that portion of the work that the Teaming Subcontractor is proposed to perform under this solicitation.
- (d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance, the Offeror shall provide past performance information for all of its

teaming arrangement members, as defined in FAR 9.601(1). The Offeror, whether or not they are a newly formed entity, as well as its Teaming Subcontractors, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror/Teaming Subcontractor. If a common parent company is used to establish the nexus between the Offeror/Teaming Subcontractor and an affiliated company, the Offeror's proposal must demonstrate how the affiliate and Offeror/Teaming Subcontractor rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's/Teaming Subcontractor's performance.

- (e) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or Teaming Subcontractors, shall describe its relevancy to the Master IDIQ PWS and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Master IDIQ PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of a teaming arrangement as defined in FAR 9.601(1) and/or Teaming Subcontractors. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror's proposed approach.
- (f) Performance information. For the reference contract, the Offeror shall identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.
- (g) Terminated contracts, cure notices, and conditional payment of fee/profit/other incentive actions. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors, that: (1) were terminated for default; (2) included a cure notice(s), in accordance with FAR 49 Termination of Contracts; and/or (3) included a conditional payment of fee/profit/other incentive action(s) as described in the DEAR within the past ~~four~~ (4) five (5) years from the original solicitation issuance date. This listing of terminated contracts, cure notices, or conditional payment of fee/profit/other incentive actions shall include the reasoning for the aforementioned actions, and is not limited to only those contracts contained in the Attachment L-3, Past Performance Reference Information Forms. If there are no terminated contracts for default, cure notices, and conditional payment of fee/profit/other incentive actions to report, Attachment L-5, List

of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions, shall be submitted with a blank table(s), as applicable, along with a note indicating that there are no aforementioned actions within the time period specified in the solicitation.

- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4, Past Performance Cover Letter and Questionnaire, to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by e-mail to the address identified below no later than the date for receipt of proposals.

- (1) DOE e-mail address and contact information.

E-mail: [leann.brock@emcbc.doe.gov](mailto:leann.brock@emcbc.doe.gov)

- (2) Email subject line shall be marked with:

RFP No. ~~89303323REM000116~~89303324REM000122; [Proposing entity to which the PPQ is for]

- (3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, “52.215-1, Instructions to Offerors – Competitive Acquisition” related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

- (i) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractor(s) shall provide a listing on Attachment L-9, List of DOE Contracts, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts with a period of performance end date within the last ~~four~~ (5) years from the original solicitation issuance date. This includes contracts for which the Offeror or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. This list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable). If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies.
- (j) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or Teaming Subcontractor that is being reviewed. If there is a problem with a proposed Teaming Subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s/Teaming Subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming

arrangement as defined in FAR 9.601(1), and all Teaming Subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/Teaming Subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP ~~89303323REM000116~~~~89303324REM000122~~ for the West Valley Demonstration Project Phase 1B.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

\_\_\_\_\_  
\_\_\_\_\_

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

Email:

Phone:

## L.17 Proposal Preparation Instructions, Volume II – Management Approach

### **Factor 3: Management Approach** (*The Management Approach shall not exceed 20 pages total.*)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror’s proposed management approach:

- (a) Contract Transition Approach. The Offeror shall fully describe its approach to achieve the Contract Transition Task Order requirements, including implementation of Contractor Human Resource Management (CHRM) requirements in Section C.1.1, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.
- (b) Management Approach. The Offeror shall fully describe its management approach to effectively negotiate, manage, implement, and execute multiple simultaneously performed Task Orders for the Master IDIQ PWS and to partner with DOE and the Regulators to achieve desired End States. Further, the Offeror shall provide its strategy that describes how it will effectively and efficiently manage and achieve below grade demolition of the main plant structures (Section C.9.1); and its strategy to address final disposition of the site TRU waste inventory.
- (c) Small Business Participation. The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 25% of the cumulative value of Task Orders; (excluding the Contract Transition Task Order), including subcontracting of meaningful work scope. Note: Evaluation of this item is separate and distinct from the Master Small Business Subcontracting Plan

which is only considered as part of the Volume I responsibility determination. This information should not contradict the Offeror’s Master Small Business Subcontracting Plan included in Volume I.

- (d) Inclusion of Improvements to Work Processes, Procedures, and Technologies. The Offeror shall describe its approach to ~~meet the contract purpose and objective to include~~develop and implement improvements to work processes, procedures, and technologies in the performance of the PWS throughout the ordering period. The Offeror need not demonstrate the viability of individual improvements, ~~but rather must describe its approach to meet the requirement over the entirety of the ordering period.~~

**L.18 Proposal Preparation Instructions, Volume III – Cost and Fee/Profit Proposal**

The Offeror shall prepare its cost and fee/profit proposal in accordance with the following instructions:

- (a) Cost and Fee/Profit Information. All cost and fee/profit information shall be included in Volume III of the proposal, including a completed Attachment L-7 for the Contract Transition Task Order. None of the cost or price information contained in Volume III shall be included in the Volume II, Technical and Management Proposal.
- (b) The Offeror will not be required to provide an overall estimated total contract value for evaluation. The Offeror shall provide a cost and fee/profit proposal consisting of the elements identified within this provision.

- (1) As part of the proposal submittal, the Offeror shall provide its cost worksheet and estimating flat file supporting its proposed costs in Attachment L-6. The Offeror shall use the format prescribed in Attachment L-6. The submission of the Estimating Flat File will allow expedited cost information reviews and informational cross cutting.

- (2) Cost-Plus-Award-Fee (CPAF) Task Orders. The Offeror shall propose an award fee ceiling percentage that shall not exceed eight percent (8%) of the estimated cost for CPAF Task Orders.

Cost-Plus-Incentive-Fee (CPIF) Task Orders. The Offeror shall propose a target fee ceiling percentage that shall not exceed ten percent (10%) of the target cost for CPIF Task Orders.

Cost-Plus-Fixed-Fee (CPFF) Task Orders. The Offeror shall propose a fixed fee ceiling percentage that shall not exceed five percent (5%) of the estimated cost for CPFF Task Orders.

Firm-Fixed-Price (FFP) Task Orders. The Offeror shall propose a profit ceiling percentage for FFP Task Orders.

The estimated costs represent one year of operational budget for the Performance Work Statement for bidding purposes only. The Offeror shall use the following tabular format to represent the proposed fee/profit as part of the Volume III submission within the Attachment L-6(d) worksheet:

**Proposed Fee Ceilings**

Task Order Type	Estimated Costs	Proposed Fee/Profit Percentage	Proposed Fee/Profit
CPAF	\$35M	[Offeror Fill-In]	[Offeror Fill-In]
CPIF	\$35M	[Offeror Fill-In]	[Offeror Fill-In]
CPFF	\$10M	[Offeror Fill-In]	[Offeror Fill-In]
FFP	\$20M	[Offeror Fill-In]	[Offeror Fill-In]
	\$100M		[Offeror Fill-In]

The fee/profit percentages proposed for each Task Order type will be incorporated into the Master IDIQ Section B (DOE-B-2015) and will be considered ceiling fee/profit percentages for the duration of the 10-year contract ordering period.

- (3) Transition. The Transition period is 120 days in duration from the effective date of the ~~transition task order~~ Contract Transition Task Order. For proposal preparation purposes, the Offeror shall assume the transition starts on ~~TBD~~ March 1, 2025. Relocation costs for all Key Personnel, including non-required Key Personnel, are to be included as part of the proposed Transition costs. The Offeror shall assume DOE will not be providing office space as part of the Transition period. Transition shall be proposed with no fee applied utilizing Attachment L-6(a).
- (4) Key Personnel Cost. The Offeror shall propose the total annual compensation, exclusive of bonuses paid from fee, and associated fringe benefits for proposed Key Personnel for a period of one year (~~TBD~~ July 1, 2025 to June 30, 2026) utilizing Attachment L-6(c). For the purpose of this requirement, the term “compensation” is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C 435), as amended. The proposed cost shall only include those costs which will be requested to be reimbursable under the Contract.
  - (i) Key Personnel Information. For each proposed Key Personnel position, the following supporting documentation shall be provided: (a) Current position title and position title for this solicitation; (b) Current base salary information (from payroll documentation); (c) Proposed base salary on an annual basis for this solicitation; (d) Fringe benefit rate and costs on an annual basis (shall only include paid time off either as part of the base salary (preferred) or the fringe rate) for this solicitation; and (e) Bonuses and other compensation offered to each named key person for this solicitation. Supporting documentation and computations shall be provided for all elements shown above. For base salary support, provide current employee salary documentation as well as compensation market survey data to support and justify the proposed salary. This may include, but is not limited to, mean and median salary data by industry, geographic area, company size, and management level comparator.
- (5) Fully Burdened Labor Rates and Estimated Prime Contractor’s Direct Productive Labor Hours (DPLH) for the first year (~~TBD~~ July 1, 2025 to June 30, 2026). The Offeror shall compute the fully burdened labor rates (computed by taking the proposed base labor rate and applying the proposed fringe benefit rate, and applying any applicable indirect rate such as overhead and G&A), excluding fee/profit, for the provided labor categories. For proposal preparation purposes, the Offeror shall assume all labor hours provided by labor category, will be self-performed by the Prime; therefore, they shall be priced using the Prime’s indirect rates only. The Offeror shall use its computed fully burdened labor rates multiplied by the DOE-provided estimated Prime Contractor’s DPLH to compute a total labor cost. The Offeror shall use the format provided in Attachment L-6(b) for its computations, and shall complete Attachment J-10, IDIQ Labor Rate Schedule.

For informational purposes, historical FY 2023 direct labor rates, escalated to ~~TBD~~ July 1, 2025, have been provided in Attachment L-6(f). The Offeror may propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, which includes 4(c) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors are not required to use the provided historical labor rate information. Offerors are to consider the Contractor Human Resources Management (CHRM) Clause in Section H of the RFP (specifically H.4 *Workforce Transition and Employee Hiring*

*Preferences Including Through Period of Performance and H.5 Employee Compensation: Pay and Benefits*). The Offeror shall not add additional labor categories to the provided list.

The proposed fringe benefit rate shall include projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA, and time-off (vacation, sick, and holiday). For informational purposes, the historical FY 2022 site fringe benefits rate is **50%** as applied to all labor cost (excluding paid time off which is included as part of the fringe rate). The Offeror has the ability to propose its own fringe benefit rate(s), consistent with the terms and conditions of the solicitation, applicable law, includes 4(c) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors shall not propose a rate below the historical FY 2022 site fringe benefit rate stated above. Offerors are to consider the Contractor Human Resources Management (CHRM) Clause in Section H of the RFP (specifically H.4 *Workforce Transition and Employee Hiring Preferences Including Through Period of Performance* and H.5 *Employee Compensation: Pay and Benefits*).

Any additional indirect rates (such as Labor Overhead and G&A) applied to compute the proposed fully burdened labor rates shall be identified within L-6(b) and supporting documentation. A detailed explanation shall be provided in order to gain a full understanding of the proposed indirect rate basis and applicability. Supporting documentation could be, but is not limited to, a Forward Pricing Rate Agreement(s) or budgetary documentation.

- (c) Transition Period. Basis of Estimate. Provide a Basis of Estimate (BOE) thoroughly documenting the estimate consistent with the Offeror's Technical and Management Proposal.

The detailed narrative description shall include how the proposed costs by cost element were derived, including summary of work scope, source of estimate information, summary statement of site condition, supporting rationale, process and assumptions (including major assumptions used to establish the Offeror's cost to perform the solicitation requirements), and other related information to provide clarity and understanding of the Offeror's BOE. The Offeror shall clearly indicate for the Transition, Fully Burdened Labor Rates (excluding fee/profit), and Key Personnel estimates by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element.

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. Back-up documentation supporting the pricing from the Offeror's estimating software shall be provided detailing the proposed costs for the proposed Contract Transition. As part of the Offeror's Basis of Estimate and completion of Attachment L-6(a), the Offeror shall identify each entity providing transition activities and the associated costs (labor, indirect rates, other than labor costs) in accordance with the entity providing proposed transition activities. The basis of estimate shall reconcile to the proposed transition cost for each entity providing transition activities.

- (d) Cost Elements. The cost proposal shall be provided by major cost elements in accordance with FAR 15.408, Table 15-2: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), other subcontract costs, equipment, teaming/joint venture, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable). Transition costs – The Offeror's technical approach and the costing methodology shall be consistent. Offerors shall identify the entity performing each transition activity and propose costs for the entity performing

the transition activities. Cost proposed for each entity being proposed to perform transition activities will include, but are not limited to, direct labor hours, and applicable base rates, indirect rates and all other than direct labor costs. The Offeror shall provide all supporting documentation to support the cost estimate. Note: The transition cost shall not include any bid and proposal costs for activities associated with post-transition Task Orders.

- (e) Audits. DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.
- (f) Audit Information. The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee/Profit Proposal. If the Offeror is a joint venture, this data must be provided for each entity.
- (g) Offeror's Proposed Accounting System Information. The Offeror shall submit an explanation of how both direct and each proposed indirect cost (fringe benefit, material handling, overhead and G&A, as applicable) will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against Government cost-type contracts. The Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture partners. The Government may use this information in making determinations of Offeror responsibility. The Offeror (including joint ventures) shall provide one or more of the following:
  - (1) Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved;
  - (2) If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action; and
  - (3) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the "Offeror's Proposed Accounting System Information", incorporated into this solicitation as Attachment L-8.
  - (4) If the Offeror proposes assumption of the current contractor's accounting system upon award, the Offeror shall assume the system is determined to be acceptable.
  - (5) If the Offeror is not going to use/assume the current contractor's accounting system, the offeror shall provide a full description of the anticipated accounting system including how the system will address CIDs/PIIDs.



(h) Responsibility Determination and Financial Capability. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:

- (1) Financial Statements (audited, if available) and notes to the financial statements for the last two fiscal years;
- (2) The information in subparagraph (1) above for each member of the Offeror team arrangement if a teaming arrangement is used;
- (3) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
- (4) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the DCAA or another audit entity, as part of the Government's consideration in making the responsibility determination.

(i) Cost Accounting Standards. If the Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards (CAS), the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the solicitation requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

(j) Government Furnished Property (GFP). The Offeror shall not propose any GFP for use during the performance of this Contract that is in addition to the list of GFP provided in the solicitation.

(k) Facilities Capital Cost of Money (FCCOM). FCCOM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10. The Offeror must provide calculations for the cost of money for facilities capital employed by fiscal year and disclose the Treasury rate used. The Offeror shall show the application base. Pursuant to FAR 15.408, Table 15-2, Form CASB-CMF, which can be found at 48 CFR 9904.414-60, must be used to delineate the calculations of FCCOM. If the Offeror elects not to claim FCCOM, a statement shall be made to that effect.

(l) Compensation for Professional Employees. The requirement for a Total Compensation Plan pursuant to the provision at FAR 52.222-46 is considered to be otherwise satisfied based on compliance with the Volume III proposal preparation instructions in this solicitation. The Offeror shall provide a total compensation plan for any and all labor categories where the Offeror is proposing compensation less than the historical base labor rates and fringe benefit rate(s) provided above.

### **L.19 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)**

All Offers required by this solicitation are due no later than ~~[insert date and time]~~ **February 26, 2024 at 4:00PM ET**. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

### **L.20 DOE-L-2016 Number of Awards (Oct 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make no award, if it is considered to be in the Government's best interest to do so.

### **L.21 Contacts Regarding Future Employment**

Offerors may contact incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

### **L.22 DOE-L-2020 Small Business Set-Aside Information (Unrestricted) (Oct 2014)**

This acquisition is unrestricted and contains no small business set-aside provisions.

### **L.23 DOE-L-2026 Service of Protest (Oct 2015)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

LeAnn Brock, Contracting Officer U.S. Department of Energy EM Consolidated Business  
Center 550 Main Street, Room 7-~~173~~010 Cincinnati, OH 45202

LeAnn.Brock@emcbc.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, S.W. Washington, DC 20585  
Fax: (202) 586-4546

### **L.24 DOE-L-2027 Notice of Protest File Availability (Oct 2015)**

- (a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the *Freedom*

*of Information Act.* Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

### **L.25 DOE-L-2028 Agency Protest Review (Oct 2015)**

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

### **L.26 FAR 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).
- (b) *Requests for determinations of inapplicability.* An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
  - (2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.
  - (2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror

shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

**L.27 FAR 52.225-12 Notice of Buy American Requirement – Construction Materials Under Trade Agreements (May 2014)**

- (a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).
- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
  - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
  - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
  - (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

**L.28 List of Section L Attachments**

Attachment L-1	Performance Guarantee Agreement
Attachment L-2	Key Personnel Standard Resume Format
Attachment L-3	Past Performance Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions
Attachment L-6	Cost and Fee/Profit Elements Workbook
Attachment L-7	Contract Transition Task Order
Attachment L-8	Offeror’s Proposed Accounting System Information
Attachment L-9	List of DOE Contracts

## Attachment L-1

### Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract \_\_\_\_\_ for the (Contract) dated \_\_\_\_\_, by and between the Government and \_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_ with its principal place of business \_\_\_\_\_ hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance

Solicitation No. ~~89303323REM000116~~

~~89303324REM000122~~

Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor’s Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor’s Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

\_\_\_\_\_  
Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

## Attachment L-2

### Key Personnel Standard Resume Format

(Resume must not exceed four (4) pages in length for each key personnel)

Note: The Offeror may amend the format for Attachment L-2, *Key Personnel Standard Resume Format*, as long as the exact information, font and 12-point or larger size (per DOE-L-2001) for the majority of information is utilized (other than supplemental charts, tables, and diagrams), and page limitations are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date the Notice to Proceed (NTP) is issued for the Transition Period of the contract forward).

Name of Company with whom key person will be Employed:

Level of Security Clearance (or ability to obtain necessary clearance):

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Experience: (Starting with current position and working backwards: (Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position with emphasis on project and completion type work, including leadership and other accomplishments, ~~with emphasis on project and completion type work~~ and significant performance difficulties and any corrective actions. Describe how work experience relates to the solicitation and capability to function effectively in the proposed position.

Education, specialized training, active certifications, and licenses that support the individual's qualifications and suitability for the proposed position: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

Three Professional References: (Name, title, company/organization, address, phone number, and e-mail address)

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L. ~~1415~~(c). Page limits for resumes do not include letters of commitment.)



## Attachment L-3

### Past Performance Reference Information Form

*(Completed Form limited to seven pages per reference contract. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information. If the reference contract is for the operation and/or demolition of a commercial facility, the L-3 form may be utilized to reflect the entirety of the commercial facility operation along with a single point of contact for the contract or binding agreement with the largest single client for the referenced services performed. If the reference contract is an IDIQ, BPA, or BOA, the L-3 form may be utilized to include the entirety of performance under the subject contract vehicle along with a single point of contact responsible for administration of the IDIQ, BPA, or BOA.)*

#### Past Performance Reference Information Form

1. <u>Name</u> and <u>UEI</u> of Offeror Submitting Proposal:	
2. <u>Name</u> and <u>UEI</u> of Company for which L-3 Form is being submitted (which shall match the Name and UEI provided in Volume I for the respective entity):	
3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):	
4. <u>Name</u> and <u>UEI</u> of Entity Reference Contract Was Awarded To: (if the Entity was made up of member companies, provide the applicable member company's name and UEI as well)	
5. Reference Contract <u>Number</u> : Reference Contract <u>Title</u> :	
6. Reference Contract Available in CPARS (i.e., <u>Yes/No</u> ):	
7. Reference Contract Client Point of Contact: *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer's Representative (or equivalents).	Name: Title: Telephone: Email: Address:
8. Reference Contract Period of Performance:	
9. Reference Contract Period of Performance Start Date:	

**Past Performance Reference Information Form**

10. Reference Contract Period of Performance End Date:	
11. Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, IDIQ, BPA/BOA, etc.):	
12. Reference Contract Total Value and Approximate Average Annual Value <i>(separately list fee if cost-type):</i>	
13. Reference Contract Value Performed To Date <i>(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):</i>	
<p>14. Approximate Average Annual Value <u>(\$)</u> the Company (identified in #2) is proposed to perform on WVDP Phase 1B:</p> <p>Note: An estimated breakdown of the work by PWS element over the ordering period is provided for information purposes. Offeror can further break down these elements and percentages based on the work scope to be performed. The total estimated annual contract value is <del>\$100M</del><u>70M</u> for evaluation purposes.</p> <p><b>C.1 Transition = 5%</b></p> <p><b>C.2 Core Functions = 14%</b></p> <p><b>C.3 Safeguards and Security = 8%</b></p> <p><b>C.4 Site Operations, maintenance, and Utilities = 38%</b></p> <p><b>C.5 Permeable Treatment Wall Management and C.6 US NRC Licensed Disposal Area = 1%</b></p> <p><b>C.7 <del>Legacy Waste Management and Nuclear Materials Disposition</del> = 3%</b></p> <p><b>C.8 Waste Tank Farm Disposition = 5%</b></p> <p><b>C.9 Facility Disposition = 26%</b></p> <p><b><u>C.10 TBD Excluded for Past Performance</u></b></p>	

**Past Performance Reference Information Form**

15. Scope Company (identified in #2) is proposed to perform on WVDP Phase 1B. List applicable PWS elements: <u>(C.10 Excluded)</u> :	
16. Scope Company (identified in #4) performed on Reference Contract:	
17. Complexity Company (identified in #2) is proposed to perform on WVDP Phase 1B:	
18. Complexity of work Company (identified in #4) performed on Reference Contract:	
19. Safety statistics: provide Days Away, Restricted ( <u>DART</u> ) or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) completed within the last <u>45</u> years from the WVDP Phase 1B original solicitation issuance date:	
20. For the Reference Contract, identify <u>all items (including any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications) that have been</u> posted to the DOE Office of Enterprise Assessments (EA) website ( <a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a> ) <u>which occurred</u> within the last <u>45</u> years original solicitation issuance date <del>and</del> , <u>as well as any</u> corrective actions taken to resolve those problems:	
21. Was the reference contract awarded to an affiliated company (see definition of “affiliates” at FAR 2.101) of the entity for which the L-3 form is being submitted (identified in #2)? (Yes/No) If the name and/or UEI are different than the entity identified in #2, explain the relationship (e.g., self, subsidiary, parent, etc.).	

