

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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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, *Ordering Under a Multiple Award Contract*.

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, Cost-Plus-Incentive-Fee (CPIF) and Cost-Plus-Award-Fee (CPAF) Task Orders. FP Task Orders can include, but are not limited to, Firm-Fixed-Price (FFP) Task Orders. The preference is CPIF, CPAF, and FFP Task Orders. Task Orders issued under this Contract will define objective performance criteria for completion of contract objectives, as applicable.

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

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
00001	Base Small Business Nationwide DD&R IDIQ	\$2,000,000,000	10 years from the effective date of the contract

Each Task Order will include a cost or price based on the Contractor’s proposal for the Task Order (see Section H, *Ordering Under a Multiple Award Contract*) 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-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].

(b) 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: 15%

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) 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].

(c) 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]

(d) 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 services 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

1. The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-19, *Ordering Limitations*, is **\$10,000**.
2. The maximum value of services to be ordered as required by Section I, FAR 52.216-19, *Ordering Limitations*, is **\$2,000,000,000**.
3. All Task Orders issued under this Contract count toward the maximum value of **\$2,000,000,000** 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)

1. Task Order fee/profit ceilings will adhere to the following criteria.
 - (1) *CPIF Task Orders*. The maximum fee amount shall not exceed 15 percent of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be proposed 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 proposed 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) *Hybrid Task Orders*. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.
 - (4) *Firm Fixed Price Task Orders*. The profit ceiling amount that can be proposed, as specified as a percentage of the proposed cost, is [Offeror Fill-In] percent.

2. The fee (target, award, or fixed)/profit amount for each Task Order shall be proposed and 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.
3. 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 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034 – 2038**
\$ Amount*	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<p>*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.</p> <p>** This funding may be available if Task Orders are issued that extend beyond the 10-year ordering period.</p>											

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 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.9 Provisional Payment of Fee (Oct 2013) (Revised) (Applies to CR Task Orders only)

- (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) 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) 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) 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) 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) 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) 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 Contracting Officer's determination; and
 - (2) If the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer'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) 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 50 percent of the target and/or available fee for the Task Order, pending satisfactory performance. **[Note: Paragraph (i) is not part of the AL and must be approved by OAM for each respective procurement.]**

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

This Clause supplements the Section I Clause DEAR 970.5217-3 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 Limitation of Government's Obligation (Applies to FFP Task Orders only)

- (a) This contract's fixed-price Task Orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract 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 contract 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 contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract 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 included in this contract:
 - (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 contract 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 contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract'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 contract 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 the contract requires for the CLIN or Task Order.
- (d) The fixed price for each CLIN or Task Order is listed in Section B of this contract.
- (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 separately for Task Orders issued under CLIN 00001, 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 contract's 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, this contract to that point will be considered a simple fixed-price contract for that 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 under the contract 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 contract execution, that is, the Contractor agrees that: it will perform the work of the contract 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 contract execution and the

Contractor retains all of its obligations as if the CLIN or Task Order were fully funded as of the time of contract 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 to the contract; 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 to the contract 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 in the contract 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 Contracting Officer 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 to the contract 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 contract;
 - (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 to the contract 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 to this contract for the CLIN or Task Order; and
 - (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or Task Order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer 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 Contracting Officer, shall affect the amount allotted by the Government to this contract 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 to this contract for a CLIN or Task Order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract 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 this contract 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					

PART I – THE SCHEDULE

SECTION C

PERFORMANCE WORK STATEMENT

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C.0 Overview and Background

Background

The Department of Energy's (DOE) Office of Environmental Management (EM) Consolidated Business Center (EMCBC) supports the Under Secretary for Management & Performance in carrying out EM functions of reduction and cleanup of the environmental legacy of the Nation's nuclear weapons program and Government-sponsored nuclear energy research. The EM Program is the largest, most diverse, and technically complex environmental cleanup program in the world and includes responsibility for cleanup of 107 sites across the country. Included in that responsibility is the need to:

- Safely disposition nuclear waste and materials;
- Safeguard materials that could be used in nuclear weapons; and
- Deactivate and decommission several thousand contaminated facilities no longer needed to support the Department's mission and remediate extensive surface and groundwater contamination.

In response to Defense Nuclear Facilities Safety Board Recommendation 2004-1 dated October 2006, EM was reorganized to align the cleanup vision and mission and to ensure environment, safety, and health requirements and controls are integrated into Federal work activities, and within EM federal and contractor activities. In order to best assist the remaining site offices in fulfilling the EM cleanup mission and program objective, the EMCBC is seeking Deactivation, Decommissioning, and Removal (DD&R) services.