### Past Performance Reference Information Form

If “yes”, the Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.

If a common parent company is being used to establish the nexus between the Offeror/Teaming Subcontractor and an affiliated company, then the Offeror’s proposal must describe how the affiliate and Offeror/Teaming Subcontractor rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

If the Offeror or Teaming Subcontractor identifies past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror’s proposal shall demonstrate that such performance reasonably can be predictive of the Offeror’s/Teaming Subcontractor’s performance.

Note: The Offeror may amend the format for Attachment L-3, Past Performance Reference Information Form, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed. Also, the information contained in the Offeror’s submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.

## Attachment L-4

### Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for [Offeror fill-in entity name the PPQ is for]

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. ~~89303323REM000116~~~~89303324REM000122~~ West Valley Demonstration Project Phase 1B at the WVDP near Buffalo, New York.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

Email Address: [leann.brock@emcbc.doe.gov](mailto:leann.brock@emcbc.doe.gov)

## Past Performance Questionnaire

### A. Referenced Contract and Client Information

#### Referenced Contract and Client Information

<b>Name of Company Being Evaluated:</b>	
<b>Contract Number and Title Being Evaluated:</b>	
<b>Assessment Period for which PPQ covers Company's performance:</b>	
<b>Evaluator's Name:</b>	
<b>Evaluator's Address:</b>	
<b>Evaluator's Phone &amp; Email:</b>	
<b>Evaluator's Organization:</b>	
<b>Evaluator's role in the management of the contract*:</b>	
<p><i>* The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.</i></p>	

### B. Rating Scale and Definitions

#### Rating Scale and Definitions

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.

### Rating Scale and Definitions

Rating	Definition	Note
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.  Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor’s proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).








### C. Assessment Areas

Please provide explanatory narratives to support your ratings.

#### 1. Quality of Product or Service

Example: How well did the Contractor provide services that met the terms of the contract?

How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

						
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

**2. Schedule Compliance**

Example: How well did the Contractor provide timely services in accordance with contract schedules?  
 How well did the Contractor take measures to minimize delays that were within its control?

<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

**3. Cost Control**

Example: How well did the Contractor control its costs?

<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

**4. Business Relations**

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries?  
 If given the choice, would you select this Contractor again to perform your required services?

<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

**5. Management of Key Personnel/Staffing**

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>	<u>⊖</u>
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know





## Attachment L-5

### List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions

**Table L-5.1. List of Contracts – Terminated for Default**

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Termination

Note: Information shall only be provided for contracts terminated for default within the preceding 45 years from the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.

**Table L-5.2. List of Contracts – Cure Notice(s)**

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Cure Notice

Note: Information shall only be provided for contracts that are currently being performed or have a period of performance end date within the preceding 45 years from the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract cure notice, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.

**Table L-5.3. List of Contracts – Conditional Payment of Fee/Profit/Other Incentive Actions**

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for CPOF Action

Note: Information shall only be provided for contracts that are currently being performed or have a period of performance end date within the preceding 45 years from the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract Conditional Payment of Fee/Profit/Other Incentive action, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.

## **Attachment L-6**

### **Cost and Fee/Profit Elements Workbook**

*See separate file.*

Solicitation No. ~~89303323REM000116~~

89303324REM000122

## **Attachment L-7**

### **Contract Transition Task Order**

*See separate file.*

## Attachment L-8

### Offeror's Proposed Accounting System Information

- (1) Is the accounting system in accordance with generally accepted accounting principles? Please explain.
- (2) Does the proposed accounting system provide for:
  - (a) Proper segregation of direct costs from indirect costs? Please explain.
  - (b) Identification of and accumulation of direct costs by contract? Please explain.
  - (c) A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.
  - (d) Accumulation of costs under general ledger control? Please explain.
  - (e) A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Please explain.
  - (f) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
  - (g) Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
  - (h) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.
  - (i) Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
  - (j) Segregation of preproduction costs from production costs (if applicable)? Please explain.
  - (k) Capability to handle task orders with differing CIDs/PIIDs under an IDIQ contract? Please explain.
- (3) Does the proposed Accounting System provide financial information:
  - (a) Required by clauses concerning limitation of costs (FAR 52.232-20, *Limitation of Cost*) and/or limitation on payments (FAR 52.216-16, *Incentive Price Revision—Firm Target*)? Please explain.
  - (b) Required to support requests for progress payments? Please explain.
- (4) Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.
- (5) Is the accounting system currently in full operation? If not, describe which portions are:
  - (1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.

## Attachment L-9

### List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, shall provide a listing of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last 45 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractors provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror and/or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE. The below information should be provided for the entity to which the DOE prime contract was awarded, rather than a proposing entity under this solicitation. Also, this list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements) and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable).

<b>a. Prime Contract Number:</b>
<b>b. Contract Title:</b>
<b>c. Prime Contractor Name:</b>
<b>d. Prime Contractor UEI:#:</b>
<b>e. LLC Member Name:</b>
<b>f. LLC Member UEI#:</b>
<b>g. Period of Performance:</b>
<b>h. Contract Value:</b>
<b>i. Contract Description (brief; 1-2 sentences):</b>
<b>j. Contract NAICS:</b>

## **Attachment L-7**

### **Task Order 1 – Contract Transition (RTP)**

In accordance with the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Section H clause, *Task Ordering Procedure*, paragraph (c), the following constitutes the Request for Task Order Proposal (RTP) for the Task Order 1 - Contract Transition. The requirements for the Contractor's Task Order proposal are set forth in Section L of this Solicitation No. ~~89303323REM00011689303324REM000122~~.

## Contents

<b>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS .....</b>	<b>1</b>
<b>SECTION C - PERFORMANCE WORK STATEMENT .....</b>	<b>1</b>
<b>SECTION D - PACKAGING AND MARKING.....</b>	<b>2</b>
<b>SECTION E - INSPECTION AND ACCEPTANCE .....</b>	<b>2</b>
<b>SECTION F - DELIVERIES OR PERFORMANCE.....</b>	<b>2</b>
<b>SECTION G - CONTRACT ADMINISTRATION DATA.....</b>	<b>2</b>
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>2</b>
<b>SECTION I - CONTRACT CLAUSES .....</b>	<b>2</b>
<b>SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS .....</b>	<b>2</b>
<b>TABLE J-4-1. CONTRACT TRANSITION DELIVERABLES .....</b>	<b>3</b>



**Section B - Supplies or Services and Prices/Costs**

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the West Valley Demonstration Project (WVDP) Phase 1B Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference and is revised below specifically for this Task Order.

**B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

**B.2 Type of Contract**

(d) DOE-B-2004 Cost Task Order - No Fee: Total Estimated Cost (Oct 2014) (Revised)

(1) This is a Cost Task Order with no fee. In accordance with the clause at FAR 52.216-11, *Cost Contract-No Fee*, the total estimated cost for this Task Order is as shown in Table B-1:

**Table B-1. Total Estimated Cost**

<b>Total Estimated Cost:</b>	[\$proposed]
------------------------------	--------------

(2) The Total Estimated Cost of the Task Order, and/or the Total Estimated Cost of the Task Order CLIN's, is as shown in Table B-2:

**Table B-2. Task Order CLIN Structure**

CLIN	CLIN Title	CLIN Type	Total Estimated Cost
00001	Contract Transition	CR (no fee)	[\$proposed]

**Acronyms:**  
CR cost reimbursable

**B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Revised)**

(a) Pursuant to the clause of this Contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

(b) TBD at Task Order award.

**Section C - Performance Work Statement**

**C.1 Task Order Purpose and Overview**

The purpose of this Task Order is to ~~initiate~~complete the activities necessary to transition work from the previous WVDP Phase 1 contractor and complete required deliverables in a safe, effective, and quality

manner. The Contractor shall perform the requirements in accordance with Section C.1.1, *Incoming Transition* and C.1.2, *Incoming Transition – Planning Support* of the Master IDIQ Contract.

### **Section D - Packaging and Marking**

Section D of the Master IDIQ Contract is incorporated by reference.

### **Section E - Inspection and Acceptance**

Section E of the Master IDIQ Contract is incorporated by reference.

### **Section F - Deliveries or Performance**

Section F of the Master IDIQ Contract is incorporated by reference, with the exception of Clause F.3, which is filled in and provided below. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

#### **F.3 Period of Performance**

- (a) The first day of the transition period is the Task Order effective date identified by DOE in the Notice to Proceed (NTP) for Task Order 1 – Contract Transition.
- (b) The Task Order period of performance (POP) is 120 days.
- (c) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order effective date. The Contractor is not authorized to work beyond the Task Order POP and will not be paid for any costs incurred beyond that period, unless the Task Order POP is extended by the Contracting Officer.

### **Section G - Contract Administration Data**

Section G of the Master IDIQ Contract is incorporated by reference.

### **Section H - Special Contract Requirements**

Section H of the Master IDIQ Contract is incorporated by reference.

### **Section I - Contract Clauses**

Section I of the Master IDIQ Contract is incorporated by reference.

### **Section J - List of Documents, Exhibits, and Other Attachments**

Section J of the Master IDIQ Contract is incorporated by reference, with the exception of the following which are hereby incorporated in this Task Order:

#### **Section J-4 - Contract Deliverables**

The Section J, Attachment J-4 of the Master IDIQ Contract is revised for Task Order 1 as specified in Table J-4-1.

**Table J-4-1. Contract Transition Deliverables**

(Note: All time periods specified are calendar days)

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
T1-001	Executive Summary posted to Contractor’s website	Within 72 hours following the effective date of the Contract Transition Task Order	Information	Section C.1.1, <i>Incoming Transition</i>	Not Applicable
T1-002	Task Order Proposal for: Task Order 2 - Implementation Period	Within 90 days from TO-1 effective date or as directed by the CO	Approve (at least 15 days prior to end of Transition Task Order)	Section C.1.1, <i>Incoming Transition</i> ; Section H, <i>Task Ordering Procedure</i>	DOE-EMCBC Contracting Officer
T1-003	Controlled Unclassified Information (CUI) Program	Within 30 days after TO-1 effective date	Approve (30 Days)	Section C.3 <i>Safeguards and Security</i> ; DOE O 471.7 <i>Controlled Unclassified Information (CUI)</i>	DOE
T1-004	Documented Safety Analyses and Safety Basis Documents	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i> ; DOE O 420.1, <i>Facility Safety</i> . 10 CFR 830, <i>Nuclear Safety Management</i> ; DOE-STD-1104-2016, <i>Review and Approval of Nuclear Facility Safety Basis</i>	DOE-WVDP Director

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
				<i>and Safety Design Basis Documents</i>	
T1-005	Technical Safety Requirements (TSR)	Within 60 days after TO-1 effective date	Approve (30 Days)	Section C.2.6 <i>Nuclear Safety</i> ; 10 CFR 830 <i>Nuclear Safety Management</i>	DOE-WVDP Director
T1-006	Unreviewed Safety Question Process Procedure	Within 60 days after effective date	Approve (30 days)	10 CFR 830, <i>Nuclear Safety Management</i>	DOE-WVDP Director
T1-007	Conduct of Operations Matrix for Hazard Category 1/2/3 Nuclear Facilities	Within 75 days after TO-1 effective date	Approve (30 days)	DOE O 422.1, <i>Conduct of Operations</i>	DOE
T1-008	Transition Plan	Within 15 days after TO-1 effective date	Approve (5 days)	Section C.1.1, <i>Incoming Transition</i>	DOE-EMCBC Contracting Officer
T1-009	Transition Status Reports	Weekly until Transition is complete	Information (N/A)	Section C.1.1, <i>Incoming Transition</i>	Not Applicable
T1-0010	Acceptance of Accountability for High-Risk and/or Sensitive Property	End of Transition	Information (N/A)	Section C.1.1, <i>Incoming Transition</i>	Not Applicable
T1-0011	Graded Approach for Implementation of Contract Requirements Plan	Prior to end of Transition	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i>	DOE-EMCBC Contracting Officer
T1-0012	Declaration of Readiness to Execute Contract	10 days prior to end of Transition	Approve (10 days)	Section C.1.1, <i>Incoming Transition</i>	DOE-EMCBC Contracting Officer
T1-0013	Initial Performance Measurement Baseline (through Task Order 2)	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i> ; Section C.2.9, <i>Program Support Performance Requirements</i> ; EIA-748 <i>Earned Value Management Systems</i> ;	DOE-WVDP Director

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
				DOE O 413.3, <i>Program and Project Management for the Acquisition of Capital Assets</i>	
T1-0014	Facility Security Officer (FSO) for approval by ODFSA	Within 30 days of TO-1 effective date	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i> ; DOE O 470.4, <i>Safeguards and Security Program</i>	DOE-WVDP ODFSA
T1-0015	Initial Security Survey	Within 90 days after TO-1 effective date	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i> ; DOE O 470.4, <i>Safeguards and Security Program</i>	DOE-WVDP ODFSA
T1-0016	Initial Contract Security Classification Specification (CSCS)	Within 30 days after TO-1 effective date	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i> ; DOE O 470.4, <i>Safeguards and Security Program</i>	DOE-WVDP ODFSA
T1-0017	Initial Facility Data and Approval Record (FDAR)	Within 30 days after TO-1 effective date	Approve (30 days)	Section C.1.1, <i>Incoming Transition</i> ; DOE O 470.4, <i>Safeguards and Security Program</i>	DPE-WVDP ODFSA
T1-0018	Contractor Assurance System (CAS) Description	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.2.6 <i>Contractor Assurance System</i> ; DOE O 226.1, <i>Implementation of the Department of Energy Oversight Policy</i>	DOE
<u>T1-0019</u>	<u>Fire Suppression System Reconfiguration Alternatives Analysis</u>	<u>Within 40 days of TO-1 effective date</u>	<u>Approve (15 days)</u>	<u>Section C.1.2.1, Fire Suppression System Design</u>	<u>DOE-WVDP Director</u>
<u>T1-0019</u> <u>T1-0020</u>	<u>Fire Suppression System <del>Redesign and Routing (Reconfiguration 30%)</del> Design</u>	<u>Within 100/120 days of TO-1 effective date</u>	<u>Approve (30 days/30 days)</u>	<u>Section C.1.2.1, Fire Suppression System Design</u>	<u>DOE-WVDP Director</u>

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0020</del> T1-0021	<del>Conceptual</del> Fuel Receiving and Storage Facility Demolition <del>Design Plan —above-grade structure and waste storage area demolition—</del> (30%)% <del>package</del> )	Within <del>100</del> 120 days of TO-1 effective date	Approve (30 days)	Section C.1.2.2, <i>Fuel Receiving and Storage Facility Demolition Plan</i>	DOE-WVDP Director
<del>T1-0021</del> T1-0022	Waste Management Area 1 <del>Remedial</del> Conceptual (30%) <del>Remedial Action</del> Design	Within <del>100</del> 120 days of TO-1 effective date	Approve (30 days)	Section C.1.2.3, <i>Waste Management Area 1 Remedial <u>Action</u> Design</i>	DOE-WVDP Director
<del>T1-0022</del> T1-0023	Integrated Safety Management System (ISMS) Description	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.1, <i>Integrated Safety Management System</i> ; Section I, DEAR 970.5223-1, <i>Integration of Environment, Safety, and Health into Work Planning</i> ; DOE P 450.4, <i>Integrated Safety Management Policy</i>	DOE
<del>T1-0023</del> T1-0024	Proposed Environment, Safety, Health, and Quality Performance, Objectives, Measures, and Commitments	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.1, <i>Integrated Safety Management System</i> ; Section I, DEAR 970.5223-1, <i>Integration of Environment, Safety, and Health into Work Planning</i>	DOE
<del>T1-0024</del> T1-0025	Site Sustainability Plans	Within 60 days of TO-1 effective date	Approve (30 days)	Section C.2.1, <i>Integrated Safety Management System</i> ; DOE O 436.1, <i>Departmental Sustainability</i>	DOE
<del>T1-0025</del> T1-0026	Environmental Monitoring Plan	Within 60 days of TO-1 effective date	Approve (30 days)	Section C.2.2.1, <i>Environmental Management</i> ; DOE O 436.1, <i>Departmental Sustainability</i> ; DOE O 458.1, <i>Radiation Protection of the Public and the Environment</i>	DOE-WVDP Director

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0026</del> T1-0027	Environmental Data Management Plan	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.2.2.1, <i>Environmental Management</i> ; DOE O 436.1, <i>Departmental Sustainability</i> ; DOE O 458.1, <i>Radiation Protection of the Public and the Environment</i>	DOE-WVDP Director
<del>T1-0027</del> T1-0028	Worker Safety and Health Program	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.2.2, <i>Worker Safety and Health</i> ; 10 CFR 851, <i>Worker Safety and Health Program</i> ; Section H, <i>DOE-H-2053 Worker Safety and Health Program in Accordance With 10 CFR 851</i>	DOE-WVDP Director
<del>T1-0028</del> T1-0029	Quality Assurance Program	Within 45 days after TO-1 effective date	Approve (45 days)	Section C.2.2.4, <i>Quality Assurance</i> ; DOE O 414.1, <i>Quality Assurance</i> ; Section E, FAR 52.246-11, <i>Higher-Level Contract Quality Requirements</i> ; 10 CFR 830 Subpart A, <i>Quality Assurance Requirements</i>	DOE-WVDP Director
<del>T1-0029</del> T1-0030	Emergency Management Plan	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.2.3, <i>Emergency Management and Fire Protection</i> ; DOE O 151.1, <i>Comprehensive Emergency Management System</i>	DOE

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0030</del> T1-0031	Fire Protection Program	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.3, <i>Emergency Management and Fire Protection</i> ; DOE O 420.1, <i>Facility Safety</i>	DOE
<del>T1-0034</del> T1-0032	Baseline Needs Assessment for Fire Protection and Emergency Preparedness	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.3, <i>Emergency Management and Fire Protection</i> ; DOE O 420.1, <i>Facility Safety</i>	DOE
<del>T1-0032</del> T1-0033	Continuity of Operations Plan (COOP)	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.2.4, <i>Continuity Program</i> ; DOE O 150.1, <i>Continuity Programs</i>	DOE
<del>T1-0033</del> T1-0034	Radiation Protection Program	Within 45 days after TO-1 effective date	Approve (60 days)	Section C.2.5, <i>Radiation Safety</i> ; Section I, DEAR 952.223-72, <i>Radiation Protection and Nuclear Criticality</i> ; 10 CFR 835, <i>Occupational Radiation Protection</i>	DOE-WVDP Director
<del>T1-0034</del> T1-0035	Radiation Protection Program Manual	Within 45 days after TO-1 effective date	Approve (30 days)	Section C.2.5, <i>Radiation Safety</i> ; Section I, DEAR 952.223-72, <i>Radiation Protection and Nuclear Criticality</i> ; 10 CFR 835, <i>Occupational Radiation Protection</i>	DOE-WVDP Director
<del>T1-0035</del> T1-0036	Criticality Safety Program Document	Within 60 days after TO-1 effective date	Approve (10 days)	Section C.2.7, <i>Criticality Safety</i> ; DOE O 420.1, <i>Facility Safety</i> ; 10 CFR 830, <i>Nuclear Safety Management</i>	DOE
<del>T1-0036</del> T1-0037	Earned Value Management System Description	Within 45 days after	Approve (30 days)	Section C.2.9.2, <i>Program Integration and Control and</i>	DOE-WVDP Director



Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
		TO-1 effective date		<i>Earned Value Management; DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets; Section H, DOE-H-2024 Earned Value Management System</i>	
<del>T1-0037</del> T1-0038	Project Management Plan	Within 60 days of TO-1 effective date	Approve (30 days)	Section C.2.9.4, <i>Capital Asset Projects; DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets</i>	DOE-WVDP Director
<del>T1-0038</del> T1-0039	Risk Management Plan	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.2.9.8, <i>Risk Management; DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets</i>	DOE-WVDP Director
<del>T1-0039</del> T1-0040	Property Management System	Within 75 days after TO-1 effective date	Approve (30 days)	Section C.2.12, <i>Personal Property; DOE O 203.1, Limited Personal Use of Government Office Equipment Including Information Technology; Section H, DOE-H-2027 Contractor Property Management System Administration</i>	DOE-EMCBC Contracting Officer

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0040</del> T1-0041	Records Management Program Plan, including: Site-wide File Plan Records Disposition Plan Essential Records Program Plan and Inventory	Within 45 days after TO-1 effective date	Approve (30 days)	Section C.2.13, <i>Records; DOE O 243.1, Records Management Program</i>	DOE-EMCBC RMFO Review; DOE-EMCBC Contracting Officer
<del>T1-0041</del> T1-0042	Cyber Security Plan	Within 60 days of TO-1 effective date	Approve (30 days)	Section C.2.14, <i>Communications and Information Management; DEAR 952.204-77; DOE O 205.1; EM-CSPP</i>	EMCBC AODR
<del>T1-0042</del> T1-0043	WVDP-GSS, ICS and standalone IT environment IT/Cyber Security Policies, Procedures, Support Documentation, and Administrative Credentials	Upon Request	Information (N/A)	Section C.2.14, <i>Communications and Information Management; DOE O 205.1, Department of Energy Cybersecurity Program; EM-CSPP</i>	EMCBC AODR
<del>T1-0043</del> T1-0044	Internal Audit Implementation Design, including overall strategy for Internal Audit	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.2.16.1, <i>Internal Audit</i>	DOE-EMCBC Contracting Officer
<del>T1-0044</del> T1-0045	Employee Concerns Program	Within 60 days after TO-1 effective date	Approve (30 days)	Section C.2.16.2, <i>Employee Concerns Program; DOE O 442.1, Department of Energy Employee Concerns Program</i>	DOE-EMCBC Contracting Officer
<del>T1-0045</del> T1-0046	Site Security Plan (Including all elements described in C.3)	Within 30 days of TO-1 effective date	Approve (30 days)	Section C.3, <i>Safeguards and Security; DOE O 470.4, Safeguards and Security Program; OSDFA Policy</i>	DOE-WVDP ODFSA