Purpose

The purpose of this procurement is to establish a contract vehicle DOE can use at sites nationwide to acquire timely, cost-effective, legally sound DD&R and associated support services from Small Businesses to further the government's mission toward reducing environmental liabilities. 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 EM's environmental liability.

The EMCBC will procure the services described below by issuing performance-based Task Orders under this basic Indefinite-Delivery-Indefinite-Quantity (IDIQ) Contract. Performance-based contracting defines Contractor performance expectations in terms of outcomes or results rather than methods, processes, systems, or broad categories of work activity.

Each Task Order will include a detailed Performance Work Statement (PWS) describing the work to be accomplished. The Contractor shall accomplish the work described in the Task Order PWS, including providing deliverables, in a timely and professional manner that meets the needs of the DOE. The Contractor shall provide and manage skilled and qualified personnel and shall comply with all applicable training and qualification programs to perform the work described in the Task Order PWS.

Required services may also include programmatic and field support activities such as technical report writing, environmental compliance, transportation services, field sampling, radiological surveys, direct measurements, sample analyses, and preparation of related technical documents. Further technical support, such as verification, as well as health physics, surveys, and audit/assessment activities may be requested by the DOE.

The Contractor's performance will be monitored by the Contracting Officer (CO) and/or the designated Contracting Officer's Representative (COR) through regular status reports; meetings with Contractor personnel; and receipt, review and approval of deliverables or other reports identified in the Contractor in Task Orders issued under the Contract.

In performing the services, the Contractor may be required to cooperate and interface with other EM contractors. The extent of this cooperation and the parties involved, if any, will be described in detail in the individual Task Orders issued under this basic IDIQ Contract.

Location of Work

Work will be performed at the various DOE Sites. The place of performance will be specified in each individual Task Order. The various DOE locations include, but are not limited to, the EM Cleanup Sites page at <https://www.energy.gov/em/cleanup-sites>.

Note: PWS Sections in C.1, C.2, and C.3 provide a description of PWS areas that are included in the basic IDIQ Contract. Not all the PWS areas listed in C.1, C.2 and C.3 will be applicable to every Task Order. Each Task Order will identify the specific applicable PWS area(s) and may add further specific work requirements and deliverables.

C.1 Transition Activities/Task Order Implementation

The desired outcome is smooth Transition/Task Order Implementation of responsibilities for execution of the Contract and each Task Order maintains and avoids or minimizes disruptions to ongoing operations and/or accomplishment of the DOE mission.

The goal of the Transition/Implementation process is to ensure terms and conditions of the Contract and each Task Order are fully understood by the Contractor and the Contractor demonstrates readiness to assume responsibility seamlessly prior to assumption of responsibility for performance of the Task Order.

The objectives of Transition/Task Order Implementation are to complete a safe, effective, and efficient transfer of responsibility for execution of the Task Order with minimal disruption to ongoing operations. Transition requirements will be determined within each Task Order.

C.2 Program Support Services

The Contractor shall be responsible for documenting compliance with requirements described in agreements between DOE and federal and state regulatory agencies and DOE directives that contain Contractor Requirements Documents (CRD) as well as DOE directives that do not contain a CRD but include Contractor Requirements. The primary purpose of this section is to assist in describing specific responsibilities of the Contractor within performance of this

Contract. The following subsections address management systems and programs that may be applicable in implementing each Task Order to perform the EM mission safely and effectively. For each subsection, the Contractor may use current/existing contractor company-level programs, and/or consensus standards to develop Task Order-level implementing documents (deliverables), such as plans and reports if approved by the CO. The Contractor may adopt, as applicable, any DOE approved plans and implementing procedures, manuals, and associated training/qualification curriculum at the effective date of the transition, provided the Contractor has formally reviewed and accepted the documents to ensure compliance with contract requirements, current regulatory requirements, DOE directives, and the Contractors' organizational roles and responsibilities. Detailed information regarding specific requirements for each subsection will be provided in each Task Order as applicable.

NOTE: Directives are the Department of Energy's primary means of establishing policies, requirements, responsibilities, and procedures for Departmental elements and contractors.

NOTE: For this Contract, a management system is defined as a set of interrelated or interacting elements of an organization to establish policies and objectives, and processes to achieve those objectives.

C.2.1 Human Resources

The Contractor shall develop, implement, and administer compensation and benefit programs that will attract and retain competent, productive employees. These programs shall facilitate achievement of objectives and business strategies in support of DOE missions in a cost-effective manner in accordance with DOE O 350.1, *Contractor Human Resource Management Programs*.

C.2.2 COVID Safety Protocols

The Contractor shall develop safety protocols to ensure the continued operation of DOE sites and facilities under health and safety emergencies as designated by the President and implement Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors in accordance with DOE O 350.5, *COVID Safety Protocols for Federal Contractors*.