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0046</del> <a href="#">T1-0047</a>	Waste Management Program Plan	Within 75 days after TO-1 effective date	Approve (30 days)	Section C.7, <i>Waste Management and Nuclear Materials</i> ; DOE O 435.1, <i>Radioactive Waste Management</i> ; DOE M 435.1-1, <i>Radioactive Waste Management Manual</i> , DOE N 435.1, <i>Contact-Handled and Remote-Handled Transuranic Waste Packaging</i>	DOE
<del>T1-0047</del> <a href="#">T1-0048</a>	Packaging and Transportation Program Plan	Within 75 days after TO-1 effective date	Approve (30 days)	Section C.7, <i>Waste Management and Nuclear Materials</i> ; DOE O 460.1, <i>Hazardous Materials Packaging and Transportation Safety</i>	DOE
<del>T1-0048</del> <a href="#">T1-0049</a>	Application for Contractor Compensation Approval for Key Personnel (DOE EM Form 3220.5)	Within 20 days after TO-1 effective date	Approve (30 days)	Section H, <i>Employee Compensation: Pay and Benefits</i>	DOE-EMCBC Contracting Officer
<del>T1-0049</del> <a href="#">T1-0050</a>	Collective Bargaining Agreements/Memorandum of Understanding	Within 30 days prior to end of Transition	Approve (30 days)	DOE O 350.3, <i>Labor Standards Compliance, Contractor Labor Relations, And Contractor Workforce Restructuring Programs</i>	DOE-EMCBC Contracting Officer
<del>T1-0050</del> <a href="#">T1-0051</a>	Workplace Substance Abuse Program	Within 90 days after TO-1	Approve (15 days)	DOE O 350.1, <i>Contractor Human Resource Management Program</i> ;	DOE-EMCBC Contracting Officer

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
		effective date		Section I, FAR 52.223-6, <i>Drug Free Workplace</i> ; 10 CFR 707, <i>Workplace Substance Abuse Programs at DOE Sites; ODSFA Policies/Guidance</i>	
<del>T1-0051</del> T1-0052	Employee Assistance Program Implementation Plan	Within 90 days after TO-1 effective date	Approve (15 days)	DOE O 350.1, <i>Contractor Human Resource Management Programs</i> ; 10 CFR 707, <i>Workplace Substance Abuse Programs at DOE Sites</i>	DOE-EMCBC Contracting Officer
<del>T1-0052</del> T1-0053	Affirmative Action Plan for Veterans & Individuals with Disabilities	Within 45 days after TO-1 effective date	Approve (30 days)	FAR 52.222-35; E.O. 11246	DOE-EMCBC Contracting Officer
<del>T1-0053</del> T1-0054	Affirmative Action Plan for Females & Minorities	Within 45 days after TO-1 effective date	Approve (30 days)	FAR 52.222-26; FAR 52.222-36; E.O. 11246	DOE-EMCBC Contracting Officer
<del>T1-0054</del> T1-0055	Training Program	Within 60 days after TO-1 effective date	Approve (30 days)	DOE O 426.2, <i>Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities</i>	DOE
<del>T1-0055</del> T1-0056	Nuclear Maintenance Management Program Description and Maintenance Management Program	Within 60 days after TO-1	Approve (30 days)	DOE O 433.1, <i>Maintenance Management Program for DOE Nuclear Facilities</i> ; DOE O 430.1, <i>Real Property</i>	DOE

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
		effective date		<i>Asset Management</i> ; Section H	
<del>T1-0056</del> T1-0057	Radioactive Waste Management Basis	Within 60 days after TO-1 effective date	Approve (30 days)	DOE M 435.1-1, <i>Radioactive Waste Management Manual</i> ; DOE O 435.1, <i>Radioactive Waste Management</i>	DOE-WVDP Director
<del>T1-0057</del> T1-0058	Environmental Radiological Protection Program	Within 60 days after TO-1 effective date	Approve (30 days)	DOE O 458.1, <i>Radiation Protection of the Public and the Environment</i>	DOE-WVDP Director
<del>T1-0058</del> T1-0059	Services Agreements Established with Support Organizations	Within 30 days after TO-1 effective date	Information (N/A)	Section C.1.1, <i>Incoming Transition</i>	Not Applicable
<del>T1-0059</del> T1-0060	Contractor Employee Compensation Plan	Within 45 days after TO-1 effective date,	Approve (30 days)	FAR 31.205-6; Section H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>	DOE-EMCBC Contracting Officer
<del>T1-0060</del> T1-0061	List of Personnel Responsible for Transitioning Incumbent Workforce and Developing Transition Agreements	Within 10 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0061</del> T1-0062	Description of Process for Obtaining Information and receiving Regular Updates from Incumbent Contractor	Within 10 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0062</del> T1-0063	Description of Transition Agreements to Ensure Compliance with H Clause, <i>Workforce Transition and Employee Hiring Preferences</i> , during the Contract Transition Period	Within 10 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0063</del> T1-0064	Final Workforce Transition Agreements to Ensure Compliance with H Clause, <i>Workforce Transition and Employee Hiring Preferences</i> , during the Contract Transition Period	Within 30 days after TO-1 effective date	Approve (30 days)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	DOE-EMCBC Contracting Officer
<del>T1-0064</del> T1-0065	Communication Plan Regarding Implementation of the Requirements of H Clauses: <i>Workforce Transition and Employee Hiring Preferences</i> and <i>Employee Compensation: Pay and Benefits</i> (Draft and Final)	Draft within 10 days after TO-1 effective date, Final within 15 days after TO-1 effective date	Approve Final (30 days)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	DOE-EMCBC Contracting Officer
<del>T1-0065</del> T1-0066	Workforce Transition Plan	Draft within 15 days after TO-1 effective date, Final within 30 days after TO-1 effective date	Review Draft (15 days) Approve Final (30 days)	Section C.1.1, <i>Incoming Transition</i> ; Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i> ;	DOE-EMCBC Contracting Officer

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0066</del> T1-0067	Implementation of Hiring Preferences Report	Weekly during Transition once hiring has commenced, or as requested by the CO	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0067</del> T1-0068	List of Contractor personnel responsible for the transition of existing benefit plans or the development of new benefit plans	Within 10 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0068</del> T1-0069	Estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities	Within 10 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0069</del> T1-0070	List of information the Contractor has requested from the Incumbent contractor pertaining to the existing benefit plans	Within 20 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0070</del> T1-0071	Benefits Transition Plan, including description and schedule of transactions for when the benefit plan will be developed, and assets transferred	Draft within 20 days after TO-1 effective date, final draft within 30 days after TO-1 effective date, Final within 45 days after	Review Draft (10 days) Approve Final (30 days)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	DOE-EMCBC Contracting Officer

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
		TO-1 effective date			
<del>T1-0071</del> T1-0072	Drafts of benefit transition agreements with the incumbent contractors to ensure compliance with H Clauses	Within 45 days after TO-1 effective date	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i> ; Section H, <i>Employee Compensation: Pay and Benefits</i> ; and Section H, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i>	Not Applicable
<del>T1-0072</del> T1-0073	Draft or proposed final versions of any new defined benefit and defined contribution of the pension plans and other benefit plans	Within 45 days after TO-1 effective date, if required	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0073</del> T1-0074	Draft amendments, restated benefit plans, and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by the incumbent contractors	Within 45 days after TO-1 effective date, if required	Information (N/A)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Not Applicable
<del>T1-0074</del> T1-0075	Final Benefit Transition Agreements with Incumbent Contractors, Restated Benefit Plans and SPDs, and New Defined Benefit and Defined Contribution Pension Plans and Other Benefit Plans	Within 30 days after TO-1 effective date, prior to execution of documents	Approve (30 days)	Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	DOE-EMCBC Contracting Officer
<del>T1-0075</del> T1-0076	Cost Estimating System Disclosure	Within 60 days after TO-1	Information (N/A)	Section H, <i>DOE-H-2023 Cost</i>	Not Applicable



Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
		effective date		<i>Estimating System Requirements</i>	
<del>T1-0076</del> T1-0077	Accounting System Description	Within 60 days after TO-1 effective date	Approve (30 days)	Section H, <i>DOE-H-2025 Accounting System Administration</i>	DOE-EMCBC Contracting Officer
<del>T1-0077</del> T1-0078	Purchasing System Description	Within 60 days after TO-1 effective date	Approve (30 days)	Section H, <i>DOE-H-2026 Contractor Purchasing System Administration</i>	DOE-EMCBC Contracting Officer
<del>T1-0078</del> T1-0079	Organizational Conflict of Interest Management Plan	Within 15 days after TO-1 effective date	Approve (15 days)	DEAR 952.209-72; Section H, <i>DOE-H-2035 Organizational Conflict of Interest Management Plan</i>	DOE-EMCBC Contracting Officer
<del>T1-0079</del> T1-0080	Diversity Plan	Within 60 days after TO-1 effective date	Approve (30 days)	Section H, <i>DOE-H-2046 Diversity Program</i>	DOE-EMCBC Contracting Officer
<del>T1-0080</del> T1-0081	Initial Parent Organization Support Plan	Initial no later than 30 days prior to end of Transition	Approve (30 days)	Section H.50, <i>Parent Organization Support</i>	DOE-EMCBC Contracting Officer
<del>T1-0081</del> T1-0082	Legal Management Plan	Within 60 days after TO-1 effective date	Review (30 days)	10 CFR 719, <i>Contractor Legal Management Requirements</i> ; Section H, <i>Legal Management</i>	DOE-EMCBC Contracting Officer; notification of any non-compliance or inadequate information

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference	Approval Required
<del>T1-0082</del> T1-0083	Public Affairs Program Description	Within 90 days after TO-1 effective date	Approve (30 days)	Section C.2.10; Section H, DOE-H-2048	DOE-WVDP Director
<del>T1-0083</del> T1-0084	Inspection and Maintenance Plan for Dam Systems	Within 90 days of NPT	Approve (30 days)	Section C.4.5; 6 NYCRR Part 673, Dam Safety Regulations, Section 673.13	DOE-WVDP Director
<del>T1-0084</del> T1-0085	Partnering Agreement	Within 90 days of TO-1 effective date	Concur	Section H, <i>Partnering</i>	DOE-WVDP Director

**Acronyms:**

CFR	Code of Federal Regulations	FAR	Federal Acquisition Regulation
CO	Contracting Officer	N/A	Not Applicable
CRD	Contractor Requirements Document	NIST	National Institute for Standards and Testing
DEAR	Department of Energy Acquisition Regulation	NTP	Notice to Proceed
DOE	United States Department of Energy	SPD	Summary Plan Descriptions
DOE M	DOE Manual	RTP	Request for Task Order Proposal
DOE O	DOE Order		

## **Part IV – Representations and Instructions**

### **Section M**

#### **Evaluation Factors for Award**

## M.1 DOE-M-2001 Proposal Evaluation – General – Alternate III (Feb 2019)

### (a) Conduct of acquisition.

- (1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, *Contracting by Negotiation*; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, *Contracting by Negotiation*; and the provisions of this solicitation.
- (2) DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors specified in the solicitation against the evaluation factors in this Section M to determine the Offeror's ability to perform the contract.
- (3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

### (b) Deficiency in proposal.

- (1) A deficiency, as defined at FAR 15.001 entitled, *Definitions*, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.
- (2) A proposal will be eliminated from further consideration before completing the Government's evaluation if the proposal is deficient as to be unacceptable on its face. Deficiencies may include any exceptions or deviations to the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. cursory responses or responses which merely repeat or reformulate the solicitation, including the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Performance Work Statement (PWS) and/or Task Order PWS may be considered non-responsive to the requirements of the solicitation or otherwise be negatively evaluated. In the event that a proposal is rejected, a notice may be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

- (c) Responsibility. In accordance with FAR Subpart 9.1, *Responsible Prospective Contractors*, and DEAR Subpart 909.1 entitled, *Responsible Prospective Contractors*, the Procuring Contracting Officer (PCO) is required to make an affirmative determination of whether a prospective contractor is responsible. The PCO may, if necessary, conduct a preaward survey of the prospective contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the PCO will make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Subpart 19.6 entitled, *Certificates of Competency and Determinations of Responsibility*. The responsibility determination includes a finding that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract, as prescribed in

Section L provision, DEAR 952.204-73, entitled Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14), which requires submission of specific information by the Offeror related to foreign interests.

- (d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror’s initial proposal shall contain the Offeror’s best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the PCO later determines them to be necessary and may limit the competitive range for purposes of efficiency.
- (e) Organizational conflicts of interest. The Offeror is required by the Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the contract resulting from the solicitation.

## M.2 Evaluation Factor – Key Personnel

- (a) Key Personnel. DOE will evaluate the proposed key personnel for the two (2) required positions of Program Manager and Decontamination & Decommissioning Manager and up to two (2) proposed non-required key personnel. ~~DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel. The Decontamination & Decommissioning Manager is less important than the Program Manager. The non-required Key Personnel are less important than the Decontamination & Decommissioning Manager.~~ DOE will also evaluate the Offeror’s rationale for the selection of the proposed non-required key personnel positions and why the collective key personnel team make-up demonstrates the appropriate mix of key personnel positions and skills- for successful performance of the Contract.

DOE will evaluate all proposed key personnel. However, a higher number of proposed key persons will not be inherently evaluated more favorably than a lesser number of proposed key persons, as the proposed key personnel will be evaluated based on the evaluation criteria in this factor.

Failure of the Offeror to propose the required key personnel position(s), or to confirm the availability of all key personnel as being assigned to the contract full-time and that their permanent duty station is located on the West Valley Demonstration Project or within the local area will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

Additionally, failure of the Offeror to provide a letter of commitment for each key personnel will adversely affect the Government’s evaluation of the proposal.

~~Note: DOE will evaluate all proposed key personnel. However, a higher number of proposed key persons will not be inherently evaluated more favorably than a lesser number of proposed key persons, as the proposed key personnel will be evaluated based on the evaluation criteria in this factor.~~

- (b) Resume. The individuals proposed as key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. The qualifications and suitability of the individual key personnel will be evaluated on the following:
  - (1) Experience. The key personnel individually will be evaluated on their DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their

~~proposed position, including leadership and other accomplishments, with emphasis on project and completion type work.~~ with emphasis on project and completion type work, including leadership and other accomplishments, and significant performance difficulties and any corrective actions. More recent experience may be given greater consideration. DOE experience is not necessarily evaluated with more similarity than non-DOE experience, based on the sole fact that it was work for DOE.

- (2) Education. The key personnel will be evaluated on their education, specialized training, active certifications, and licenses that support the suitability for ~~the~~their proposed position.
  - (3) DOE may contact any or all of the references, current or previous employers, clients, and other sources of information not provided by the Offeror, to verify the accuracy of the information contained in the resume and to further assess the qualifications and suitability of proposed key personnel.
- (c) Oral problem scenarios – Key personnel. The Offeror’s key personnel will be evaluated on their problem-solving ability as demonstrated during their preparation for and presentation of the response to the problem-solving scenarios. The key personnel will be evaluated on their demonstrated leadership, teamwork, communications, knowledge of the Master IDIQ PWS, quality of the technical and managerial solution(s) to the problems, and problem-solving capabilities. The Program Manager will be evaluated on his/her effective utilization of the key personnel team during the ~~problem-solving-~~ scenarios.
- (d) Individual oral interviews – Program Manager and Decontamination & Decommissioning Manager. The Offeror’s Program Manager and Decontamination & Decommissioning Manager will be evaluated for qualifications and suitability, including leadership capability for the proposed position as demonstrated during the individual oral interviews.

Note: DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel. The Decontamination & Decommissioning Manager is less important than the Program Manager. ~~Note: DOE experience is not necessarily evaluated with more similarity than non-DOE experience, based on the sole fact that it was work for DOE. The key personnel evaluation is based on the factors listed above.~~

The individual oral interviews will be considered as a part of each required Key Person’s evaluation.

The non-required Key Personnel are less important than the Decontamination & Decommissioning Manager. The proposed rationale (as referenced in paragraph (a)) and the oral problem scenarios (as referenced in paragraph (c)) are each considered equal in importance to each non-required Key Person.

### **M.3 DOE-M-2008 Evaluation Factor – Past Performance (Oct 2015) (Revised)**

- (a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government’s assessment of relevant and recent past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. The information will be evaluated in order to assess the Offeror’s potential success in performing the work required by the contract. The evaluation will be based on the portion of work that each entity is proposed to perform, and may consider the following:
  - (1) scope – type of work (e.g., work as identified in the Master IDIQ PWS, including similar work of a non-nuclear nature and/or similar non-DOE work);

- (2) size – dollar value (approximate average annual value in relation to the proposed work; annual contract value of approximately ~~\$100M~~ \$70M for evaluation purposes); and
- (3) complexity – ~~specifically~~ addressing performance challenges (~~a~~) for example: overcoming barriers in deactivation, demolition, and soil removal at nuclear facilities, ~~b~~) overcoming barriers in waste management/disposition ~~(, including TRU waste), c~~) work performance improvements, ~~d~~) management of large complex contracts in highly regulated industries; and ~~e~~) successful partnerships with the Government, Client, and Regulators). Note: Offerors to address the complexities that each entity is proposed to deal with in the performance of work.

The higher the degree of relevance of the work, the greater the consideration that may be given.

DOE will evaluate recent past performance information for contracts that are currently being performed or have a period of performance end date within the last ~~four~~ (4five (5)) years from the original solicitation issuance date for reference contracts provided in accordance with Section L.16(a). To the extent that performance evaluations are divisible, the Government will only evaluate performance information within the ~~four~~ (4five (5)) year period preceding the original solicitation issuance date. More recent past performance information may be given greater consideration.

The Government will not apportion the assessment of past performance differently amongst the members of a Contractor's Teaming Arrangement, as defined in FAR 9.601(1), on a past performance contract, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance information. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

- (b) Teaming Subcontractors. The Offeror's proposed Teaming Subcontractors as defined in Section DOE-L-11-2001, Proposal Preparation Instructions – General, paragraph (a)(2) will be evaluated on the assessment of the past performance information obtained for the Teaming Subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that Teaming Subcontractor. DOE will evaluate past performance information for contracts that are currently being performed or have been completed within the last ~~four~~ (4five (5)) years from the original solicitation issuance date.
- (c) Newly formed entity and predecessor companies. The evaluation of past performance for the Offeror and any Teaming Subcontractor(s) may be based on the past performance of its parent organization(s), member organizations in a joint venture, limited liability company, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror/Teaming Subcontractor. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's/Teaming Subcontractor's performance.
- (d) Work to be performed. DOE will evaluate the Offeror and all members of a teaming arrangement, as defined in FAR 9.601(1) and any Teaming Subcontractors, in accordance with the work each entity is proposed to perform to cover the work scope described in the Master IDIQ PWS. Each reference

contract will be evaluated for relevancy in terms of scope, size, and complexity. The resulting rating may consider whether the Offeror's team as a whole (including Teaming Subcontractors) have demonstrated relevancy to all PWS requirements.

- (e) No record of past performance. If the Offeror or Teaming Subcontractor(s) do not have a record of relevant past performance or if information is not available, the Offeror or Teaming Subcontractor(s) will be evaluated neither favorably nor unfavorably.
- (f) Performance information. The Government will only evaluate past performance information for work it considers relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (a). The Offeror may also be evaluated on safety statistics (OSHA Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC)) and DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and corrective actions taken to resolve those problems.
- (g) Terminated contracts, cure notices, and conditional payment of fee/profit/other incentive actions. The Government may consider contracts of the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, that: (1) were terminated for default; (2) included a cure notice(s) in accordance with FAR 49 Termination of Contracts; and/or (3) included a conditional payment of fee/profit/other incentive action(s) as described in the DEAR over the preceding ~~four~~ (five (5)) years from the original solicitation issuance date, including the reasoning for the aforementioned actions.
- (h) Sources of past performance information. The Government may consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System (CPARS) and award fee determinations. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above. Scope, size, and complexity determinations will be made solely based on the relationship of past work to current requirements, without any preference or benefit given based on the entity for which the work was performed.
- (i) List of DOE contracts. The Government may consider the information provided per Section L, Attachment L-9, List of DOE Contracts, and evaluate past performance information on work determined to be relevant to the acquisition in terms of similar in scope, size, and complexity, as defined above in paragraph (a).

#### **M.4 Evaluation Factor – Management Approach**

- (a) Contract Transition Approach. DOE will evaluate the Offeror's approach to achieve the Contract Transition Task Order requirements, including implementation of Contractor Human Resource Management (CHRM) requirements in Section C.1.1, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.
- (b) Management Approach. DOE will evaluate the Offeror's management approach to effectively negotiate, manage, implement, and execute multiple simultaneously performed Task Orders for the



Master IDIQ PWS and to partner with DOE and the Regulators to achieve desired End States. Further, DOE will evaluate the Offeror's strategy that describes how it will effectively and efficiently manage and achieve below grade demolition of the main plant structures (Section C.9.1); and its strategy to address final disposition of the site TRU waste inventory.

- (c) Small Business Participation. DOE will evaluate the Offeror's approach to meet or exceed the small business subcontracting requirement of 25% of the cumulative value of Task Orders; (excluding the Contract Transition Task Order), including subcontracting of meaningful work scope. Note that the Master Small Business Subcontracting Plan submitted as part of Volume I will not be evaluated under this area.
- (d) Inclusion of Improvements to Work Processes, Procedures, and Technologies. DOE will evaluate the Offeror's approach to ~~meet the contract purpose~~ develop and ~~objective to include~~ implement improvements to work processes, procedures, and technologies in the performance of the PWS throughout the ordering period. The Offeror need not demonstrate the viability of individual improvements.

### **M.5 Evaluation Factor – Cost and Fee/Profit**

The Cost and Fee/Profit Proposal will not be adjectivally rated or point scored; but will be considered in the overall evaluation of proposals in determining the best value to the Government.

The Cost and Fee/Profit Proposal will be evaluated for cost realism and price reasonableness in accordance with FAR 15.404-1 and FAR 15.402(a). Cost realism analysis will be performed on the Offeror's proposed Contract Transition Task Order costs. This analysis will be used to determine whether the proposed cost elements are realistic for the work to be performed and reflect a clear understanding of the transition requirements. The transition cost proposal will be compared to ~~the~~ Volume II proposal for consistency and understanding. Price reasonableness will be performed on both the proposed fully burdened labor rates (excluding fee) for ~~FY TBD~~ the FY 2025-26 timeframe (July 1, 2025 to June 30, 2026) applied to the DOE-provided Estimated Direct Productive Labor Hours and of the proposed key personnel costs (~~FY TBD~~ July 1, 2025 to June 30, 2026). Key personnel compensation is capped at \$619,000 for each designated key person.

For purposes of determining the best value, the evaluated price will be the total of the proposed fee/profit (all fee/profit proposed by Task Order type) for a one-year period (~~FY TBD~~ July 1, 2025 to June 30, 2026) not exceeding the identified fee limitations; proposed costs for the key personnel (~~FY TBD~~ July 1, 2025 to June 30, 2026) up to the compensation limits shown above; proposed costs for the ~~FY TBD~~ fully burdened labor rates (excluding fee) applied to the DOE-provided Estimated Direct Productive Labor Hours; for the FY 2025-26 timeframe (July 1, 2025 to June 30, 2026); and realistic costs for the Contract Transition Task Order period.

An Offeror that proposes a fee amount exceeding the maximum prescribed available award fee, target fee, and/or fixed fee amounts as specified in Section L may be considered unacceptable for award.

An Offeror proposing fully burdened labor rates that do not comply with L. ~~4718~~ may be considered unacceptable for award.

### **M.6 DOE-M-2011 Relative Importance of Evaluation Factors (Oct 2015)**

- (a) The relative importance of the evaluation factors for the Technical and Management Proposal (Volume II) are below.
  - (1) Key Personnel;

- (2) Past Performance; and
- (3) Management Approach.

Key Personnel is more important than Past Performance. Past Performance is more important than Management Approach.

- (b) The evaluation factors for the Technical and Management Proposal (Volume II), when combined, are significantly more important than the total evaluated price (Volume III). Each evaluation factor applicable to this solicitation is identified and described in this and other provisions of this Section M. The descriptive elements of each evaluation factor will be considered collectively in arriving at the evaluated rating of the Offeror's proposal for that evaluation factor. Areas within an evaluation factor are not sub-factors and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation factor.

### **M.7 DOE-M-2012 Basis for Award (Oct 2015)**

The Government intends to award one contract to the responsible Offeror whose proposal is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation factors described above. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Cost/Price evaluation factor will not be rated, however the evaluated price will be used in determining the "best value" to the Government. The Government is more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical and Management Proposal over another. Thus, to the extent that Offerors' Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.

## **Part III – List of Documents, Exhibits, and Other Attachments**

### **Section J - List of Attachments**

---

~~This page intentionally left blank.~~\_\_\_\_\_

**DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)**

The following attachments constitute part of this Contract:

<b>Attachment Number</b>	<b>Title of Attachment</b>	<b>Revision Number</b>
J-1	Acronyms	
J-2	Requirements Sources and Implementing Documents	
J-3	Government Furnished Services/Items	
J-4	Contract Deliverables	
J-5	Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act [SCA]) and Construction Wage Rate Requirements (formerly known as the Davis Bacon Act [DBA])	
J-6	Master Small Business Subcontracting Plan (to be inserted at the time of contract award)	
J-7	Performance Guarantee Agreement (to be inserted at the time of contract award)	
J-8	Contractor’s Community Commitment Plan (to be inserted at the time of contract award)	
J-9	Performance Evaluation and Measurement Plan (to be inserted after contract award)	
J-10	IDIQ Labor Rate Schedule (to be inserted at the time of contract award)	
J-11	Task Order Tracking Matrix	
J-12	Contract Security Classification Specification (to be inserted after contract award)	

**SECTION J - ATTACHMENT J-1  
 ACRONYM LIST**

ADPE	Automatic Data Processing Equipment
AHJ	Authority Having Jurisdiction
ALARA	as low as reasonably achievable
ANSI	American National Standards Institute
AOC	Ashford Office Complex
AODR	Authorizing Official Designated Representative
ASME	American Society of Mechanical Engineers
ATO	Authority to Operate
B&P	Buffalo & Pittsburgh
BOSF	Balance of Site Facilities
CAS	Contractor Assurance System
CAIRS	Computerized Accident Incident Reporting System
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CDDL	Construction and Demolition Debris Landfill
CFR	Code of Federal Regulations
CFSR	Contract Funds Status Report
CGs	cleanup goals
CHBWV	CH2M HILL BWXT West Valley, Inc.
CHRM	Contractor Human Resources Management
CI	Criticality Incredible
CLIN	Contract Line Item Number
CMS	Corrective Measures Study
CO	Contracting Officer
COOP	Continuity of Operations
COR	Contracting Officer's Representative
CPAF	Cost-Plus-Award-Fee
CPB	Contract Performance Baseline
CPIF	Cost-Plus-Incentive-Fee
CSAP	Characterization Sampling and Analysis Plan
CSCS	Contract Security Classification Specification
CSPF	Container Sorting and Packaging Facility
CTF	Citizen Task Force
CUI	Controlled Unclassified Information
CUP	Cask Unloading Pool
D&D	Deactivation and Demolition
DBT	Design Basis Threat
DCAA	Defense Contract Audit Agency
DEAR	Department of Energy Acquisition Regulations
DID	Data Item Description
DLP	Data Loss Prevention
DOE	U.S. Department of Energy
DSA	Documented Safety Analysis
ECP	Employee Concerns Program
EDR	Equipment Decontamination Room
EEOICPA	Energy Employees Occupational Illness Compensation Program Act
EIS	Environmental Impact Statement
EM	Office of Environmental Management
EM-PAB	EM Program Advisory Board

EMCBC	Environmental Management Consolidated Business Center
EMCS	Energy management control systems
EMS	Environmental Management System
EPA	U.S. Environmental Protection Agency
EPAct	Energy Policy Act
ESA	essential supporting activities
ESAAB	Energy Systems Acquisition Advisory Board
ESH&QA	Environment, Safety, Health and Quality Assurance
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FedRAMP	Federal Risk and Authorization Management Program
FFCA	Federal Facilities Compliance Act
FFP	Firm-Fixed-Price
FIMS	Facilities Information Management System
FISMA	Federal Information Security Modernization Act
FOCI	Foreign Ownership, Control, or Influence
FOIA	Freedom of Information Act
FRC	Federal Records Center
FRS	Fuel Receiving and Storage
FSLE	Federal Site Life-cycle Estimate
FSO	Facility Security Officer
FSP	Fuel Storage Pool
FSSP	Final Status Survey Plan
FVA&A	Foreign Visits and Assignments
FY	Fiscal Year
GAGAS	Generally Accepted Government Auditing Standards
GAO	Government Accountability Office
GCR	GPC Crane Room
GCRE	GPC Crane Room Extension
GFP	Government Furnished Property
GFSI	Government Furnished Services and Information
GIS	Geographic Information System
GOA	GPC Operating Aisle
GPC	General Purpose Cell
GPE	Government Point-of-Entry
GRS	General Records Scheduling
GSS	General Support System
HAZCAT	Hazard Category
HCA	Head of Contracting Activity
HEPA	high-efficiency particulate air
HEV	Head-End Ventilation
HIC	High Integrity Container
HLW	High Level Waste
HSPD	Homeland Security Presidential Directive
HVAC&R	Heating, ventilation, air conditioning and refrigeration systems
ICS	Industrial Control System
IDIQ	Indefinite Delivery Indefinite Quantity
IG	Inspector General
IGCE	Independent Government Cost Estimate
IIA	Institute of Internal Audit
IJC3	Integrated Joint Cybersecurity Coordination Center
IPABS	Integrated Planning, Accountability, and Budgeting System
IPMR	Integrated Program Management Report

IRTS	Integrated Radwaste Treatment System
IMS	Issues Management Systems
ISMS	Integrated Safety Management System
ISSM	Information System Security Manager
ISSM	Information System Security Officer
ITP	Insider Threat Program
LAN	Local Area Network
LCC	Life-Cycle Cost
LIMS	Laboratory Information Management System
LLRWTS	Low-Level Radiological Waste Treatment System
LLW	Low-level Waste
LOE	level-of-effort
LSA	Lag Storage Addition
LTS	Long-Term Stewardship
LWC	Liquid Waste Cell
MC	Miniature Cell
MEFs	mission essential functions
MEPP	Multi-Employer Pension Plan
MEWA	Multiple Employer Welfare Arrangement
MFDs	Multifunction Devices
MLLW	Mixed Low-level Waste
MPPB	Main Plant Process Building
MSM	Master Slave Manipulator
MTRU	Mixed TRU
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NDA	NRC-licensed Disposal Area
NDIA	National Defense Industrial Association
NEPA	National Environmental Policy Act
NESHAP	National Emissions Standards for Hazardous Air Pollutant
NFA	No Further Action
NFPA	National Fire Protection Association
NFS	Nuclear Fuel Services
NIST	National Institute of Standards and Technology
NNSA	National Nuclear Security Administration
NPGP	North Plateau Groundwater Plume
NRC	Nuclear Regulatory Agency
NTP	Notice to proceed
NTS	Noncompliance Tracking System
NQA	National Quality Assurance
NYSERDA	New York State Energy Research and Development Authority
OAM	Office of Acquisition Management
ODFSA	Officially Designated Federal Security Authority
OGBR	Off Gas Blower Room
OGC	Off-Gas Cell
OMB	Office of Management and Budget
ORPS	Occurrence Reporting and Processing System
OSBDU	Office of Small and Disadvantaged Business Utilization
OSHA	Occupational Safety and Health Act
OSWDF	On-Site Waste Disposal Facility
PARS	Project Assessment and Reporting System
PBI	Performance Based Incentive
PEMP	Performance Evaluation Measurement Plan



PKI	Public Key Infrastructure
PMB	Performance Measurement Baseline
PMC	Process Mechanical Cell
PMEFs	primary mission essential functions
PNNL	Pacific Northwest National Laboratory
POP	Period of Performance
PPC	Product Purification Cell
PIRS	Past Performance Information Retrieval System
PTW	Permeable Treatment Wall
PVS	Permanent Ventilation System
PWS	Performance Work Statement
QA	Quality Assurance
QPM	Quarterly Public Meetings
RAP	Radiological Assistance Program
RCRA	Resource Conservation and Recovery Act
RDP	Remote Access and Remote Desktop Protocol
RFP	Request for Proposal
RHWF	Remote Handle Waste Facility
RMFO	Records Management Field Officer
RMP	Risk Management Plan
ROD	Record of Decision
S&M	Surveillance and Maintenance
S&S	Safeguards and Security
SAA	Satellite Accumulation Areas
SAR	Safety Analysis Report
SCCM	Systems Center Configuration Manager
SDA	State-licensed Disposal Area
SECON	Security conditions
SEB	Source Evaluation Board
SIEM	Security Information and Event Management
SMP	Site Management Plan
SOP	Standard Operating Procedure
SOR	System of Records
SPDES	State Pollutant Discharge Elimination System
SSO	Source Selection Official
SSP	Site Sustainability Plan
STP	Sewage Treatment Plant
STS	Supernatant Treatment System
STRIPES	Strategic Integrated Procurement Enterprise System
SWMU	Solid Waste Management Unit
T&VDS	Tank and Vault Drying System
TO	Task Order
TSCA	Toxic Substances Control Act
TSR	Technical Safety Requirements
TRU	Transuranic
UERM	Universal Electronic Records Management
ULO	Uranium Load Out
UPS	Uninterruptible Power Supply
USC	United States Code
VDI	Virtual Desktop Infrastructure
VF	Vitrification Facility
VOC	volatile organic compounds
VOIP	Voice Over Internet Protocol

VPN	Virtual Private Networks
VTC	Audio/Video Teleconferencing
VTW	Vitrified Tank Waste
WAC	Waste Acceptance Criteria
WAN	Wide Area Network
WBS	Work Breakdown Structure
WMA	Waste Management Area
WNYNSC	Western New York Nuclear Service Center
WPA	Waste Packaging Area
WSHP	Worker Safety and Health Program
WTA	Water Treatment Area
WTF	Waste Tank Farm
WVDP	West Valley Demonstration Project

DRAFT

**Attachment J-2**  
**Requirements Sources and Implementing Documents**

DRAFT

~~This page intentionally left blank.~~

DRAFT

## J.1 List A. Applicable Federal, State, and Local Regulations

The federal, state, and local regulations found in the Contract constitute List A, *Applicable Federal, State, and Local Regulations*, referenced in the Section H clause, *Laws, Regulations, and DOE Directives*. Omission of any applicable law (including Executive Orders) or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation. List B below contains a list of applicable DOE Directives that are required for this Contract.

## J.2 List B. Applicable DOE Directives

The DOE directives listed in the table below contain requirements relevant to the scope of work under this Contract. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

**Table J-2.1. Directives, Regulations, Policies, and Standards**

DOE Directive and Document Number	Title
P 140.1*	Natural Resource Damage Assessment Cooperation and Integration
P 141.1*	Department of Energy Management of Cultural Resources
O 142.3B Chg. 1 (LtdChg)	Unclassified Foreign National Access Program
O 144.1 (AdminChg1)	Department of Energy American Indian Tribal Government Interactions and Policy
O 150.1B	Continuity Programs
O 151.1D Chg. 1 (MinChg)	Comprehensive Emergency Management System
O 153.1A	Departmental Nuclear Emergency Support Team Capabilities
O 200.1A Chg. 1 <del>2</del> (MinChgLtdChg)	Information Technology Management
O 203.1	Limited Personal Use of Government Office Equipment including Information Technology
O 205.1C Chg. 1 (LtdChg)	Department of Energy Cybersecurity Program
O 206.1 Chg. 1 (MinChg)	Department of Energy Privacy Program
O 206.2 Chg. 1 (LtdChg)	Identity, Credential, and Access Management (ICAM)
O 210.2A	DOE Corporate Operating Experience Program
O 221.1B	Reporting Fraud, Waste and Abuse to the Office of Inspector General
O 221.2A	Cooperation with the Office of Inspector General
O 225.1B	Accident Investigations
O 226.1B Chg. 1 (AdminChg)	Implementation of Department of Energy Oversight Policy

DOE Directive and Document Number	Title
P 226.2*	Policy for Federal Oversight and Contractor Assurance Systems
O 227.1A Chg. 1 (AdminChg)	Independent Oversight Program
O 231.1B Chg. 1 (AdminChg)	Environment, Safety, and Health Reporting
O 232.2A Chg. 1 (MinChg)	Occurrence Reporting and Processing of Operations Information
O 241.1B Chg. 1 (AdminChg)	Scientific and Technical Information Management
O 243.1C	Records Management Program
O 341.1A	Federal Employee Health Services
O 350.1 Chg. 7 (LtdChg)	Contractor Human Resource Management Programs
P 364.1*	Health and Safety Training Reciprocity
P 410.3*	Program Management
O 413.3B Chg. 67 (LtdChg)	Program and Project Management for the Acquisition of Capital Assets
O 414.1D Chg. 2 (LtdChg)	Quality Assurance
O 420.1C, Chg. 3 (LtdChg)	Facility Safety
P 420.1*	Department of Energy Nuclear Safety Policy
O 422.1 Chg. 4(LtdChg)	Conduct of Operations
O 425.1D Chg. 2 (MinChg)	Verification of Readiness to Start Up or Restart Nuclear Facilities
O 426.2 Chg. 1 (AdminChg)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
O 430.1C Chg. 2 (AdminChg)	Real Property and Asset Management <u>(in accordance with Section H, <i>Real Property Asset Management</i>)</u>
O 433.1B Chg. 1 (AdminChg)	Maintenance Management Program for DOE Nuclear Facilities
O 435.1 Chg. 2 (AdminChg)	Radioactive Waste Management
N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
M 435.1-1 Chg. 3 (LtdChg)	Radioactive Waste Management Manual
O 436.1A	Departmental Sustainability
O 437.1	Bridge and Tunnel Management
O 440.2C Chg 3 (LtdChg)	Aviation Management and Safety
M 441.1-1 Chg. 1 (Admin Chg)	Nuclear Material Packaging
O 442.1B	Department of Energy Employee Concerns Program

DOE Directive and Document Number	Title
O 442.2 Chg. 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
P 444.1*	Preventing and Responding to all Forms of Violence in the Workplace
P 450.4A Chg. 1* (MinChg)	Integrated Safety Management Policy
P 451.1*	National Environmental Policy Act Compliance Program
<u>P 454.1 Chg. 1</u> <u>(AdminChg)</u>	<u>Use of Institutional Controls</u>
O 458.1 Chg. 4 (LtdChg)	Radiation Protection of the Public and the Environment
O 460.1D Chg. 1 (LtdChg)	Hazardous Materials Packaging and Transportation Safety
O 460.2B	Departmental Materials Transportation and Packaging Management
P 470.1B*	Safeguards and Security Program
O 470.3C Chg. 1 (LtdChg)	Design Basis Threat (DBT) Order
O 470.4B Chg. 3 (LtdChg)	Safeguards and Security Program
O 470.5	Insider Threat Program
O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information <i>(Applicability due to ORPS access and use)</i>
O 471.6 Chg. <del>34</del> <u>(AdminChgLtdChg)</u>	Information Security
O 471.7	Controlled Unclassified Information
O 472.2A	Personnel Security
O 473.1A	Physical Protection Program
O 473.2A	Protective Force Operations
O 475.1	Counterintelligence Program
<u>O 475.2B</u>	<u>Identifying Classified Information</u>
O 484.1 Chg. 3 (LtdChg)	Reimbursable Work for the Department of Homeland Security
O 486.1A	Foreign Government Sponsored or Affiliated Activities
O 520.1B Chg. 1 (LtdChg)	Financial Management and Chief Financial Officer Responsibilities
O 522.1A	Pricing of Departmental Materials and Services
P 547.1A*	Small Business First Policy
O 550.1 Chg. 1 (LtdChg)	Official Travel
DOE-STD-1095-2018	Department of Energy Laboratory Accreditation Program for Personnel Dosimetry
DOE-STD-1112-2019	Department of Energy Laboratory Accreditation Program for Radiobioassay
DOE-STD-1121-2008 Chg. Notice 1 Reaffirmed 2022	Internal Dosimetry

\* DOE Policies provide guidance for contractor programs and do not contain contractual requirements.

The West Valley Demonstration Project operates in accordance with a multitude of laws and regulations, the following include our key, site-specific legal drivers with our partners in New York State and their respective counties. In addition, the Phase 1 ROD is included herein which articulates the Phased Decision-Making and the Phase 1 Decommissioning Plan.