C.2.3 Project Management

The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, and disciplined change control processes. The Contractor shall ensure that project management practices are used in the performance of work including the development of project management plans, baselines, and disciplined change control processes. Project measurement and reporting for destruction and removal of physical facilities or systems (work performed under DD&R) shall be performed in accordance with DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

The Contractor shall develop and deploy technology-related activities required to optimize DOE-EM cleanup efforts in order to decrease life cycle costs and/or schedules. Technology Development and Deployment (TD&D) shall be performed in accordance with DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*.

C.2.3.1 Project Integration and Control and Earned Value Management

The Contractor shall comply with the requirements of the Section H Clause entitled, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by a qualified, independent, third party selected by the DOE Office of Project Management (DOE-PM).

C.2.3.2 Project Performance Reporting

The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution, project planning and execution; project performance reporting, audit, and evaluation; and other DOE performance assessment and information needs.

C.2.3.3 Cost Estimating

The Contractor shall prepare cost estimates in accordance with the requirements in Section H Clause entitled, DOE-H-2023, *Cost Estimating System Requirements*, and Section H Clause entitled, *Task Ordering Procedure*, of this Contract.

C.2.3.4 Scheduling

The Contractor shall develop a schedule for each Task Order scope. The Contractor's schedule shall be resource loaded. The schedule shall include the proposed Task Order's scope of work identifying the logic ties and dependencies between already contracted Task Order scopes of work, if any, and the new Task Order work scope. The Contractor shall use project management software used for planning, scheduling, and managing DOE capital asset project work (Oracle Primavera P6 is the typical project software). If P6 is not used, scheduling software must be compatible or transferrable to P6 format.

C.2.3.5 Risk Management

The Contractor shall develop and/or implement risk planning (update the risk register and analysis for each subsequently awarded Task Order), identifying 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.

C.2.4 Environment, Safety, Health & Quality

The Contractor shall develop and integrate management systems and/or programs for the implementation of the multiple requirements bases for Environmental, Safety, Health, and Quality (ESH&Q) assessments activities within the scope and processes defined by the Contract and in accordance with 10 CFR 830, *Nuclear Safety Management*. Where appropriate, the Contractor shall use a graded approach to implement the requirements of this part, document the basis of the graded approach used, and submit that documentation to DOE. The graded approach may not be used in implementing the unreviewed safety question (USQ) process or in implementing technical safety requirements.

The Contractor shall establish and maintain a single Integrated Safety Management (ISM) program as required by 48 *CFR* 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*.

The Contractor shall report all occupational safety and health information as required in DOE O 231.1, *Environment, Safety, and Health Reporting*. This reporting shall include electronic submission of injury and illness reports using the Computerized Accident/Incident Reporting System (CAIRS).

C.2.4.1 Worker Safety and Health Program

The Contractor shall develop (or adopt if Contractor determines an existing program meets requirements) and implement a Worker Safety and Health Program (WSHP) that complies with 10 *CFR* 851, *Worker Safety and Health Program*. The program shall include Industrial Hygiene.

C.2.4.1.1 Workplace Substance Abuse Program

The Contractor shall comply with the authorities and requirements for Workplace Substance Abuse Program (WSAP) in accordance with 10 *CFR* 707, *Workplace Substance Abuse Programs at DOE Sites* and 49 *CFR* 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. The Contractor shall incorporate the WSAP into all subcontracts with personnel in testing-designated positions.

C.2.4.1.2 Safety Culture

The Contractor shall adopt and continuously improve organizational culture (core values and behaviors), Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation in accordance with DOE O 442.1, *Department of Energy Employee Concerns Program* and DOE-H-2083, *Safety Culture*.

C.2.4.2 Radiation Protection Program

The Contractor shall develop and implement a Radiation Protection Program (RPP) to establish requirements to protect the public and environment against undue risk from radiation associated with radiological activities conducted under control of the DOE. The program shall comply with the requirements of 10 *CFR* 835, *Occupational Radiation Protection*, and include further requirements found in DOE O 458.1, *Radiation Protection of the Public and the Environment*. The Contractor shall take all actions necessary to preclude serious injuries and/or fatalities; keep worker radiation exposures and environmental releases As Low As Reasonably Achievable (ALARA) and below established limits; minimize the generation of waste; maintain or increase protection of the environment; and maintain or increase public and worker safety and health.

C.2.4.3 Nuclear Safety

The Contractor shall develop and/or implement a nuclear safety program that complies with the requirements of 10 *CFR* 830, *Nuclear Safety Management*, including Subpart A, *Quality Assurance Requirements*, (the Subpart A Quality Assurance shall be part of C.2.4.4) and Subpart

B, *Safety Basis Requirements*. The Contractor shall establish facility and programmatic safety requirements for nuclear safety design criteria; Fire protection; Criticality safety; Natural phenomena hazards (NPH) mitigation; and Cognizant system engineer (CSE) program in accordance with DOE O 420.1, *Facility Safety*. This includes requirements outlined in Attachments 2 and 3 of the Order. The Contractor shall develop and implement any applicable safety basis requirements like Documented Safety Analysis (DSA), Technical Safety Requirement (TSR), and Unreviewed Safety Question Process procedure.

C.2.4.4 Quality Assurance

The Contractor shall develop and implement a Quality Assurance (QA) program or management system to assign responsibilities and authorities, define policies and requirements, and provide for the performance and assessment of work.

The Contractor shall develop, implement, assess, and continuously improve the Quality Assurance Program (QAP) in accordance with DOE Order 414.1, *Quality Assurance*.

The Contractor shall submit a Quality Assurance Program (QAP) plan to DOE for review and annually submit a summary of the annual review of the QAP and, if necessary, a modified QAP to the DOE approval authority.

Contractor Assurance System

The Contractor shall develop and implement a Contractor Assurance System (CAS) Description as required by DOE O 226.1, *Implementation of DOE Oversight Policy*. The Contractor's CAS shall include development and implementation of an Issues Management System for the identification, assignment of significance category, and processing of quality or safety-related issues identified within the Contractor's organization in accordance with DOE O 414.1, *Quality Assurance*. All issues are to be tracked in one combined location and disseminated to DOE upon request.

Occurrence Reporting and Processing System

The Contractor shall review and categorize identified issues as required by DOE O 232.2, *Occurrence Reporting and Processing of Operations Information*. The Contractor shall prepare Occurrence Reporting and Processing System (ORPS) reports when appropriate and perform subsequent follow-up actions to address the reported issues as necessary in accordance with these requirements. The ORPS reports shall be submitted per occurrence to the DOE ORPS.

C.2.4.5 Conduct of Operations

The Contractor shall establish and implement a Conduct of Operations (CONOPS) Program in accordance with DOE O 422.1, *Conduct of Operations*. The CONOPS program shall consist of formal documentation, practices, and actions implementing disciplined and structured operations that support mission success and promote worker, public, and environmental protection.

C.2.4.6 Environmental Regulatory Management

The Contractor shall support DOE when preparing necessary documentation responding to regulatory issues and cooperate and coordinate when requested by DOE during enforcement

actions including tracking, trending, and evaluating actions, coordinating, and integrating responses and resolving compliance issues. The Contractor shall interface with other contractors in providing legally and/or contractually mandated air, liquid effluent, and other media environmental monitoring data; collect, compile, and/or integrate air and liquid effluent monitoring data from facilities assigned; and submit an Environmental Management System (EMS) internal audit compliant with DOE O 436.1, *Departmental Sustainability*.

C.2.4.7 Property Management

The Contractor shall support DOE maintenance for all real and personal property assets at the site in accordance with DOE O 430.1, *Real Property Asset Management*. The requirements of this DOE Order do not automatically apply to contractors. Any application of real property asset management requirements to contractors must be communicated separately from this DOE Order. The DOE has established the Facilities Information Management System (FIMS) as the reporting system for all DOE real property facilities, including land. The Contractor shall contact the DOE FIMS administrator at the EMCBC to become a registered user of the system.

The Contractor shall submit to DOE an annual Fire Protection Summary Information in accordance with DOE O 231.1, *Environment, Safety, and Health Reporting*.

C.2.4.8 Records

The Contractor shall serve as the Record Custodian for Federal records (regardless of media) generated/received by the Contractor, including all contractors/subcontractors. All records shall be managed in electronic format (born digital) to the fullest extent possible. If there are historical records obtained from a predecessor contractor, these must also be managed in electronic format (digitized) in accordance with NARA requirements and approved by DOE. All records shall be managed in accordance with 44 U.S.C., Chapters 21, 29, 31, 33 and 35; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, *Records Management Program*, National Archives and Records Administration (NARA) requirements and bulletins and any other DOE requirements as directed by the CO.

If any work in this PWS is subcontracted, all applicable records management requirements, ownership, and privacy act clauses must be incorporated. The Contractor shall develop and/or adopt existing requirements and responsibilities for creating and preserving records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures, and essential transactions of the DOE and to provide information necessary to protect the legal and financial rights of the Government and persons directly affected by DOE activities.

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 Electronic Records Management System (ERMS) that meets the requirements of NARA's Universal Electronic Records Management (UERMS) requirements. The preferred ERMS is SharePoint with M365 in which DOE can provide a playbook; use of another ERMS requires documentation on meeting UERM requirements.