**Table J-2.2. Implementing Documents**

Document Number	Date	Title
-	December 2009	Phase 1 Decommissioning Plan for the WVDP Revision 2
-	May 2011	Phase 1 Final Status Survey Plan for the WVDP Revision 1
ANL/EVS/R-11/6	June 2011	Phase 1 Characterization Sampling and Analysis Plan for the West Valley Demonstration Project Revision 1
DOE/TER-2010	February 2010	U.S. NRC Technical Evaluation Report on the U.S. DOE Phase 1 Decommissioning Plan for the WVDP
QP-450-01 (Rev.2)	October 2020	Management of Environmental Media - Phase 1 Decommissioning of the West Valley Demonstration Project (QP-450-01)
DEO/ROD-2010	April 2010	Record of Decision: Final Env. Impact Statement for Decommissioning and or Long-Term Stewardship at WVDP
DOE/EIS-0226	January 2010	Final Environmental Impact Statement for Decommissioning and or Long-Term Stewardship at WVDP and Western New York Nuclear Services Center (including Summary, Volume 1, Volume 2, and Volume 3)
WVDP-573 (Rev.7)	May 2022	West Valley Demonstration Project Source Water Protection Plan (WVDP-573)
WVDP-512 (Rev.6)	April 2023	North Plateau Permeable Treatment Wall Performance Monitoring Plan (WVDP-512)
WVDP-516 (Rev.3)	November 2021	North Plateau Permeable Treatment Wall Protection and Best Management Plan (WVDP-516)
WVDP-520 (Rev.5)	May 2022	North Plateau Permeable Treatment Wall, S-09 Storm Water Discharge Outfall and Parshall Flume, Lagoon 3 Embankment, Operations and Maintenance Plan (WVDP-520)
Public Law 96-368 S.2443	October 1980	WVDP Project Act Public Law 96-368 S.2443 October 1, 1980
-	October 1980	Cooperative Agreement Between USDOE and NYSERDA on the WNYNSC at WV, NY
-	September	WVDP MOU Between the USDOE and the US NRC



	1981	
II RCRA-3008(h)-92-0202	March 1992	Administrative Order on Consent (1992) RCRA 3008(h) Docket No. II RCRA- 3008(h)-92-0202
Civil No. 86-1052-C	May 1987	Stipulation of Compromise Settlement
-	January 1996	Seneca Nation of Indians and Department of Energy Cooperative Agreement
-	November 2017	Memorandum of Agreement Between the Seneca Nations of Indians and the U.S. Department of Energy
-	November 2017	Seneca Nation - DOE WV 2017-2022 Cooperative Agreement
-	February 1991	Supplemental Agreement to the Cooperative Agreement between USDOE and NYSERDA
-	May 2011	Second Supplemental Agreement to the Cooperative Agreement between USDOE and NYSERDA
-	July 2015	Third Supplemental Agreement to the Cooperative Agreement between USDOE and NYSERDA
CD No. 06-CV-910	October 2009	Consent Decree No. 06-CV-910 (State of NY -v- United States of America)
CO No. 06-CV-810	August 2010	Court Order 06-CV-810
DOE/EA-1552	September 2006	Final Environmental Assessment for the Decontamination, Demolition, and Removal of Various Facilities (DOE_ED-1552)
-	September 2006	Finding of No Significant Impact (FONSI)
NAC-0071_R2	December 2016	FEPS Analysis for the West Valley Site
-	September 2016	Bertrand Chaffee Hospital - Letter of Agreement
-	September 2016	Cattaraugus County Sheriff's Office - Memorandum of Understanding
-	July 2994	Erie County & Cattaraugus Count - Mutual Aid Agreement
-	October 2017	Erie County Medical Center - Letter of Agreement
-	November 2016	Mercy Flight - Letter of Agreement
-	August 2016	WVDP & Cattaraugus County Office of Emergency Services - Memorandum of Understanding
-	March 2017	West Valley, New York Fire District 1 - Letter of Agreement
89303321SEM000021	April 2021	Interagency Agreement US DOE-WVDP with US-EPA
DOE/EIS-0337F	December	West Valley Demonstration Project Waste Management

	2003	Environmental Impact Statement - Final
SEQR - FEIS	January 2010	New York State Energy Research and Development Authority (NYSERDA) Final Environmental Impact Statement (FEIS) Findings Statement
DOE/RW-0333P, Rev. 21	December 2008	Office of Civilian Radioactive Waste Management Quality Assurance Requirements and Description (QARD) (High Level Waste Applicability)

**Acronyms:**

DOE U.S. Department of Energy

DOE M DOE Manual

DOE O DOE Order

DOE P DOE Policy

DRAFT

## **Attachment J-3**

### **Government Furnished Services/Items**

---

~~This page intentionally left blank.~~

ATTACHMENT J-3

<b>GFS/I</b>	<b>Requirement</b>
Access to Government controlled databases and systems	DOE will provide the Contractor access to the following databases and systems: <ul style="list-style-type: none"> <li>• Computerized Accident/Incident Reporting System (CAIRS)</li> <li>• Condition Assessment Information System (CAIS)</li> <li>• Facility Information Management System (FIMS)</li> <li>• Federal Automotive Statistical Tool (FAST)</li> <li>• Federal Fleet Management System (FedFMS)</li> <li>• Foreign Access Central Tracking System (FACTS) database</li> <li>• Nuclear Materials Management and Safeguards System (NMMSS) database</li> <li>• Integrated Planning Accountability and Budget System (IPABS)</li> <li>• Non-compliance Tracking System (NTS) database</li> <li>• Occurrence Reporting and Processing System (ORPS)</li> <li>• Project Assessment and Reporting System (PARS)</li> </ul>
Approval of Deliverables	DOE review and approval in accordance with Master IDIQ and/or Task Order Section J, Attachment J-4, Contract Deliverables
Security Clearances	DOE will process access authorization requests in accordance with processing requirements outlined in DOE Order 472.2, Personnel Security, and processing timelines outlined in the Intelligence Reform and Terrorism Prevention Act. Any security clearance needed during the contract period will be paid for directly by DOE.
DOE Oversight of Contractor Work	DOE will provide to the Contractor its annual Integrated Assessment Schedule (Government fiscal year basis)
DOE shall provide disposal rates and requirements for waste disposal using the Low Level/Mixed Low Level Radioactive and Hazardous Waste Treatment ID/IQ contracts or the Nevada National Security Site (NNSS).	DOE will make the Low Level/Mixed Low Level Radioactive and Hazardous Waste Treatment ID/IQ contracts available for use as necessary by the Contractor. DOE will provide the NNSS estimated disposal rates annually by September 30.
Utilities (Electric and Natural Gas)	DOE maintains and pays the following utility contracts for site operation with support from the contractor: Electric and Natural Gas

## **Attachment J-4**

### **Contract Deliverables**

The following Contract deliverables summarizes the specific products the Contractor shall submit to the U.S. Department of Energy (DOE), the date and timeframe when the Contractor is required to submit the product over the life of the contract, the type of action DOE will perform, and the associated DOE response time. Additional Contract deliverables unique to each Task Order may be specified in the Task Order, as applicable.

Table J-4.1, Deliverables List, provides a listing of Contract deliverables. The list is not all-inclusive and does not include situational deliverables. The Contractor shall meet all requirements of this Contract and resulting Task Orders.

The DOE action is defined as follows:

- **Approve** – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments or approve as submitted. If necessary, the Contractor shall revise the document to incorporate mandatory DOE comments and resubmit for DOE approval. Once approved by DOE, the deliverable shall be placed under change control with changes requiring DOE approval. It is not intended that editorial changes or corrections that do not alter commitments would require new DOE approval.
- **Information** – The Contractor shall provide the deliverable for information purposes only. DOE will review the information and may provide comments.

All deliverables shall be provided to DOE in searchable electronic format (e.g., PDF) in addition to hardcopy. Letters shall be provided to DOE in an editable electronic format (e.g., Microsoft Word). Deliverables shall be provided in editable electronic format when specified or requested. For reoccurring deliverables (e.g., quarterly, semi-annual), the subject line shall incorporate the year/quarter/month of the deliverable as applicable.

Deliverable due dates which coincide with non-working days or recognized Holidays shall be due by the close of business on the last regular business day prior to the due date identified. Deliverables that have been rejected or returned from DOE shall be resubmitted to DOE within ten (10) calendar days of notification of rejected deliverable.

Note: There are a number of applicable footnotes below that provide clarification on the due date of the deliverable to DOE. In a number of instances, the identified due date is to the regulatory entity, therefore the deliverable must be provided in advance of that date to allow for review.

**TABLE J-4.1: DELIVERABLES LIST**

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
1.	Partnering Agreement Updates	Establish a non-binding, signed Partnering Agreement for the cleanup of the WVDP Site	Section H, <i>Partnering</i>	As required	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
2.	Improper Payment Report	Report of erroneous payments that the contractor made to subcontractors and vendors for which DOE has paid	Federal Improve Financial Performance Initiative	Quarterly, by 25 <sup>th</sup> of the month after quarter ends	DOE-EMBC Budget Analyst	DOE-EMCBC Contracting Officer Information
3.	Budget Formulation Requests for Information	Develop and submit budget materials in accordance with formulation guidance.	Section C.2.9.1; DOE O 130.1; OMB Circular A-11	Annually	DOE-EMCBC Budget Analyst	DOE-EMCBC Contracting Officer Information
4.	Provisional Rates	Document rates and request changes	FAR Appendix 2, Preambles to CAS Rules and Regulations	As requested	DOE-EMCBC Budget Analysist	DOE-EMCBC Contracting Officer Approval
5.	Citizens Task Force Meetings	Forum for stakeholder involvement in decision process	Section C.2.10; Section H, DOE-H-2045 <i>Contractor Community Commitment</i>	By the 15 <sup>th</sup> of Feb, Apr, May, July, Aug, Oct and Nov.	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Information
6.	Annual Emergency Readiness Assurance Plan (ERAP) (including Drill/Exercise schedule)	Report annual accomplishments in Emergency Management and establish 5 year plan	DOE O 151.1	Annually, by September 30	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval



#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
7.	Emergency Management Program and Emergency Plan Updates	Provides the direction and approach to be used to minimize the impact of an emergency upon the health and safety of workers, the public and the environment and to limit loss or damage to property. Documentation of the comprehensive emergency management program also must include Emergency Public Information Plan.	Section C.2.3; DOE O 151.1	Annually, by December 31	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
8.	Hazard Survey(s)	Examination of generic emergency events and the potential impacts of such emergencies	DOE O 151.1	Update every 3 fiscal years or as hazards require	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
9.	Emergency Planning Hazards Assessment (EPHA)	Assessment of hazards and potential consequences from unplanned releases of hazardous materials. The EPHA must include a determination of the size of the Emergency Planning Zone (EPZ).	DOE O 151.1	Update every 3 years or as hazards require	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
10.	Emergency Response Exercise Packages	Documentation that contains, but not limited to, the exercise scope, its objectives and corresponding evaluation criteria, a narrative description of the scenario, timeline, and a list of participants.	DOE O 151.1	21-days prior to exercise	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
11.	Emergency Management Program Self-Assessments	Contractor's self-assessment report of their Emergency Management Program	DOE O 151.1	Annually, by September 30th	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
12.	Continuity of Operations (COOP) Program Plan Updates	Plan providing the basics of continuity planning specifically covering the response to epidemic and pandemic events	DOE O 150.1	Update as needed; Reviewed annually; Negative Response Required.	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
13.	Continuity Readiness Assurance Report	The CRAR is a planning tool used to identify and develop needed resources and improvements, and to highlight changes and achievements in a program.	DOE O 150.1	Annually, by September 30	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
14.	Fire Protection Program Updates	Fire protection program description	Section C.2.3; DOE O 420.1	Annually	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
15.	Fire Hazard Analysis	Comprehensive and qualitative assessment of risk from fire within individual fire areas in WVDP facilities	DOE O 420.1	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
16.	Baseline Needs Assessment for Fire Protection and Emergency Preparedness	Needs Assessment for Fire Protection and Emergency Preparedness	Section C.2.3; DOE O 420.1	Every three years, and update if appropriate, or prior to significant changes to facility activity/inventory	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
17.	Annual Fire Protection Summary Report (electronic data submission)	Summary of fire-related incidents/activities occurring at the WVDP	DOE O 231.1; DOE O 232.2	Annually, by April 30	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
18.	Individual Accident/Incident Reports (DOE F 5484.3) (electronic data submission)	Number of new and revised individual accident/incident reports	DOE O 231.1; DOE O 232.2	Quarterly, by January 10, April 10, July 10, and October 10	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
19.	Tabulation of Work Hours (electronic data submission)	CAIRS	DOE O 231.1; DOE O 232.2	Quarterly, by January 24, April 24, July 24, and October 24	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Information
20.	Annual Exposure Data Reporting	Radiation Exposure Information System Report	DOE O 231.1; DOE O 232.2	Annually, by March 31	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
21.	Occupational Radiation Exposure Report to Individuals	Radiation Exposure Report to individuals	DOE O 231.1; DOE O 232.2	Annually, by March 31	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
22.	Occurrence Reporting Processing System (ORPS) Reports	Operational events meeting reporting criteria.	DOE O 232.2	Final Copy Furnished to DOE-FEO	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
23.	Notification of Labor Disputes and All Relevant Information	Knowledge of potential or actual labor disputes that delay or threaten to delay timely performance of the contract.	FAR 52.222-1; Section H, DOE-H-2028 <i>Labor Relations</i>	As required	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information
24.	Affirmative Action Plan for Females & Minorities	Affirmative action plan for employment practices of females and minorities.	FAR 52.222-26; FAR 52.222-36; E.O. 11246	Updated annually by September 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence DOE-EMCBC Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
25.	Equal Employment Report (EEO-1)	File form SF-100	FAR 52.222-26; E.O. 11246	Annually by March 31	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Contracting Officer Approval
26.	Affirmative Action Plan for Veterans & Individuals with Disabilities	Anti-discrimination plan for veterans and individuals with disabilities.	FAR 52.222-35; E.O. 11246	Updated annually, by September 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Office of Civil Rights and Diversity Review and Concurrence and DOE-EMCBC Contracting Officer Approval
27.	Employment Report for Veterans	(Federal Contractor Veterans' Employment Report VETS-4212)	FAR 52.222-37	Annually, by October 30	DOE-EMCBC Office of Civil Rights and Diversity	DOE-EMCBC Contracting Officers Approval
28.	Requests for Labor Standards Determinations	Submittal of work packages for DOE determination of applicable labor standards	FAR 52.222-6; DOE O 350.1	As Required	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Labor Standards Committee and DOE-EMCBC Contracting Officer Determination
29.	Davis-Bacon Act Report of Enforcement	Compliance with Davis Bacon Act submitted through DOE iBenefits	29 CFR 5.7(b)	Semi-annually, by April 30 and October 31; when applicable	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
30.	Energy Employees Occupational Illness Compensation Program Act (EEOICPA) Claims Activity Report	To provide compensation and medical benefits to employees	Section C.2.14; EEOICPA Act of 2000	Monthly, by the last day of the month	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Information
31.	Organizational Conflicts of Interest Updates	Allows verification that the contractor is not biased in their performance of the contract	DEAR 952.209-72	As required	DOE-WVDP Director	DOE-EMCBC Contracting Officer Information
32.	Key Personnel List	Key Personnel as identified by the Contractor	Section H, DOE-H-2070	Updated as necessary prior to changes being implemented	DOE-WVDP Director	DOE-EMCBC Contracting Officer Approval
33.	Contractor’s Employee Compensation Plan	Formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system self-assessment plan	FAR 31.205-6; Section H, DOE-H-2001	Prior to any program design changes or upon DOE approved changes	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Team Review; DOE-EMCBC Contracting Officer Approval
34.	Individual Compensation Actions for Key Personnel	Submit on DOE EM 3220 Key Personnel initial salaries and salary changes as prescribed in H Clause	Section H, DOE-H-2021 <i>Employee Compensation: Pay and Benefits</i>	At least 14 days prior to requested effective date	DOE EMCBC Contractor Human Resources Management Team	DOE-EMCBC Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
35.	List of top 5 most highly compensated executives	Annually for each of the five most highly compensated employees reimbursed compensation within the contractor's organization	Section H, DOE-H-2001	At the time of any subsequent change, no later than Mar 1 of each year	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contracting Officer Approval
36.	Report of Compensation and Benefits	Breakdown of employee benefits compensation [submitted through iBenefits]	DOE O 350.1; Section H, DOE-H-2001	Annually, per iBenefits	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information
37.	Contractor Salary-Wage Increase Expenditure Report	Report of expenditure of funds for merit, promotion, variable pay, special adjustments and what funds are planned for the following salary plan year	DOE O 350.1; Section H, DOE-H-2001	Annually, 30 days after the end of the salary plan year	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contracting Officer Information
38.	Actuarial Valuation Reports	Report of annual actuarial valuation report for each DOE-reimbursed pension plan	DOE O 350.1; Section H, DOE-H-2001	Annually, No later than due date for IRS Form 5500 filing	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
39.	Economic Bargaining Parameters	Economic bargaining parameters associated with collective bargaining prior to changes or agreement.	Section H, DOE-H-2028	At least 30 days prior to entering the collective bargaining process	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, DOE-EMCBC Contracting Officer and HQ Approval
40.	Collective Bargaining Agreements/Memorandum of Understanding	Provide copies of agreements made between local collective bargaining units and the Contractor	Section H, DOE-H-2028	Upon ratification collective bargaining agreement or memorandum of understanding	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, DOE-EMCBC Contracting Officer and HQ Information
41.	Report of Settlement	Report of results of collective bargaining agreement negotiations to be entered into iBenefits	DOE O 350.1; Section H, DOE-H-2028	Per iBenefits – next filing after ratification	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information



#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
42.	Timely Data Responses to Departmental Annual and Ad Hoc Pension, PRB, and Benefit Plan Data Requests  Documents relating to benefit plans  Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs	Documents relating to benefit plans offered to Contractor employees, including but not limited to Summary Plan Descriptions, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract; Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in clause H, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>	Section H, DOE-H-2001; Section H, <i>Workforce Transition and Benefits Transition: Plans and Timeframes</i>	Data Calls -As requested  Benefits Plans/documents upon issuance	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information
43.	Pension Management Plan (PMP) and Post-Retirement Benefits (PRB) reports	PMP and PRB reports per iBenefits and as requested.	Section H, DOE-H-2001	As scheduled per iBenefits and as requested	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
44.	Standard Form 98 - “Notice of Intention to Make a Service Contract and Response to Notice”	For all subcontracts over \$2.5K subject to the Service Contract Act	DOE O 350.1; Section H, DOE-H-2003	Prior to award of subcontract	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and DOE-EMCBC Contracting Officer Information
45.	Work Force Restructuring Plan and Communication Plan	Whenever a change of work force affecting 100 or more persons within a 12- month period	DOE O 350.3; Section H, <i>Workforce Restructuring</i>	Must be submitted at least 60-days prior to the first planned communication given to the employees and public whenever a change of work force affecting 100 or more persons within a 12-month period	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contracting Officer and DOE-HQ Office of Work Force Transition Approval
46.	Monthly Headcount Report	Report of contractor and prime subcontractor headcount by hourly and salaried employees and rolling attrition rates	Data call	8th day of each month, or date specified in Data Call	DOE EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
47.	Annual Compensation Increase Plan	Contractor’s request for funds for merit, promotion, special adjustments, variable pay, and structure adjustments	DOE O 350.1; Section H, DOE-H-2001	Annually prior to start of new salary plan year	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review/Notification; DOE-EMCBC Contracting Officer Approval (if required)
48.	Overtime Control Plan	Submitted when exceeds DOE threshold – provides plan to control overtime.	DOE O 350.1	As necessary	DOE-WVDP Federal Project Director	DOE-EMCBC Contractor Human Resource Management Team review; DOE-EMCBC Contracting Officer Approval
49.	Semiannual Report on Overtime Use	Report showing straight time pay versus overtime pay and straight time hours worked versus overtime hours worked, expressed as percentages.	DOE O 350.1	Semiannually, January 31 <sup>st</sup> and July 31 <sup>st</sup>	DOE-WVDP Federal Project Director	DOE-EMCBC Contractor Human Resource Management Team Review; DOE-EMCBC Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
50.	Benefit and Pension Plans - New Plans/Changes	Description of the Contractor Benefits Program proposed changes	DOE O 350.1; Section H, DOE-H-2001; Section H, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i>	At least 30-days prior to making any changes, and updated as necessary	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; DOE-EMCBC Contracting Officer Approval
51.	Employee Benefits Value Study	Report that evaluates the value of contractor's benefit programs with other comparable companies	DOE O 350.1; Section H, DOE-H-2001	Every two (2) years; initial one is due within first year after contract award	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; DOE-EMCBC Contracting Officer Approval
52.	Employee Benefits Cost Survey Comparison	Report that evaluates the cost of contractors benefit programs, may use Bureau of Labor Statistics or DOE Cost Study Template	DOE O 350.1; Section H, DOE-H-2001	30 calendar days after receipt of DOE completed template with cost comparison	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; DOE-EMCBC Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
53.	Insurance Plan Experience Reports for Each Type of Liability Insurance (General and Automobile)	Reports to allow DOE to confirm that Contractor maintains commercial insurance or self-insurance programs required by law, regulation and the requirements of the contract	DOE O 350.1	Annually, within 30 days of policy renewal	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contracting Officer Information
54.	Workplace Substance Abuse Program Updates	Written workplace substance abuse program. In compliance with 10 CFR 707	DOE O 350.1; 10 CFR 707	As revised	DOE-EMCBC Contractor Human Resource Management Team and DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contractor Human Resource Management Team Review; Contracting Officer Approval
55.	Substance Abuse Program Results and Reports for Lower Tier Subcontractors	Report indicating the results of testing in all categories such as applicant, post occurrence, random, reasonable suspicion to include contractor's results as well as lower tier subcontractors that the program applies	DOE O 350.1	Semi-annually – January 30 and July 30	DOE-EMCBC Contractor Human Resource Management Team and DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
56.	Employee Assistance Program Implementation Plan Updates	A plan for implementing a program of preventative services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work	DOE O 350.1	As revised	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Review; Contracting Officer Approval
57.	Employee Assistance Program Services Reports	Provide information regarding the services available to employees and training available to supervisors and managers on identification of deteriorating job performance or judgment, or observation of unusual conduct, and appropriate handling and referral	DOE O 350.1	As required by CO	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team and Contracting Officer Information
58.	Adverse Impact Analysis	Analysis of EEO impacts resulting from involuntary separations	DOE O 350.1; Secretarial Policy on Workforce Restructuring; Section H, <i>Workforce Restructuring</i>	As required.  Must be submitted for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period to the Contracting Officer	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, Office of Legal Services and Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
59.	Copies of All Insurance Policies or Insurance Arrangements	Current copies throughout the contract term	DOE O 350.1	When policies are placed/ renewed	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team review and Contracting Officer Information
60.	Earned Value Management System Description (EVMSD) Updates	All proposed changes to the EVMS procedures and the impact of those changes.	Section C.2.9.2 ANSI/EIA-748B; DOE O 413.3; Section H, DOE-H-2024	When changes are recommended; At least 30 days prior to implementation	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
61.	Project Baseline Documents <ul style="list-style-type: none"> <li>• Management, Planning and Control Policies and Procedures,</li> <li>• Lifecycle Performance Measurement Baseline with outyear planning packages,</li> <li>• WBS Dictionary,</li> <li>• Risk Management Plan,</li> <li>• Resource Loaded Integrated Schedule,</li> <li>• Project Management Plan,</li> <li>• Staffing analysis, and</li> <li>• Waste Disposition Plan</li> </ul>	Comprehensive plan to achieve scope, cost and schedule objectives consistent with contract award.	Section C.2.9.3; DOE O 413.3; Section H, DOE-H-2024	TBD	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
62.	Waste Disposition Monthly Plan Updates		Section C.2.2.5; Section C.2.9.5; DOE O 413.3	Initially submitted with Project Baseline Documentation; then monthly by the 15 <sup>th</sup>	DOE-WVDP Federal Project Director	DOE-WVDP Director Information
63.	Project Management Plan and Updates	Project Management Plan(s)	Section C.2.9.4; DOE O 413.3	Initially submitted with Project Baseline Documentation; then annually by June 30, and as required	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
64.	Risk Management Plan Updates inclusive of:  <ul style="list-style-type: none"> <li>• Lifecycle Risk Analysis</li> <li>• Risk Register</li> </ul>		Section C.2.9.8; DOE O 413.3	Initially submitted with Project Baseline Documentation; then annually by August 15	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
65.	Baseline Change Requests		Section C.2.9.3 Section H, DOE-H-2024; Section H, <i>Task Ordering Procedure</i>	As generated requiring DOE approval.	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
66.	Baseline Change Log (Contract Budget Log)		Section C.2.9.3; Section H, DOE-H-2024; Section H, <i>Task Ordering Procedure</i>	Monthly, 10 working days after business month ends	DOE-WVDP Federal Project Director	DOE-WVDP Director Information
67.	Project Management Cost Performance Reports for Input to Project Assessment Reporting System (PARS)		Section C.2.9.4.; Section H, DOE-H-2024;	Monthly, No later than the last workday of the following month	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval



#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
			Section H, <i>Task Ordering Procedure</i> ; DOE O 413.3			
68.	Contract Performance Report/Monthly Performance Report (CMPR) and Contract Funds Status Report (CFSR)	Project performance and financial status including ALL performance metrics, cost and schedule variance by WBS and PBS, major milestone status, safety status and critical technical and program issues.  Note: Submit to CO with copy to DOE HQ CMPR, Office of Project Assessment at: ContractorsMPR@hq.doe.gov	Section C.2.9.5 DOE O 413.3; DOE-H-2024	Monthly, no later than 10 working days after business month ends	DOE-WVDP Federal Project Director	DOE-WVDP Director Information
69.	Invoice reconciliation to the Contract performance Report		Section C.2.9.5 DOE O 413.3; DOE-H-2024	Monthly, no later than 20 working days after calendar month ends.	DOE-WVDP Federal Project Director	DOE-WVDP Director Information
70.	GFS/I Request	Projection of additional GFS/I to be furnished under the contract. Considered part of the project baseline.	Section C.2.16.4	Annually, prior to each fiscal year	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
71.	GFS/I Request Updates	Projection of additional GFS/I to be furnished under the contract.	Section C.2.16.4	Quarterly, as needed (Jan 15, Apr 15, Jul 15, Oct 15)	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
72.	Weekly Project Status Report	Project status and accomplishments.	COR direction	Weekly	DOE-WVDP Contracting Officer Representative or as delegated	COR and DOE-WVDP Director Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
73.	Quality Assurance Plan Updates	Annual submittal of QAP changes for DOE approval.	Section C.2.2.4; 10 CFR 830	Annually by August 30	DOE-WVDP Assistant Director Office of Technical Services; DOE-WVDP Quality Engineer	DOE Approval
74.	Startup Notification Report	Nuclear facility startups or restarts	DOE O 425.1	Semi-annually (Mar 31, Sept.30)	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
75.	Training Program Plan and Training Implementation Matrix Updates	Nuclear facility training requirements	DOE O 426.2	Updates, as required.	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
76.	Conduct of Operations Matrix Updates	Conduct of Operations requirements for DOE facilities	DOE O 422.1	Updates, as required	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
77.	ALARA Report	Track and trend site cumulative exposure	DOE-STD-1098-17, Part 3, Article 133	Annually, by March 31	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
78.	Documented Safety Analysis Updates	Annual updated document for DOE approval or letter stating there have been no changes. Ensures that all nuclear facilities are maintained and operated within the DOE approved safety basis	10 CFR 830; 10 CFR 830.202(c)(2); Section C.2.6	Annually, by last DOE approval date (per SER)	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
79.	USQ Procedure Revisions		10 CFR 830.203(a)(1)	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
80.	USQ Program Summary Report	Annual summary of USQ process determinations performed since the prior submission	10 CFR 830.203(d)	Annually, summary report must accompany DSA annual update submittals	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
81.	Inspection and Maintenance Plan for Dam System, Updates	A plan that describes how the Contractor will operate and maintain the reservoir, emergency spillway, dams and all appurtenant structures in safe condition at all times	Section C.4.5; 6 NYCRR Part 673, Dam Safety Regulations, Section 673.13	Annually, not later than July 31	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
82.	Nuclear Maintenance Management Program (NMMP) Description / Maintenance Implementation Plan (MIP) Updates	Plan describing the integration of the maintenance program with other WVDP programs	Section C.4; DOE O 430.1; DOE O 433.1;	Prior to startup of new hazard category 1, 2, and 3 nuclear facilities and at least every three years for all nuclear facilities	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
83.	Annual Review of Utilization of Real Property	Life-cycle management of real property assets	Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	Annually, by June 1	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer	DOE-WVDP Contracting Officer and Representative Information
84.	Annual Property Inventory Report	Life-cycle management of real property assets  Property inventory of all equipment, containers, and trailers located throughout the WVDP Project Premises and evaluate the future use, - proposed disposition of this material on an annual basis.	Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	Annually, by July 1	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer	DOE-WVDP Contracting Officer and Representative Information
85.	Five-year Site Plan (5YSP)	Real property planning document	Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	Annually	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer	DOE-WVDP Contracting Officer and Representative Information
86.	Sustainment Program	Contractor shall establish a cost-effective sustainment program to keep existing operational, excess, and those facilities transitioning from operational to shutdown in an acceptable safe and stable condition, functional, or sustainable in support of its current operational status or mission.	Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	Annually	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer	DOE-WVDP Contracting Officer and Representative Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
87.	Facilities Information Management System (FIMS) and Real Property Sustainment Validation; and FIMS Corrective Action Plan	FIMS Validation	Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	Annually, CAP as needed within 7 days	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer	DOE-WVDP Contracting Officer and Representative Information
88.	Preliminary Real Estate Plan (PREP) for Acquisition of Capital Assets and/or Disposition Plan	Real property actions, as needed.	Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	As needed	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer	DOE-WVDP Contracting Officer and Representative Information
89.	Rail Inspection Reports		Section H, <i>Real Property Asset Management</i> ; DOE O 430.1	As completed.	DOE-EMCBC Certified Realty Specialist/ DOE Realty Officer DOE-WVDP Federal Project Director	DOE-WVDP Contracting Officer and Representative Information
90.	Consolidated Energy Data Report (CEDR), Sustainability Dashboard, or the current DOE-HQ Database.	Provide plant energy and water consumption data and other data as required.	DOE O 436.1	Annually (due from contractor two (2) weeks prior to DOE-HQ submittal)	DOE-EMCBC Contracting Officer Representative or as delegated	DOE-WVDP Director Information
91.	Waste Management Program Updates	A plan for characterizing, processing, packaging, and disposing of waste.	Section C.2.2.5 Section C.7; DOE O 435.1	Annually	DOE-WVDP Federal Project Director	DOE Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
		Waste Management Plan(s) to implement requirements of CFR 830.120, 10 CFR 835, DOE O 414.1, DOE O 460.1, DOE O 435.1, DOE M 435.1-1 (see Section 1.9 of the Decommissioning Plan) All waste generated during Phase I of decommissioning will be disposed of off-site. The Waste Management Plan(s) will implement DOE procedures identified above and provide requirements and guidance for management of all types of waste.				
92.	Packaging and Transportation Program Plan Updates	Plans to comply with contract requirements for packaging, transfer, and transportation of hazardous material	Section C.2.2.5; DOE O 435.1; DOE Order 460.1	Annually	DOE-WVDP Federal Project Director	DOE Approval
93.	Nevada National Security Site LLW and MLLW Preliminary Disposal Forecast	Estimated volume of LLW and MLLW to be treated/disposed at NNSS in the next fiscal year	NNSS Request	As requested	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
94.	Nevada National Security Site LLW and MLLW Final Disposal Forecast	Final estimated volume of LLW and MLLW to be treated/disposed at NNSS in the current fiscal year	NNSS Request	As requested	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
95.	Contractor Assurance System Program Description Updates	Timely notification must be made to the Contracting Officer of significant assurance system changes prior to the changes being made	Section C.2.2.6; DOE O 226.1	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
96.	<del>Annual Review of ISMS (ISMS Description Updates) Performance Objectives, Measures, and Commitments for the upcoming fiscal year</del>	<del>ISMS program description document annual update</del> <del>Including</del> <u>Includes</u> the proposed Performance Objectives, Measures, and Commitments for the upcoming fiscal year	DEAR 970.5223-1; Section C.2.1; DOE O 226.1	Annually, by August 30	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
97.	RESERVED					
98.	RESERVED					
99.	Annual Review of Contractor Assurance System	<del>Results of assurance processes must be analyzed, compiled, and reported to DOE</del> <u>Report that provides evidence that work is being performed safely, securely, and in compliance with all requirements; risks are being identified and managed; and that the systems of control are effective and efficient</u>	Section C.2.2.6; DOE O 226.1	Annually, by August 30	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
100.	Employee Concerns Program Status Report	Submit reports which provide specific details on the numbers, type, status and disposition of employee concerns to DOE-WVDP for information	DOE O 442.1	Quarterly, by January 15, April 15, July 15, and October 15	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information
101.	Worker Safety and Health Program Updates	Updated Worker Safety and Health Program required whenever significant changes are made or a letter annually stating that no changes to the plan previously approved are necessary	10 CFR 851; Section C.2.2.2	Annually and whenever significant changes are made	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
102.	NEPA documentation	Support DOE preparation of environmental checklists, Categorical Exclusions (CXs), etc.	Section C.2.2.1; Section C.2.13; Section H, <i>Environmental Compliance</i>	As required to support activities	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
103.	NEPA Administrative Record	Compilation of documents that are relied on in the decision making process	Section C.2.2.1; Section C.2.13; Section H, <i>Environmental Compliance</i>	As required to support activities	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
104.	NEPA Project Record	Includes all documentation in the NEPA Administrative Record with the exception of very large sets of materials (e.g., the complete set of EIS references)	Section C.0 Section C.2.2.1 Section H, <i>Environmental Compliance</i>	As required to support activities	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
105.	Quarterly Public Meetings	Site issues and project status	Stipulation of Compromise; Section C.2.2.1; Section C.2.10	Quarterly	DOE-WVDP Contracting Officer Representative or as delegated	DOE-WVDP Contracting Officer Representative Information
106.	RCRA 3008(h) Administrative Order on Consent Quarterly Progress Report	Summary of progress made by the WVDP on RCRA 3008(h) Consent Order activities	RCRA 3008(h) Consent Order Section VI.5(f); Section C.2.2.1; Section H, <i>Environmental Compliance</i>	Quarterly, by February 15, May 15, August 15, and November 15 <sup>1</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval



#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
107.	Hazardous Waste Annual Report	Report of hazardous waste management activities for the preceding year.	NYSDEC Regulation; Section H, <i>Environmental Compliance</i>	Annually, by March 1 <sup>2</sup>	DOE-WVDP Contracting Officer Representative	DOE-WVDP Contracting Officer Representative Approval
108.	Hazardous Waste Reduction Plan biennial update and annual status report	Reports reductions in generation of hazardous waste	NYSDEC Regulation; Section H, <i>Environmental Compliance</i>	Annually, by July 1	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
109.	Spill Reporting	Reporting of spills as specified per time frames specified in federal, state, local law/regulation	Federal, state, and local law/regulations	Upon occurrence/ identification of spills and quarterly petroleum product spill report by January 15, April 15, July 15, and October 15 <sup>5</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information
110.	Annual Treatability Study Report	Report discussing treatability studies performed for the previous year and/or planned for the current year.	6NYCRR Section 371.1 (e)(4)(v)(i)	Provided to NYSDEC annually by March 15 <sup>1</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
111.	RCRA Corrective Measures Studies	Identify, develop, and evaluate potential remedial alternatives for removal, containment, and/or treatment of contamination pursuant to the 3008(h) Consent Order.	Section C.2.2.1; NYSDEC Regulation; Clause Section H., <i>Environmental Compliance</i>	As required by regulator pursuant to 3008(h) Consent Order <sup>2</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
112.	RCRA Section 3016	Hazardous waste management activities for the preceding 2 years.	NYSDEC Regulation; Section H, <i>Environmental Compliance</i>	Every 2 years	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
113.	Site Treatment Plan Updates	Plan for treatment, storage, and disposal of mixed waste	FFCA Consent Order; Section H, <i>Environmental Compliance</i>	Annually, by February 15 <sup>2</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
114.	NESHAPS Report	Total quantity of radiological emission. Includes CAP 88-PC Dose Assessment	40 CFR 61 Subpart H; Section H, <i>Environmental Compliance</i>	Annually, by June 30 <sup>2</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
115.	Annual Site Environmental Report (ASER) (DOE-HQ guidance is provided annually for report preparation)	Characterize environmental management performance of site for the CY	DOE O 231.1	Annually, by October 1 <sup>3</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
116.	RCRA Part B Application modifications	Modifications to RCRA Part B Application as submitted to NYSDEC	NYCRR 373-1; Section H., <i>Environmental Compliance</i> ; Section C.2.2.1	As required <sup>4</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
117.	Groundwater Monitoring Plan Note: All groundwater monitoring results are to be included as part of the ASER.	Summary of the program including the number of wells, sampling method, frequency, analysis performed and results. Summarize the hydrogeology of the site, major aquifers, groundwater movement, potential sources of pollution and uses of ground water in the vicinity of the site. Include a map of active and abandoned well locations.	Section C.2.2.1; DOE O 458.1; DOE O 436.1; Section H, <i>Environmental Compliance</i>	Annually, by October 1 <sup>3</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
118.	Clean Water Act/SPDES BMP and Storm Water Pollution Prevention Plan for WVDP (Review current plan and submit update as necessary)	Satisfies a requirement of the facility's SPDES Permit NY-0000973 for discharges into combined storm water outfalls	SPDES Permit; Section H, <i>Environmental Compliance</i>	Annual Review Certification by December 31st. If amended, to DOE-WVDP 4 weeks prior to regulatory submittal. <sup>2</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
119.	Demolition Plans and Excavation Plans (Defined in follow on Task Orders)	Contractor's preparation of demolition plan(s) and excavation plan(s) that describe methods to accomplish the removal, packaging, characterization, transport, and offsite disposal	Section C.9; Section C.9.1.1; Section C.9.1.8	TBD, as required	DOE-WVDP Federal Project Director	TBD DOE-WVDP Contracting Officer Representative Approval
120.	Regulator Reports/Plans	Various RCRA, CAA, SDWA, SPDES and CWA, Code Rule (etc.) reports/plans. This Deliverable is defined as any outgoing correspondence outside of DOE-WVDP.	Section C.2.2.1; Section H., <i>Environmental Compliance</i>	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
121.	Environmental Monitoring Plan	Environmental monitoring and surveillance plan	Section C.2.2.1; DOE O 436.1; Section H, <i>Environmental Compliance</i>	Annual update by December 31	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
122.	State Pollutant Discharge Elimination System (SPDES) Discharge Monitoring Reports	Monitoring of discharges to river including sampling, analysis, data management and reporting	NYSDEC Regulation; SPDES permit; Section H, <i>Environmental Compliance</i>	Monthly, by 28th of each month <sup>5</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information
123.	SARA Title III- 312	Hazardous chemical inventory data and locations for state and local emergency response organizations	NYSDEC Regulation; Section H, <i>Environmental Compliance</i>	Annually, by March 1 <sup>2</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
124.	SARA Title III - 313	Toxic chemical release inventory	NYSDEC Regulation; Section H, <i>Environmental Compliance</i>	Annually, by July 1 <sup>2</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
125.	Monthly Drinking Water Report	Report to Cattaraugus County Health Department on drinking water monitoring	NYSDOH; Section H, <i>Environmental Compliance</i>	Three days prior to the 10th of each month	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
126.	Pre-discharge Radiological Analysis of Lagoons	Report to NYSDEC prior to lagoon discharge	NYSDEC Regulation; SPDES Permit; Section H, <i>Environmental Compliance</i>	Results transmitted to NYSDEC no less than 1 day prior to Lagoon discharge (DOE-WVDP review is required prior to sending information to NYSDEC)	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information
127.	Site Sustainability Plan (SSP)	Report on site’s contribution to Department’s sustainability goals.	DOE O 436.1; Section H, <i>Environmental Compliance</i>	Annually to meet DOE-HQ schedule	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
128.	Environmental Monitoring Program Effluent Summary & Trend Analysis Report	Provides analysis of noteworthy results of radiological analyses for all EMP monitoring points in accordance with EM-11, “Documentation and Reporting of Environmental Data” and DOE/EH-0173T, “Environmental Regulatory Guide for Radiological Effluent Monitoring and Environmental Surveillance.”	RCRA 3008(h) Order on Consent; Section H., <i>Environmental Compliance</i>	Quarterly, by April 30, July 30, October 30, and January 31	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
129.	Groundwater Trend Analysis Report	This report evaluates the results of sampling and analysis of on-site groundwater at the WVDP and discusses other matters relevant to the Groundwater Monitoring Program.	RCRA 3008(h) Order on Consent; Section H, <i>Environmental Compliance</i>	Quarterly, by March 31, June 30, September 30, and December 31 (The monitoring year runs from December 1 through November 30 of the following year)	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
130.	Exception Report for RCRA Groundwater Monitoring Results	Report to NYSDEC	RCRA 3008(h) Order on Consent; Section H, <i>Environmental Compliance</i>	Quarterly, following each routine groundwater sampling event <sup>1</sup>	DOE-WVDP Contracting Officer Representative	DOE-WVDP Contracting Officer Representative Approval
131.	Permit/License Applications and/or Renewal Applications	Various RCRA, CAA, SDWA, SPDES and CWA	Section C.2.2; Section C.2.2.1; Section H, <i>Environmental Compliance</i>	As required <sup>3</sup>	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Approval
132.	Radiation Safety Program Updates	DOE activity shall be conducted in compliance with a documented radiation protection program as approved by the DOE.  An update of the radiation protection program shall be submitted to DOE, as required.	Section C.2.5; 10 CFR 835	Annually, by August 30 <sup>th</sup> and as modified.	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
133.	Issues Management System Reports	Identification, assignment of significance category, and processing of nuclear safety-related issues identified within the Contractor’s organization  Open Items Tracking System (OITS) Reporting	Section C.2.2.4; DOE O 226.1	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Director Information
134.	Criticality Safety Program Description Updates	Ensures that operations with fissionable material remain subcritical under all normal and credible abnormal conditions	Section C.2.7; DOE O 420.1	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE Approval
135.	Permeable Treatment Wall Monitoring Report	To provide environmental monitoring data as described in WVDP-512	Section C.5	Annually, with every fifth year to include monitoring optimization recommendations	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval
136.	Corrective Action Plan(s)	Develop a corrective action plan that details actions to be implemented that will address the cause(s) of the findings and describe actions identified to prevent recurrence and describe their planned implementation	DOE O 226.1; Section C various	As required and/or as requested by Contracting Officer	DOE-WVDP Federal Project Director	DOE Approval
137.	WVDP-GSS, ICS and standalone IT environment IT/Cyber Security Policies, Procedures, Support Documentation, and Administrative Credentials Updates	Upon Request	Section C.2.14; DEAR 952.204-77; DOE O 205.1; EM-CSPP	Annually, by September 30, and as required	DOE-WVDP Administrative Officer and EMCBC AODR	EMCBC AODR Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
	Including Application Project Plans, Baseline Change Proposals and Test Plans					
138.	Cyber Security Program Plan Updates	Computer protection program plan	Section C.2.14; DEAR 952.204-77; DOE O 205.1; EM-CSPP	Annually, by September 30	DOE-WVDP Administrative Officer DOE-EMCBC Designated Authorizing Authority Representative	EMCBC AODR Approval
139.	Cyber Security Self -Assessment	Submit a cyber security annual assessment, which documents contractor compliance with the requirements of DOE Order 205.1, to DOE-WVDP for approval.	DOE O 205.1	Annually, by January 31	DOE-WVDP Administrative Officer EMCBC Designated Authorizing Authority Representative	DOE-WVDP Contracting Officer Representative Information
140.	Computer Security Incident Reports	To document incidents involving the compromise to classified or sensitive unclassified data on computer systems	DOE O 205.1	Per occurrence	DOE-WVDP Administrative Officer DOE-EMCBC Designated Authorizing Authority Representative	DOE-WVDP Contracting Officer Representative Information
141.	Government Property Missing, Lost, Damaged or Theft Report	Reports incidents of any loss of Government Property	FAR 52.245-1; 41 CFR 109	Quarterly, by January 7, April 7, July 7, and October 7	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-EMCBC Contracting Officer Information