The Contractor shall be responsible for all records management and document control activities, including, but not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records (including e-mails); managing classified records (if applicable), Controlled Unclassified Information (CUI), Unclassified Controlled Nuclear Information (UCNI); providing all employees and subcontractors with records management training; retrieving of records; supporting records management data calls from NARA and DOE; and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program (EEOICPA), the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

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 System of Records (SOR) shall be the property of the Government.

C.2.5 Safeguards and Security

The Contractor shall administer the Safeguards and Security (S&S) Program in accordance with the Department of Energy (DOE) directives, and site-specific S&S Security Plans and procedures approved by the Office of Environment Management (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 deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - 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 deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - 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 deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - Management,
 - Training,
 - Duties,
 - Weapons and munitions,
 - Facilities and equipment, and
 - Performance testing.
-
- Physical Protection
 - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - 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.
-
- Information Security and Classification
 - The Contractor shall deliver for approval a written integration plan to the ODFSAs Federal Classification Officer that incorporates how the Contractor will comply with Information Security and Classification requirements, that include:

- 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 deliver for approval a written integration plan to the Federal CUI liaison that incorporates how the Contractor will comply with:
 - CUI applicability,
 - Identification,
 - Marking,
 - Communication,
 - Safeguarding,
 - Training,
 - Access and sharing,
 - Dissemination,
 - Decontrol,
 - Destruction,
 - Equivalency and exemptions, and
 - Misuse.
- Personnel Security (PerSec)
 - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - Cleared and unclassified 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 deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - Sponsor program management and administration,
 - Counterintelligence requirements,

- Export controls and technology transfer,
 - Security plan requirements, and
 - Approval, periodic assessments, and reporting.
- Materials Control and Accountability (MC&A)
 - The Contractor shall deliver for approval a written integration plan to the ODFSA that incorporates how the Contractor will comply with:
 - Program management,
 - Material accounting,
 - Material control,
 - Measurement, and
 - Physical Inventory.

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.

For work under a Task Order requiring DOE access authorization (DOE L or Q clearance) the Contractor will need to obtain a positive Foreign Ownership, Control, or Influence (FOCI) determination and be able to obtain a facility clearance. The specific work requiring a DOE access authorization will be defined at the Task Order level.

C.2.6 Nuclear Material Control and Accountability (NMC&A)

The Contractor shall:

- (1) Maintain control and accountability of accountable nuclear material (i.e., Other, Source, and SNM). Controls shall be appropriate for the nuclear material attractiveness and quantities as described in DOE requirements (e.g., Category IV highly radioactive SNF, to Category I quantities of plutonium in a variety of chemical forms and isotopic amounts).
- (2) If applicable, assign an individual that will serve as the Contractor's MC&A single point-of-contact, independent of line operations, with responsibility and authority to affect implementation of MC&A requirements. This individual shall work with the appropriate site official to provide oversight of accountable nuclear material in possession.

C.2.7 Telecommunications

The Contractor shall:

- (1) Comply with site procedures and policies regarding activities involving Communications Security, protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.
- (2) Provide telecommunication capability (including voice and data communication capabilities) and radio communication systems.

C.2.8 Emergency Services & Operations

The Contractor shall develop, manage, and maintain a Comprehensive Emergency Management System for structures and waste sites under its control, in accordance with DOE O 151.1, *Comprehensive Emergency Management System*. The Contractor's Emergency Management system shall be consistent with DOE requirements and any centralized site or regional emergency program. The Contractor shall develop, manage, and maintain the Continuity of Operations (COOP) Program in accordance with DOE O 150.1, *Continuity Programs*. The Contractor's program may integrate with, or be an addendum to, established site COOP plans.

C.3 Environmental Monitoring, Remediation, Deactivation, Decommissioning, and Removal (DD&R) of Facilities and Waste Management

The Contractor shall operate in accordance with permits and licenses, and all appropriate federal, state, and local laws and regulations. Task Orders issued under this Contract will meet specific criteria for the DOE obligations and liabilities for the site. The individual Task Orders will address the acceptance criteria and desired outcome. The Contractor may perform facility and soil characterization, DD&R, and environmental remediation services; complete all activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each Task Order; and complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing (real property) transition.

The following sections define the activities that may be applicable in implementing each Task Order and the services that may be required to be performed in any combination or separately in each individual Task Order. Specifically, tasks may include but not be limited to the following:

- (a) Initial site inspection and assessments;
- (b) In-situ and/or real-time soil characterization;
- (c) Remediation of a specific site or area including remediation of soils and associated site restoration;
- (d) Regulatory report writing; and
- (e) Data reduction, interpretation, and presentation, statistical analysis, and geographic information systems.

The Contractor shall assist DOE in preparing the Annual Site Environmental Report (ASER) as required by DOE O 231.1, *Environmental, Safety and Health Reporting*.