#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
142.	Site Security Plan (Including Safeguards and Security Management Plan) Updates	To describe the physical protection program in place.	DOE O 470.4	Annually, by September 30	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Officially Designated Federal Security Authority Approval
143.	Management and Update of the Design Basis Threat	Ensure protection requirements and strategies remain relevant and updated. Where appropriate, develop appropriate protection strategies in accordance with the Order	DOE O 470.3	Annually, by September 30	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Officially Designated Federal Security Authority Approval
144.	Protective Force Training Plan	Identify required annual and remedial/refresher training for the next Fiscal Year	DOE O 473.1	Annually, by January 1	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Officially Designated Federal Security Authority Information
145.	Contractor guidelines for identifying UCNI	Internal guidelines used by the contractor to identify UCNI	DOE O 471.1; DOE O 471.7	Review once every 5-years	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information
146.	Annual Forecasting of Subcontracting Opportunities	Provides a list of the possible opportunities for Small Businesses	DOE-HQ Requirement	Annually, by September 15 (DOE-HQ issues data call and date may vary) and as requested	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
147.	Awards to Private Sector	Provides list of all awards made to Private Sector including the dollar value of the award, a description of the item purchased, and the size status and category (e.g., woman-owned, HUBZone, small disadvantaged, etc.) of each company	DOE-HQ Requirement	Annually, by October 15 (DOE-HQ issues data call and date may vary) and as requested	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Information
148.	Cooperative Agreement Cost Reimbursement Reporting	(Maintain as deliverables 167)	Cooperative Agreement	TBD	DOE-WVDP Federal Project Director	DOE-EMCBC Contracting Officer Information
149.	Cost Accounting Standard Disclosure Statement	Contractor disclosure statement for allocation of indirect costs	FAR 52.230-2	Within 60 days of any change	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Information
150.	Hazard Communication Program	Written program developed by the employer, including an explanation of the labeling system and the material safety data sheet, and how the employees can obtain and use the appropriate hazard information.	10 CFR 851	Prior to use of hazardous material	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officer Representative Information
151.	Agency Motor Vehicle Data Report Combined with Report of Truck Data Electronically submitted via Federal Automotive Statistical Tool (FAST)	Provide current GSA and Agency owned fleet makeup and charges	41 CFR 102-34.345, 102-34.355 and 109-38.903-50	Annually, by November 15	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-EMCBC Contracting Officer Information
152.	Program for the Acquisition, Maintenance and Operation of Motor Vehicles and Equipment Updates	Maintain program to ensure compliance with all applicable regulations, state and local laws, and property management	Section C.2.12; DEAR 945.570-2	As required	DOE-WVDP Administrative Officer	DOE-EMCBC Contracting Officer Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
		requirements			DOE-EMCBC Government Property Administrator	
153.	Report of Periodic Physical Inventory Results	Periodically perform, record and disclose property inventory results	FAR 52.245-1; 41 CFR 109	Annually, by September 30	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-EMCBC Contracting Officer and DOE-HQ Information
154.	Annual Excess Personal Property Furnished to Non-Federal Recipients	Details non-federal recipients of excess property	41 CFR Part 102-36.295; 41 CFR Part 109-43.4701	Annually, by October 31	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-WVDP Budget/ Finance, DOE-EMCBC Contracting Officer and DOE-HQ Office of Property Management Information
155.	Negotiated Sales Report	Provides detailed breakdown of negotiated property sales	41 CFR 102-38.330	Annually, by October 31	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-HQ Office of Property Management Information
156.	Summary of DOE-Owned Plant and Capital Equipment	Accounting of all DOE-owned P&CE purchased by or furnished to the contractor	Federal Accounting Standards Advisory Board FSSAB letter No. 6	Annually, by September 30	DOE-WVDP Administrative Officer	DOE-HQ Office of Property Management Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
					DOE-EMCBC Government Property Administrator	
157.	Property Information Data System (PIDS) Report	Volume & original acquisition cost of govt. owned equipment for: Sensitive; \$10K - \$500K; and > \$500K	FAR 45; FAR 52.245-1; DEAR 945.102-70	Annually, by October 31	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-HQ Office of Property Management Information
158.	Personal Property Deferred Maintenance Disclosure Form	Measurement of Potential Deferred Maintenance on Personal Property	Federal Financial Accounting Standard No.6	Annually, by September 30	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-EMCBC Contracting Officer Information
159.	Financial Disclosure of Revenue Activities (Revenue Foregone Report)	Report goods and services that are sold to the public or other entities and also in the amount of revenues foregone resulting from these transactions	Statement of Federal Financial Accounting, Standard No. 7	Annually, by October 30	DOE-WVDP Administrative Officer DOE-EMCBC Government Property Administrator	DOE-WVDP Finance, DOE-EMCBC Contracting Officer and DOE-HQ Office of Property Management Information
160.	Property Management System Updates	Comprehensive property management system	Section C.2.12; FAR 52.245-1; 41 CFR 109	As required	DOE-WVDP Administrative Officer	DOE-EMCBC Property Management Specialist Review

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
					DOE-EMCBC Government Property Administrator	CO DOE- EMCBC Contracting Officer Approval
161.	Procurement System Updates	Comprehensive purchasing system	DEAR 952.245-5	As required	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Approval
162.	Annual activity report for internal audit(s)	Summary Report of all Annual Internal Audits, including copies of the reports reflecting the status of recommendations resulting from audits.	Section C.2.16.1	Annual, by June 30th	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Information
163.	Annual Internal Audit and Subcontract Audit plan(s)	Provide annual Internal Audit plans and Subcontract Audit plans for Contracting Officer approval	Section C.2.16.1	Annual, by June 30th	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Approval
164.	Small Business and Small Disadvantaged Business Subcontracting Plan Updates	Establishes dollars planned for award to Small, Small-Disadvantaged and Small Women-owned businesses	FAR 52.219-9	As required	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Approval
165.	Individual Subcontracting Report	Provides subcontracting information electronically for a specific DOE contract	FAR 52.219-9	Semi-annually (April 15 <sup>th</sup> and October 15 <sup>th</sup> ) and at contract completion	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Information
166.	Summary Subcontracting Report	Provides an annual electronic summary of subcontracts awarded by the Contractor for all of their DOE contracts	FAR 52.219-9	Annually by October 15th	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Information

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
167.	Travel Cost Summary	Quarterly Summary of all Travel Related Costs	DOE-HQ Requirement	Quarterly, by January 31, April 30, July 31, and October 31	DOE-EMCBC Contracting Officer or as delegated	DOE-WVDP Budget/ Finance and Contracting Officer Information
168.	Purchase Card/Travel Card Report	Purchase Card/Travel Card Report	DOE-HQ Requirement	As requested	DOE-EMCBC Contracting Officer or as delegated	DOE-WVDP Budget/ Finance and Contracting Officer Information
169.	Federal Managers Financial Integrity Act Report	Report of assurances on the status of internal controls	Federal Managers Financial Integrity Act	Annually, by July 1	DOE-EMCBC Contracting Officer or as delegated	DOE-WVDP Finance and DOE-EMCBC Contracting Officer Information
170.	Parent Organization Support Plan Updates	Annual submittal of Parent Organization Support Plan	Section H, <i>Parent Organization Support</i>	Annually, 90 days prior to the start of each fiscal year of contract performance	DOE-EMCBC Contracting Officer or as delegated	DOE-EMCBC Contracting Officer Approval
171.	Records Management Plan Updates, including updates to the following: <ul style="list-style-type: none"> <li>• File Plan Updates/Disposition Plan Updates,</li> <li>• Vital/Essential Records Inventory and Updates, and</li> <li>• Annual List of Electronic Information Systems</li> </ul>	Describes how the contractor will manage all life-cycle phases of Government-owned records and provides a clear delineation between Government-owned and contractor-owned records	Section C.2.13; DOE O 243.1; 36 CFR Chapter 12	Annually, by December 31	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC RMFO Review; DOE-EMCBC Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
172.	<b>RESERVED</b>					
173.	Phone and Email Updates List	Monthly listing of changes to employee phone and email contact information		Quarterly, by the 20 <sup>th</sup> of the Month	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Information
174.	Design Basis Security Risk Assessment (SRA), Updates	To document and capture changes to the WVDP Design Basis Security Risk Assessment	DOE O 470.3	As required	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Officially Designated Federal Security Authority Approval
175.	Water Withdrawal Report	Report annual water withdrawal (surface or groundwater) from Great Lakes Basin. Any person who withdraws or is operating a system or method of withdrawal that has capacity to withdraw >100,000 gallons of groundwater of surface water per day shall file a report with the NYSDEC.	Section H, <i>Environmental Compliance</i> ; NYSDEC Regulation	Annually, by March 15	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Representative Approval
176.	Environmental Management System (EMS) Updates	Ensure sites use a certified or conforming EMS as a management framework to implement programs to meet sustainability goals and support the fulfillment of environmental compliance obligations. Data submittals in deliverable #90.	DOE O 436.1 Section H, <i>Environmental Compliance</i>	Annually (due from contractor two (2) weeks prior to DOE-HQ submittal)	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Representative <del>Approval</del> <u>Infor mation</u>

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
177.	Environmental Data Management Plan Updates	Provide information on environmental data management system that will replace current LIMS/ELIMS on-site and optimize the integration of the current Geographic Information System (GIS) datasets, as applicable.	<del>DOE-O-436</del> Section C.2.2.1	Reviewed Annually and updated as needed	DOE-WVDP Assistant Director Office of Technical Services	DOE-EMCBC Contracting Officer Representative Approval
178.	Diversity Plan Updates	Contractor’s Plan to ensure diversity within the workforce	Section H, <i>DOE-H-2046 Diversity Program</i>	Reviewed annually, updated as needed	DOE-EMCBC Contractor Human Resources Mgmt. Team	DOE-EMCBC Contracting Officer Approval
179.	Annual Mercury Minimization Report	An annual status report which includes: (a) all MMP monitoring results for the previous year; (b) a list of known and potential mercury sources; (c) all actions undertaken pursuant to the strategy during the previous year; (d) actions planned for the upcoming year; and (e) progress toward the goal.	Section C.2.2; Section H, <i>Environmental Compliance</i> ; NYSDEC Regulation; SPDES permit	Annually <sup>1</sup> by June 15th	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officers Representative Approval
180.	Prime Contract Subcontracting Commitments	Report containing cumulative data through the quarter from the beginning of the Fiscal Year (FY)	DOE HQ Requirement	Quarterly by the fifth business day after each fiscal quarter	DOE-EMCBC Small Business Program Manager	DOE-EMCBC Small Business Program Manager Contracting Officer Information
181.	Annual Interim Completion Report	Annual Interim Completion Report on quantities excavated and disposed.	Section C.9.3.6	Annually, TBD	DOE-WVDP Director	DOE-WVDP Director Information



#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
182.	Public Affairs Program Description and Updates		Section C.2.10	As required	DOE-WVDP Director	DOE-WVDP Director Approval
183.	Legal Management Plan Updates	Facilitates management of retained legal counsel and contractor legal costs, including litigation and legal matter costs	10 CFR 719; Section H, <i>Legal Management</i>	As required	DOE-WVDP Attorney Advisor	DOE-EMCBC General Counsel; notification of any non-compliance or inadequate information
184.	Submission of Cost Invoices	Invoicing	Section G	As Required	DOE-WVDP Federal Project Director DOE-EMCBC Budget Analyst	DOE-EMCBC Contracting Officer Approval
185.	Fee Invoice	Fee Invoicing	Section G	As Required	DOE-WVDP Federal Project Director DOE-EMCBC Budget Analyst	DOE-EMCBC Contracting Officer Approval
186.	Graded Approach for Implementation of Contract Requirements Plan Updates	The Contractor shall submit an update to the Graded Approach for Implementation of Contract Requirements Plan for DOE approval upon issuance of any task orders.	Section C.0	As Required	DOE-WVDP Federal Project Director	DOE-WVDP Director Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
187.	Contractor Community Commitment Plan and Report on Progress (To be included in Section J)	The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.	Section H, DOE-H-2045	Annually  Semi-annual report on the progress of community commitment activities	DOE-WVDP Federal Project Director	DOE-EMCBC Contracting Officer Approval
188.	Advance Notification of Involuntary Separation (that doesn't require Workforce Restructuring Plan)	Notification on number of layoffs and positions prior to being enacted.	DOE O 350.3; Section H, <i>Workforce Restructuring</i>	As needed	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, Office of Legal Services and Contracting Officer Approval
189.	Variable Pay Programs/Incentives/Bonuses	Bonus/Incentive Programs	Section H, DOE-H-2001	30 days prior to implementation and upon revision	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, Office of Legal Services and Contracting Officer Approval

#	Report	Description	Reference/ Driver	Frequency	DOE Contact	Disposition Required
190.	Audit Report of Pension Plan in Accordance with ERISA Section 103		Section H, DOE-H-2001	Annually, not later than due date for filing IRS Form 5500	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Information
191.	Labor Relations Semi-Annual Report	Report of grievances, NLR and related issues	Section H, DOE-H-2028	Every 6 months by July 15 and January 15	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team Information
192.	Worker’s Compensation Insurance		Section H, DOE-H-2003	Prior to initial implementation and upon any changes thereto	DOE-EMCBC Contractor Human Resource Management Team	DOE-EMCBC Contractor Human Resource Management Team, Office of Legal Services and Contracting Officer Approval
193.	Professional Engineer process	The Contractor shall develop a process to delineate which products are stamped by a licensed professional engineer (and State licensing) for DOE’s approval	Section C.2.8	Within 3 months of effective date of implementation period	DOE-WVDP Assistant Director Office of Technical Services	DOE-WVDP Contracting Officers Representative Approval

<sup>1</sup>The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP in final form for review no less than 2 weeks prior to the regulatory agency due date to allow for adequate review.

<sup>2</sup> The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP in final form no less than 4 weeks prior to the regulatory agency due date to allow for adequate review.

<sup>3</sup> The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP in final form no less than 6 weeks prior to the regulatory agency due date to allow for adequate review.

<sup>4</sup> This deliverable shall be issued to DOE-WVDP in final form no less than 4 months prior to regulatory due date to allow for adequate review.

<sup>5</sup> The dates listed in the Frequency column are due dates to regulatory agencies. This deliverable shall be issued to DOE-WVDP in final form no less than 1 week prior to the regulatory agency due date to allow for adequate review.

## **Attachment J-5**

### **Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act) and Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act)**

~~To be inserted in Final RFP~~

~~This page intentionally left blank.~~

- 
- 1. Service Contract Act (SCA) Wage Determination No: 2015-4179, New York, 06/30/2023**
  - 2. Davis Bacon Act (DBA) Wage Determination General Decision Number: NY20230008, 09/22/2023**
  - 3. DBA Wage Determination General Decision Number: NY20230100, 09/01/2023**





**1. Service Contract Act (SCA) Wage Determination No: 2015-4179, New York, 06/30/2023**

**2. Davis Bacon Act (DBA) Wage Determination General Decision**  
**Number: NY20230008, 09/22/2023**

**3. DBA Wage Determination General Decision Number:**  
**NY20230100, 09/01/2023**

## **Attachment J-6**

### **Master Small Business Subcontracting Plan**

*Solicitation Note: The Contractor's executed Master Small Business Subcontracting Plan will be inserted here. See applicable Section I Clause entitled, FAR 52.219-9, Small Business Subcontracting Plan, and applicable Section H Clause entitled, Subcontracted Work.*

~~This page intentionally left blank.~~

## **Attachment J-7**

### **Performance Guarantee Agreement**

*Solicitation Note: The Contractor's executed Performance Guarantee Agreement will be inserted here. See applicable Section L Solicitation Provision and Attachment and applicable Section H Clause entitled, Performance Guarantee Agreement.*

---

~~This page intentionally left blank.~~

## **Attachment J-8**

### **Contractor's Community Commitment Plan**

*Solicitation Note: The Contractor's Community Commitment Plan will be inserted here. See applicable Section H Clause entitled, DOE-H-2045 Contractor Community Commitment.*



---

~~This page intentionally left blank.~~

## **Attachment J-9**

### **Performance Evaluation and Measurement Plan**

*Solicitation Note: The executed Performance Evaluation and Measurement Plan (PEMP) will be inserted here. See applicable Task Order instruction and Attachment.*

*Draft PEMP included for information only.*

**CONTENTS**

1. **CONTRACT ATTRIBUTES**.....1  
2. **PURPOSE** .....1  
3. **PERIOD** .....1  
4. **PROCESS**.....1  
5. **TERMS AND CONDITIONS**.....2  
6. **CHANGES** .....3  
7. **FEE STRUCTURE AND EVALUATION PROCESS** .....3  
8. **DEFINITION OF TERMS** .....4  
9. **ORGANIZATIONAL STRUCTURE**.....5  
10. **RESPONSIBILITIES**.....6

**EXHIBITS**

1. **AWARD FEE RATING TABLE (SUBJECTIVE EVALUATION CRITERIA)**.....8  
2. **RATING CRITERIA** .....10  
3. **RATING SUMMARY TABLE** .....11  
4. **AWARD FEE SUMMARY** .....12  
5. **AWARD FEE EVALUATION PROCESS** .....13

## **PERFORMANCE EVALUATION and MEASUREMENT PLAN**

### **1. CONTRACT ATTRIBUTES**

Contract Number ~~XX-XXXX-XXXXXXXXXX~~, *West Valley Demonstration Project (WVDP) Phase 1B*, was awarded in [TBD] as an Indefinite-Delivery Indefinite-Quantity contract with a 10-year ordering period. The scope includes completion of the WVDP Phase I B Project. The major elements of scope include, but are not limited to: Removal of the below-grade portion of the Main Plant Process Building (MPPB), Vitrification Facility (VF), Ancillary Support Building, and the remediation of soils within Waste Management Area (WMA)-1; Removal of the Radioactive Waste Water Treatment System, including the lagoons, and remediation of the soils within WMA-2; maintenance of the Remote Handled Waste Facility (RHWF); operation and maintenance (O&M) of the of Reservoir, Spillway & Rail Line; management of the Permeable Treatment Wall (PTW); management of the High Level Waste Canister Interim Storage Facility; management of the Waste Tank Farm; management of the Nuclear Regulatory Commission (NRC) Licensed Disposal Area; Waste Management and handling of nuclear materials; Safeguards and Security (S&S); Environmental, Safety, Health, and Quality Assurance (ESH&QA) requirements and business administration; and day-to-day operations, maintenance, and repair of designated facilities, systems, and equipment.. The purpose of this follow-on contract is to achieve completion of the WVDP Phase 1B mission at the West Valley site by successfully completing the environmental cleanup at the best value to the U.S. taxpayer.

### **2. PURPOSE**

The purpose of this PEMP is to define the methodology and responsibilities associated with determining the amount of award fee to be earned by TBD (hereafter referred to as the contractor). In accordance with FAR 16.4, *Incentive Contracts*, specifically subparagraph 16.401(e), “Award fee shall not be earned if the contractor’s overall cost, schedule, and technical performance in the aggregate is below satisfactory.” Furthermore, pursuant to FAR 16.401(e), the contractor shall not earn greater than 50% of available award fee if the contractor meets overall cost, schedule, and technical performance requirements and receives a “satisfactory” rating in accordance with the PEMP. To earn greater than 50% of available award fee, the contractor must exceed some, many, or almost all award fee criteria.

The purpose of fee is to motivate the contractor toward excellence and total contract performance and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas.

Specific subjective and objective performance measures that will be used to evaluate performance will be provided in the individual cost-plus-award-fee (CPAF) Task Orders (TOs).

### **3. PERIOD**

The PEMP covers the entirety of the contract. Ideally the Award Fee Board will meet and determine award fee annually on the same timeline as the Contractor Performance Assessment Reporting System (CPARS). However, the Contracting Officer (CO) shall determine the appropriate time and periodicity of the evaluation periods and Award Fee Board to coincide with TO completion and milestones. The evaluation periods shall be established at award of each TO.

### **4. PROCESS**

The PEMP outlines the organization and process for implementing the fee provisions of the applicable CPAF TOs. The Fee Determining Official (FDO) will evaluate the contractor's performance against the subjective Category of Performance (CP) and the performance based incentives (PBIs) incorporated in each TO. The total available award fee to be evaluated and the period of evaluation will be determined by the CO.

Formal performance evaluations will be conducted for the periods identified in each TO to establish the amount of fee payable for performance. Performance reviews of contractor strengths and weaknesses will be accomplished between the contractor and the site director at each interval, while a formal fee evaluation and determination by the FDO is completed as specified in each TO. Monthly performance reviews will also be presented by the contractor to the Technical Lead with a focus on accomplishment and performance, including schedule.

Section B.11 allows for provisional invoicing of up to 50% of award fee; however, based on the strength and weaknesses of the contractor's performance during the period, the CO may reduce the percentage of provisional fee in the period. Should the amount of the FDO determination be less than what was previously provisionally invoiced and paid, the contractor shall provide a credit to DOE within 30 days.

In accordance with contract clause Section B.11, *Provisional Payment of Fee* (OCT 2013), payments of award fee made by the Government to the contractor prior to the end of the contract may be provisional until the FDO determines the contractor has fulfilled its ultimate contractual obligations in terms of the contract.

The final evaluation converting provisionally earned fee to final fee will be documented by the FDO in accordance with the criteria defined in the PEMP and terms of the contract.

A TO modification will be issued within 15 days for FDO decision to document the earned and/or unearned fee. Award fee not earned shall not be eligible to be earned in any future period(s).

The PEMP implements the requirements of Acquisition Letter (AL)-2014-02, *Provisional Payment of Fee*, dated October 29, 2013; and the Memorandum from the Deputy Secretary of Energy entitled *Aligning Contract Incentives for Capital Asset Projects* (S-2 Memo) dated December 13, 2012.

## **5. TERMS AND CONDITIONS**

The following contract sections incorporated herein by reference work together and document award fee administration and process for provisional and final (earned) payment of fee:

### **(a) TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated for the convenience of the Government (Clause I.192), any remaining award fee in the current period may be available for equitable adjustment in accordance with the termination clause of the contract. All out year(s) fee in any period after termination shall be considered unearned and therefore shall not be paid.

### **(b) TERMINATION FOR DEFAULT**

In the event the contract is terminated for default, any remaining award fee in the current period shall be considered unearned and therefore shall not be paid. The remaining fee for all periods, after termination, shall be considered unearned and therefore shall not be paid.

## 6. CHANGES

All significant changes to the PEMP organization and process are approved by the FDO after DOE coordination. The CO will provide the contractor a written 30-day advance notice of changes to the PEMP before implementation.

Changes that do not impact the approved PEMP criteria or processes, such as editorial clarifications, personnel changes or other insignificant changes may be made by the Performance Evaluation Board (PEB) Chairperson and incorporated herein. The CO is not required to provide the 30-day advance notice to the contractor for editorial clarifications but will update and issue as required.

The contractor may recommend changes to the CO no later than 60 days prior to the beginning of each evaluation period; however, the CO maintains the unilateral right to incorporate changes. Such changes shall be incorporated in accordance with contract clauses and DOE Acquisition Guide, Chapter 16.405 (April 2018). In the event DOE does not make a determination, the contractor's request shall be deemed denied.

## 7. FEE STRUCTURE AND EVALUATION PROCESS

Table B-3 of each TO includes the following: Available Fee as Originally Ordered, Fee Associated with Task Order Changes, Total Available Fee, Available Fee Earned and Paid, and Fee Forfeited. All changes resulting from TO modifications impacting award fee changes, will be identified within the impacted TO.

### (a) BASE FEE

If applicable, DOE will assess the contractor's performance in accordance with Contract Section B.2, *Type of Contract*.

### (b) AWARD FEE

In accordance with FAR 16.4, *Incentive Contracts*, the amount of award fee earned shall be commensurate with the contractor's overall cost, schedule, and technical performance as measured against contract requirements in accordance with the criteria stated in this PEMP and the individual TOs. The award fee process supports the principles aligning contractor and taxpayer interests as described in the Deputy Secretary's December 13, 2012, memorandum entitled *Aligning Contract Incentives for Capital Asset Projects*. Exhibit 5, *Award Fee Evaluation Process* flowchart, depicts the award fee process.

Category of Performance (CP) adjectival ratings pursuant to FAR 16.4, *Incentive Contracts*, are identified within each applicable TO and are used to evaluate the subjective criteria. Fee associated with subjective CP are considered earned in the evaluation period based on the FDO recommendation. DOE reserves the right to evaluate any and all of the contractor's processes and procedures in these categories of performance.

Award fee associated with not meeting a subjective area, shall not be available for payment in this or any other contract period.

The contractor shall submit self-assessment reports for each evaluation period for each TO describing performance. The self-assessment shall include the Contract Performance Baseline estimated cost for the work scope in the period of performance as well as the actual cost incurred

ATTACHMENT J-9

for the work scope.

The contractor’s certificate of completion (provided below) shall be provided and will include associated documentation such as, acceptance/test reports, shipping manifest or other proof of completion. The Technical Lead will perform a site walk-down to verify completion. The reduction and completion recommendations are presented to the FDO during the evaluation process.

If the contractor’s total cost of performance in the period exceeds the TO Performance Baseline, then the total available award fee pool for the evaluation period shall be reduced by the percentage shown in the table. This reduction is first applied to the total available award fee pool by the Project Team Evaluators (PTEs) and provided as a recommendation to the PEB. No additional fee shall be added to the contract nor shall any fee be paid on costs related to the overrun.

**Cost Overrun Table**

<b>Cost Overrun (%)</b>	<b>Available Fee Reduction (%)</b>
0 – 10.00%	0%
10.01 – 11%	1%
11.01 – 12%	2%
12.01 – 13%	3%
13.01 – 14%	4%
14.01 – 15%	5%
15.01 – 16%	7%
16.01 – 17%	9%
17.01 – 18%	11%
18.01 – 19%	13%
19.01 – 20%	15%
>20%	15%

**(c) NOTIFICATION OF FEE BY TASK ORDER MODIFICATION**

The contractor will be notified by TO modification of the total amount of fee earned and the amount of fee unearned in the period allowing the contractor to invoice the actual dollar amount of the determination minus the quarterly provisional fee payments.

**8. DEFINITION OF TERMS**

- (a) Award Fee Available:** The total amount of available award fee that is allocated across the performance evaluation periods.
- (b) Evaluation:** The evaluation conducted in accordance with the PEMP. This evaluation by the FDO will be used to determine the earned fee for the evaluation period.
- (c) Available Fee:** The fee the Contractor might earn but has not yet earned.
- (d) Clause:** A term or condition used in this contract.
- (e) Contract Award Fee Pool:** For the contract, the total amount of available award fee that can be allocated across all of the contract’s evaluation periods.

ATTACHMENT J-9

- (f) **Contracting Officer (CO):** The individual authorized to commit and obligate the government through the life of the contract. The CO is an advisor to the PEB.
- (g) **Cost Plus Award Fee Contract:** A CPAF contract is a cost-reimbursement contract that provides for a fee consisting of a base amount (base fee) fixed at inception of the TO and an award amount, based upon a judgmental evaluation by the Government, sufficient to provide motivation for excellence in contract performance (FAR 16.305).
- (h) **Earned Award Fee:** The total amount of award fee determined earned by the Government after meeting the contractual requirements entitling it to fee. Does not occur until the contractor has met all conditions stated in the contract for earning fee.
- (i) **Fee Determining Official (FDO):** The DOE Official who reviews the recommendations of the PEB and determines the amount of award fee to be earned by the contractor for the evaluation period (FAR 16.001). The FDO is the Manager of the WVDP Office. This authority has been delegated by the Office of Environmental Management Head of Contracting Activity (HCA).
- (j) **Formal Evaluation:** The evaluation conducted at the end of the contract period whereas DOE makes a determination that the contractor has met all conditions stated in the contract for earning fee. This evaluation by DOE will be used to convert provisional fee to final fee.
- (k) **Final Fee:** Fee payable upon final determination that the contractor has met the contractual obligations in accordance with the terms of the contract.
- (l) **Incentive:** A term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
- (m) **Performance Evaluation Board (PEB):** The group of individuals who have been designated to provide a recommendation to the FDO in making award fee determinations (FAR 16.001).
- (n) **Performance Evaluation Board Chair:** The PEB chairperson is the DOE WVDP Site Director. The Site Director is the senior executive responsible for all DOE activities at the WVDP Site.
- (o) **Project Team Evaluator (PTE):** The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis.
- (p) **Provisional Award Fee:** Portion of the Award Fee Pool provisionally invoiced for performance during a particular evaluation period. Provisional fee may not become earned fee until the contractor has met all conditions of the contract as determined by the FDO.
- (q) **Provisional Payment of Fee:** The Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee. Provisional payment of fee has no implications for the Government's eventual determination that the contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee.
- (r) **Technical Lead:** The individual who is responsible to lead the evaluation process.

## 9. ORGANIZATIONAL STRUCTURE



The organizational structure of the award fee process is established to ensure a fair and full evaluation of the contractor's performance. Independent assessments, first performed at the site level, are reviewed at each stage and presented through the Technical Lead and PEB to the FDO. The FDO then performs an independent assessment at an executive-level.

The Manager, WVDP, serves as the FDO and has established the PEB. The PEB assists the FDO in the award fee determination by recommending an adjectival rating for the contractor's performance and documenting the analysis and recommendation in the Performance Evaluation Report (PER). If a PEB member is absent, the FDO will approve an alternate with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. See Exhibit 5 for the flowchart of the Award Fee Evaluation Process.

## 10. RESPONSIBILITIES

Advisors consist of the Technical Lead, the CO, and a Contracts Attorney. The advisors assist as requested and reviews the process to ensure the contract, TO, PEMP, and other requirements are being followed.

### (a) Project Team Evaluators (PTEs)

PTEs will continually monitor and evaluate the contractor's performance on the PEMP. PTEs use Exhibit 2, *Rating Criteria*, to document the strengths and weaknesses to the Technical Lead. Each PTE member determines numerical ratings for the subjective CPs which are then entered into the Exhibit 3, *Rating Summary Table*. The PTEs also perform a technical assessment and summarize completion of each PBI for the period. The PTE maintains all file documentation and will ensure the contractor has established adequate procedures to prevent recurrence of any identified weaknesses.

### (b) Technical Lead

- (1) Reviews the contractor's monthly Performance Schedule,
- (2) Compiles and presents performance strengths and weaknesses to the contractor on a frequency determined by the CO,
- (3) Serves as advisor to and coordinator for the PEB,
- (4) Coordinates PTE evaluations,
- (5) Compiles information from Exhibit 2 Rating Criteria,
- (6) Summarizes the PTE numerical ratings from Exhibit 3 Rating Summary Table,
- (7) Selects an adjectival rating based upon PTE numerical rating and personal observations of performance,
- (8) Compiles the PBI completion reports,
- (9) Summarizes the Contractor's performance in a draft performance evaluation report,
- (10) Notifies the PEB members, advisors, and the contractor of the date and time of the PEB meeting, and
- (11) Presents the Contractor performance information including (Exhibit 2, Exhibit 3, PBI status, draft PER, and the contractor's self-assessment) to the PEB.

### (c) Performance Evaluation Board (PEB)

- (1) The PEB Chairperson will regularly meet with the Contractor to discuss strengths and weaknesses in performing the contract to include the performance work statement and the performance schedule and cost, allowing the Contractor to implement corrective actions prior to the end of the performance period.

ATTACHMENT J-9

- (2) The PEB Chairperson will establish dates, times, and location for the PEB meeting to ensure the evaluation is presented to the FDO within 45 days following the end of the evaluation period.
- (3) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:
  - i. Evaluations submitted by the Technical Lead including Exhibit 2, Exhibit 3, PBI status, draft PER, and the contractor's self-assessment.
  - ii. Information considered appropriate by the PEB.
  - iii. Contractor's written and/or oral critical self-assessment of performance.
- (4) Using Exhibit 4, *Award Fee Summary*; each PEB member will individually document an adjective rating from Exhibit 1, *Award Fee Rating Table*, and provide supporting rationale. In addition, the PEB will arrive and document a consensus opinion using Exhibit 4.
- (5) The PEB Chairperson will collect the PEB members' *Award Fee Summary*, Exhibit 4, and review them. If any PEB member's adjective rating is below "Satisfactory" and this rating is lower than the PTE corresponding adjective rating for that same area, appropriate discussions with the member should be conducted to determine the member's rationale behind the rating. Lowering the adjective rating to below "Satisfactory" requires specific reasons and must be presented to the Chairperson.
- (6) After review, the Chairperson prepares a cover letter to the FDO to transmit Exhibit 4 adjectival ratings, final PER, and PBI evaluations.

**(d) Fee Determining Official (FDO)**

- (1) The FDO approves PEB members.
- (2) The FDO determines the final adjectival rating and associated provisionally earned fee for the period.
- (3) The FDO notifies the CO and signs the letter notifying the Contractor of the award fee amount.

**(e) Contracting Officer (CO)**

- (1) The CO will prepare the letter for the FDO's signature notifying the Contractor of the amount of award fee provisionally earned for the evaluation period. The letter will identify any specific areas of strengths and weaknesses in the contractor's performance as documented in the PER.
- (2) The CO will unilaterally modify the TO to decrease the total value of the TO and award fee pool commensurate with the amount of the provisional fee unearned. The modification will be issued to the contractor within 15 days after the FDO evaluation. All fee not provisionally earned shall be forfeited and not available in subsequent evaluation periods.
- (3) In accordance with HCA, Office of Environmental Management Directive, (EM HCA Directive 2.6, Dated June 11, 2012), the CO will post the following documents to the WVDP Phase 1B website: (a) one-page scorecard, (b) FDOs Award Fee Determination Letter, (c) final Performance Evaluation Report.

**EXHIBIT 1. AWARD FEE RATING TABLE (Subjective Evaluation Criteria)**

<b><u>AWARD FEE RATING TABLE</u></b>		
<b><u>ADJECTIVE RATING</u></b>		<b><u>DEFINITION</u></b>
<b>EXCELLENT</b>	91%-100%	Contractor has exceeded all or almost all of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the TO in the aggregate as defined and measured against the criteria in the TO and the award fee plan for the award fee evaluation period.
<b>VERY GOOD</b>	76%-90%	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the TO in the aggregate as defined and measured against the criteria in the TO and the award fee plan for the award fee evaluation period.
<b>GOOD</b>	51%-75%	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the TO in the aggregate as defined and measured against the criteria in the TO and the award fee plan for the award fee evaluation period.
<b>SATISFACTORY</b>	No Greater Than 50%*	Contractor has met overall cost, schedule, and technical performance requirements of the TO in the aggregate as defined and measured against the criteria in the TO and the award fee plan for the award fee evaluation period.
<b>UNSATISFACTORY</b>	0%*	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the TO in the aggregate as defined and measured against the criteria in the TO and the award fee plan for the award fee evaluation period.

\*NOTE: For those elements receiving a score of below 50, no fee will be provisionally earned. Any fee not provisionally earned will be forfeited and not available in subsequent evaluation periods.

EXHIBIT 1. AWARD FEE RATING TABLE (Subjective Evaluation Criteria) (continued)

<b>AWARD FEE CONVERSION CHART</b>		
<b><u>ADJECTIVE RATING</u></b>	<b><u>EVALUATION POINTS (OVERALL WEIGHTED RESULT)</u></b>	<b><u>POSSIBLE PERCENTAGE OF AWARD FEE EARNED</u></b>
EXCELLENT	23-25	91 to 100%
VERY GOOD	19-22	76 to 90%
GOOD	14-18	51 to 75%
SATISFACTORY	8-13	No Greater Than 50%
UNSATISFACTORY	0-7	0%

<b><u>CATEGORY OF PERFORMANCE (CP)</u></b>	<b><u>Relative Weightings of Fee by CP</u></b>
1. To Be Specified in Each TO	TBD%
2. To Be Specified in Each TO	TBD%

**CP Methodology:**

1. PTE assigns rating (0-25) for each Category of Performance.
2. Multiply weighting percentage to each CP to arrive at weighted result.
3. Add weighted results together to arrive at overall weighted result.

**Example:** PTE Ratings-

1. Quality and Effectiveness in Performing CP#1 = 23
2. Quality and Effectiveness in Performing CP#2 = 22

Weighted Result:  $(23 \times 60\%) + (22 \times 40\%) = 22.6$  or 23

Adjective rating (Award Fee Conversion Chart) = Excellent

Rounding Rule: 0.5 and above is rounded up to the next whole number.

**FDO Decision**

The earned award fee amount indicated by the use of a conversion table or graph is a guide to the FDO. Use of the Award Fee Conversion Chart (in Exhibit 1) does not remove the element of judgment from the award fee process

<b>EXHIBIT 2. RATING CRITERIA</b>					
<b>Category of Performance (Other Established Performance Criteria)</b>					
<b>CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)</b>	<b>RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)</b>				
	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>SATISFACTORY</b>	<b>UNSATISFACTORY</b>
<b>(1) TBD</b>					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
TBD					

<b>EXHIBIT 2. RATING CRITERIA</b>					
<b>Category of Performance (Other Established Performance Criteria)</b>					
<b>CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)</b>	<b>RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)</b>				
	<b>EXCELLENT</b>	<b>VERY GOOD</b>	<b>GOOD</b>	<b>SATISFACTORY</b>	<b>UNSATISFACTORY</b>
<b>(2) TBD</b>					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
TBD	NOTES ON STRENGTHS AND WEAKNESSES				

**EXHIBIT 3. RATING SUMMARY TABLE**  
**PTE RATINGS**

<b>PTE'S CATEGORY OF PERFORMANCE RATING</b>  <i>Instructions: Each PTE Member assigns ratings (0-25 evaluation points) for the applicable Category of Performance in the spaces below &amp; the Technical Lead select Adjective Rating.                      --PTE members are <u>not</u> obligated to score each category. PTE members may designate a category as "N/A" for any category not in their experience for the period.</i>	<b>Performance of DOE TO pursuant to TBD (TBD%)</b>	<b>TBD (TBD%)</b>
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<i>Signature of PTE</i>		
<b>WEIGHTED RESULTS</b>		
<i>Signature and Rating of Technical Lead</i>		
Technical Lead tabulates PTE ratings in the weighted results and then provides his/her own overall rating for presentation to PEB. Include comments here and also a fully documented written summary assessment.		

**EXHIBIT 4. AWARD FEE SUMMARY**

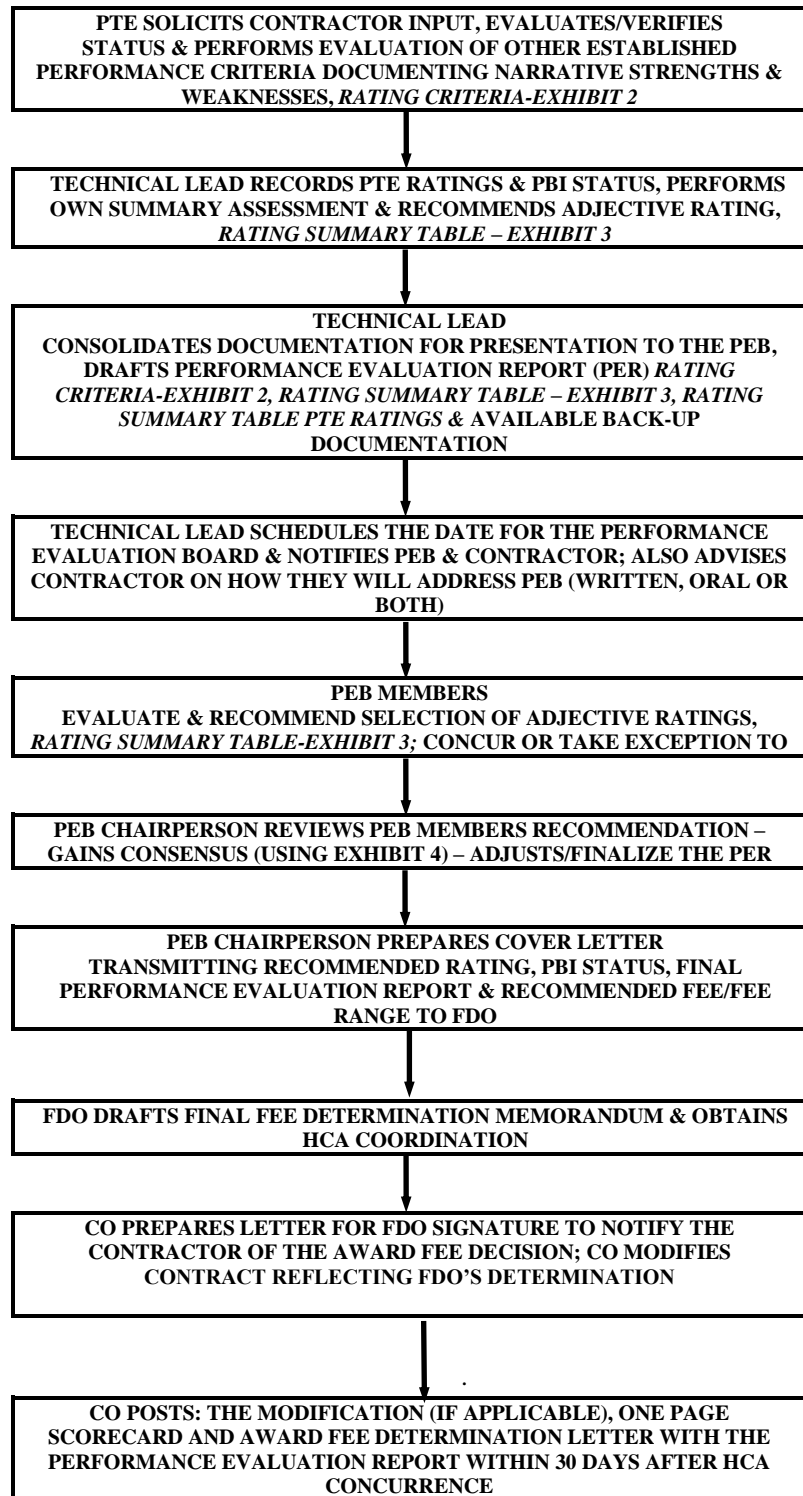
<b><u>PEB EVALUATION AND SELECTION OF ADJECTIVE RATINGS</u></b> <i>PEB Member Selects Adjective Rating</i>	<b>Performance of DOE Contract pursuant to TBD (TBD%)</b>	<b>TBD (TBD%)</b>
<i>Signature of PEB</i>		
<i>Signature of PEB</i>		
<i>Signature of PEB</i>		
<i>Technical Lead Summarizes -</i>		

<b><u>PEB Chairperson -- Adjectival Rating</u></b>	<b><u>Adjectival Rating Recommendation and Basis of Recommendation</u></b>
<i>Signature of PEB Chairperson</i> <span style="float: right;"><i>Date</i></span>	

<b><u>PEB Chairperson -- PBI Completion Status</u></b>	<b><u>PBI Completion / Fee Recommendation and Basis of Recommendation</u></b>
<i>Signature of PEB Chairperson</i> <span style="float: right;"><i>Date</i></span>	

<b><u>Fee Determining Official (FDO)</u></b>	<b><u>FDO Determination and Basis of Determination</u></b>
<i>Signature of FDO</i> <span style="float: right;"><i>Date</i></span>	

### **EXHIBIT 5. AWARD FEE EVALUATION PROCESS**





## **Attachment J-10**

### **IDIQ Labor Rate Schedule**

The rates included in Section J, Attachment J-10 are binding on the Contractor for the purposes of Task Order pricing.

The purpose of this Labor Rate Schedule is to establish the labor rates to provide a basis for pricing post award Task Orders, including any Task Order changes. The labor rates will be used for Task Order pricing but will not be used for billing purposes. For cost reimbursement Task Orders, the actual allowable costs incurred in performance of the work will be used for billing purposes in accordance with the cost reimbursement terms of the IDIQ Contract and Task Orders. The labor rates will be in effect for the first year of the IDIQ Contract. The same labor rates will apply for the second year of the IDIQ Contract, including an escalation rate of [TBD]% to be negotiated post award. An adjustment to any of the labor rates may become necessary after the second year, or sooner if determined by the Contracting Officer. Any changes to the labor rates included in this Attachment will be made via Contract modification.

Solicitation Note: *The Contractor's approved IDIQ Labor Rate Schedule will be inserted here.*

---

~~This page intentionally left blank.~~

DRAFT

## **Attachment J-11**

### **WVDP - Task Order Tracking Matrix**

---

~~This page intentionally left blank.~~

---

**Attachment J-11. WVDP Task Order Tracking Matrix**

<b>Task Order</b>	<b>STRIPES Number/Issue Date</b>	<b>Task Order Title and Summary Scope</b>	<b>Type</b>	<b>Period of Performance</b>
1	TBD	<b>Contract Transition (See Section L Attachment L-7)</b>	Cost (No Fee)	120 days
2	TBD	<b>Implementation Period*</b> Continuation of on-going scope	Cost Plus Fixed Fee	6 months, starting immediately following completion of Task Order 1
3	TBD	Base Operations (Core Functions, Safeguards & Security, Site Operations/Maintenance, Permeable Treatment Wall, NRC Licensed Disposal Area, Waste Management and Nuclear Materials)	Cost Plus Award Fee	TBD
4	TBD	D&D (Facility Disposition)	TBD	TBD

\*Draft Task Order 2 provided in reference library.

## **Attachment J-12**

### **Contract Security Classification Specification**

*Note: The Contractor's executed Security Classification Specification will be inserted here after award. See applicable Section H Clauses.*

~~This page intentionally left blank~~