C.3.1 Environmental Monitoring

The Contractor shall develop and implement surface water monitoring according to the EPA National Pollutant Discharge Elimination System (NPDES), and within site permits for monitoring storm water runoff, treated groundwater and fire suppression water meet the applicable requirements in the Clean Water Act (CWA) and environmental regulations. The Contractor shall maintain NPDES Permits used to regulate discharge of storm water runoff from collection sites and outfalls which may be pumped to a storage and/or treatment center. Detailed monitoring results are provided in NPDES discharge monitoring reports.

C.3.2 Air Monitoring

The Contractor shall perform air filter screening for development of the annual EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) report.

The Contractor shall develop and implement a Field Sampling Plan (FSP) that describes the following: site background and environmental setting, regional and site hydrogeology, sampling objectives, rationale for sampling and analysis, pre-sampling activities, sample collection, analytes and analytical methods, and guidance for all fieldwork describing, in detail, sampling and data gathering methods.

Monitoring procedures should be conducted using a water quality sampling and analysis plan (WQSAP) that has been approved by the CO. The WQSAP must address the physical process of obtaining field information, measurements, and environmental samples.

The Contractor shall integrate the FSP into the Quality Assurance Program (QAP) plan as an addendum to describe the quality assurance and quality control (QA/QC) protocols necessary to achieve the objectives dictated by the intended use of the data. Control protocols include the procedures for sample collection, preservation, chain-of-custody, and transport, calibration and maintenance of instruments, processing verification, storage, and reporting of data, and other relevant QA/QC procedures required to maintain precision and accuracy of the data.

C.3.3 Soil Remediation Program

Soil and Water Remediation includes waste regulated under the Resource Conservation and Recovery Act (RCRA) and the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This also includes remediation, if warranted, of groundwater and surface water. Non-nuclear facility demolition and disposal (D&D) may also be included under this heading.

- (a) The Contractor shall develop and implement a management system and/or program that characterizes data for facilities, equipment, and soils to demonstrate compliance with the associated regulatory requirement(s) for waste disposition or release.
- (b) As part of the due diligence described in Transition /Task Order Implementation Activities, Section C.1.2(i), the Contractor shall complete a review of the existing characterization data

and other relevant documents to determine if the methods and characterization data related to radioactive and chemical materials remaining within the facility and/or soils support safe and compliant DD&R and excavation activities, including waste disposition. Based on the due diligence, the Contractor shall document whether the characterization data provided is sufficient in the Material Differences and Pre-existing Conditions. If not sufficient, the Contractor shall prepare and submit a GAP Analysis report with associated recommendations.

- (c) The Contractor shall develop Data Quality Objectives (DQO) and develop a Characterization Plan for DOE approval. The Contractor shall consider the type of contamination (i.e., Technetium-99, fissile, uranium, and other contaminants), the use of existing data sets (Owner operational history and data, NDA data, historical sampling), and appropriate points of reference (similar data sets associated with systems at other DOE sites). The Contractor shall optimize and limit the characterization requirements with respect to cost of characterization to that necessary to support safe and compliant DD&R and soil excavation activities, including waste disposition.
- (d) The Contractor shall perform facility characterization, including characterization of process equipment.
- (e) The Contractor shall perform soil characterization.

C.3.4 DD&R of Facilities

The Contractor shall develop and implement a project management system and/or program for the destruction and removal of physical facilities, systems, equipment and the demolition of above grade and below-grade structures associated with the facility and ancillary support systems as identified in each Task Order.

The Contractor may perform DD&R of facilities including but not limited to those classified as Nuclear Hazard Category 3, 2, and 1, including associated safety systems; or reactor facilities, whether fueled or defueled; and complex facilities containing hazardous, chemicals and materials including, but not limited to, asbestos, lead, PCBs, elemental mercury, and beryllium, and non-hazardous materials and waste. Sites and facilities may be contaminated with radioactive, hazardous, and/or chemical substances, fissile and/or fissionable materials and the levels of contamination may vary. Radiological constituents may include, but are not limited to mixed fission products, activation products (e.g., cobalt-60), plutonium, americium, uranium, depleted uranium, radioactive sources, residual radioactive material (e.g., mill tailings), tritium.

The Contractor may perform ancillary services such as design, construction, operation, surveillance, and maintenance activities, and/or training (DOE, Contractor, and visitor personnel) which may be required to accomplish the performance of the Task Order. The services may be required to be performed in any combination or separately in each individual Task Order.

C.3.5 Waste Management and Removal

The desired outcome is for the Contractor to develop and implement a Waste Management Program for the management of DOE sanitary, high-level, transuranic (TRU), low-level waste

(LLW), and the radioactive component of mixed waste. The services may be required to be performed in any combination or separately in each individual Task Order.

The desired outcome is a Waste Management Program which includes activities required to manage and dispose of waste associated with or generated by cleanup of the contaminated sites and facilities.

Specifically, tasks may include but not be limited to the following:

- (a) Develop, implement, and maintain a Waste Management Program;
- (b) Manage, characterize, store, process, treat, and package waste;
- (c) Transport and dispose of waste including final characterization, certification, and permitting;
- (d) Perform characterization, certification, permitting, storage, treatment, and necessary logistical support to store, transport (on-site) and/or ship (off-site), and/or dispose of radiological, chemical and other hazardous waste, mixed waste (radioactive and hazardous), or other waste types;
- (e) Implement any information regarding specific waste types, preferred treatment and disposal paths which may be available, contracts which may be available for treatment and disposal services, and existing permits and other requirements, e.g., Receiver Site Waste Acceptance Criteria (WAC);
- (f) Identify and implement a treatment process to effectively stabilize the waste and allow for its safe storage and eventual disposal. The services are presented in the following manner for clarity purposes due to the differences in the regulatory framework applicable to the differing types of services;
- (g) Ensure compliance with waste acceptance criteria for designated waste management facilities 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; and
- (h) Complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing transition.

The Contractor's waste management program shall be developed in accordance with DOE O 458.1, *Radiation Protection of the Public and the Environment*, and DOE O 435.1, *Radioactive Waste Management*, CRD which requires use of DOE M 435.1-1, *Radioactive Waste Management Manual*, to develop, implement and maintain a Radioactive Waste Management Program if applicable. Where a sitewide Radioactive Waste Support program currently exists, the Contractor will participate in reporting, updating and/or providing information to the CO when requested.

C.3.5.1 Non-radioactive (Sanitary) Waste

The Contractor shall adopt site requirements for management of Sanitary Waste (SW). SW includes both non-radioactive and municipal wastes (office waste, food, garbage, refuse and

other solid wastes that are similar to those generated by most households) and typical industrial wastes (construction debris, scrap metals, wood waste, etc.).

C.3.5.2 Radioactive Waste

The Contractor's Waste Management Program shall address receipt, treatment, storage, and disposal of legacy and newly generated low-level waste (LLW) mixed low-level waste (MLLW), transuranic (TRU) waste, and hazardous waste in accordance with DOE O 460.1, *Hazardous Materials Packaging and Transportation Safety*.

PART I – THE SCHEDULE

SECTION D

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

- (a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices 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(s); 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 (CO), 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 (DOE) safeguards and security directives.

PART I – THE SCHEDULE

SECTION E

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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/DEAR 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)	For the paragraph (a) fill-in for this clause, each Task Order will either utilize Fill-In 1 or Fill-In 2, both of which are provided below this table.
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	
DEAR = Department of Energy Acquisition Regulation		FFP = Firm-Fixed-Price	

Fill-In 1 (QA Contract Clause Fill-In with QARD):

(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:

- (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*.

Fill-In 2 (QA Contract Clause Fill-In without QARD):

- (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 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:

- (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

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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 force and effect of 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/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
F.1.1	52.242-14	Suspension of Work (Apr 1984) (Applies to FFP construction work only)	
F.1.2	52.242-15	Stop-Work Order (Aug 1989) (Applies to FFP Task Orders only)	
F.1.3	52.242-15	Stop-Work Order (Aug 1989) - Alternate I (Apr 1984) (Applies to CR Task Orders only)	
F.1.4	52.242-17	Government Delay of Work (Apr 1984) (Applies to FFP Task Orders only)	
CR = Cost Reimbursement		FAR = Federal Acquisition Regulation	
DEAR = Department of Energy Acquisition Regulation		FFP = Firm-Fixed-Price	

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

The services shall be performed at various locations throughout the United States in support of the U.S. Department of Energy (DOE) including, but not limited to, sites operated by the Office of Environmental Management (EM), National Nuclear Security Administration (NNSA), Office of Naval Reactors (NR) and the Office of Science (SC). The place of performance shall be specified in each individual Task Order, and DOE reserves the right to specify additional places of performance for other DOE Offices or Federal Agencies.

F.3 Period of Performance

- (a) The Contract ordering period shall be 10 years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period.
- (b) Each Task Order issued by the Contracting Officer will identify a period of performance specific to that Task Order.
- (c) Performance of all Task Orders issued before the end of the Contract ordering period shall not exceed 5 years beyond the end of the contract ordering period.
- (d) The period of performance for any individual Firm-Fixed-Price or Cost-Reimbursement Task Order shall not exceed 10 years, including any option periods.
- (e) The Transition/Task Order Implementation period shall be specified in each individual Task Order, as applicable.

PART I – THE SCHEDULE

SECTION G

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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, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (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 Contracting Officer's Representative (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 Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the DOE Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which 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 be provided to the CO.
 - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall 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 CO and the COR.
- (c) Information regarding correspondence addresses and contact information will be provided with each Task Order.

G.5 DOE-G-2005 BILLING INSTRUCTIONS (Mar 2019) (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 Oak Ridge Financial Service Center's (ORFSC) 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.
- (d) The Contractor's voucher shall include a breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, Limitations on Subcontracting, as applicable on an IDIQ contract basis.

G.6 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (Mar 2019) (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 shall be submitted timely in accordance with FAR 52.216-7(a)(1), except for earned fee payments which shall be invoiced when earned and provisional fee which shall be invoiced quarterly. 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. The Contractor shall notify the Contracting Officer of completion of each task. 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 the acceptable fee invoice.

- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's 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) A breakdown of the percentage of cost of contract performance incurred for Contractor personnel and the cost of contract performance incurred for subcontractor personnel. This information will be utilized to monitor compliance with FAR 52.219-14, *Limitations on Subcontracting*, as applicable on an IDIQ contract basis.
 - (K) 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 clauses 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)

- (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) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. 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 II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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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:

<http://www.acquisition.gov/far>

<https://www.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.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.3	FAR 52.202-1	Definitions (JUN 2020)	
I.4	FAR 52.203-3	Gratuities (APR 1984)	
I.5	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
I.6	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	
I.7	FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	
I.8	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
I.9	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
I.10	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	
I.11	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	
I.12	FAR 52.203-14	Display of Hotline Poster(s) (NOV 2021)	(b)(3) DOE IG Hotline Poster: https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.13	FAR 52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)	
I.14	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)	
I.15	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	
I.16	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
I.17	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
I.18	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	
I.19	FAR 52.204-13	System for Award Management Maintenance (OCT 2018)	
I.20	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (OCT 2016)	
I.21	FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)	
I.22	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	
I.23	FAR 52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)	
I.24	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities (NOV 2021)	
I.25	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)	
I.26	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.27	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	
I.28	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)	
I.29	FAR 52.210-1	Market Research (NOV 2021)	
I.30	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	
I.31	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
I.32	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (JUN 2020)	
I.33	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (JUN 2020)	
I.34	FAR 52.215-14	Integrity of Unit Prices (NOV 2021)	
I.35	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	
I.36	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) [NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.]	
I.37	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)	
I.38	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
I.39	FAR 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) Microsoft Excel® as requested by the Contracting Officer.
I.40	FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020)	
I.41	FAR 52.216-7	Allowable Cost and Payment (AUG 2018) as modified by DEAR 952.216-7 [Applies to CR Task Orders only]	(a)(3) 30th (cost invoices) and 30th (fee invoices)
I.42	FAR 52.216-10	Incentive Fee (JUN 2011)	(e)(1) 30, 30, 15, zero

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.43	FAR 52.216-18 Full Text Below	Ordering (AUG 2020)	(a) from effective date of contract award through the end of the total contract ordering period
I.44	FAR 52.216-19 Full Text Below	Order Limitations (OCT 1995)	(a) \$10,000.00 (b)(1) \$2,000,000,000.00 (b)(2) \$2,000,000,000.00 (b)(3) 365 (d) 5
I.45	FAR 52.216-22 Full Text Below	Indefinite Quantity (OCT 1995)	five (5) years beyond the end of the contract ordering period
I.46	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the Task Order, as applicable
I.47	FAR 52.217-9 Full Text Below	Option to Extend the Term of the Contract (MAR 2000) (Applies to Tasks Orders with an Option(s) Only	(a) TBD on Task Order level; TBD on Task Order level (b) (c) TBD on Task Order level
I.48	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)	
I.49	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2022)	
I.50	FAR 52.219-13	Notice of Set-Aside of Orders (MAR 2020)	
I.51	FAR 52.219-14	Limitations on Subcontracting (OCT 2022)	
I.52	FAR 52.219-28	Post-Award Small Business Program Re-representation (Sep 2021)	(h) [Contractor Fill-In, post-award, as applicable]
I.53	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	
I.54	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Applies to CPAF Task Orders only)	(a) zero
I.55	FAR 52.222-3	Convict Labor (JUN 2003)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.56	FAR 52.222-4	Contract Work Hours and Safety Standards -- Overtime compensation (MAY 2018) Applies to construction work only	
I.57	FAR 52.222-6	Construction Wage Rate Requirements (AUG 2018) Applies to construction work only	
I.58	FAR 52.222-7	Withholding of Funds (MAY 2014) Applies to construction work only	
I.59	FAR 52.222-8	Payrolls and Basic Records (JUL 2021) Applies to construction work only	
I.60	FAR 52.222-9	Apprentices and Trainees (JUL 2005) Applies to construction work only	
I.61	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988) Applies to construction work only	
I.62	FAR 52.222-11	Subcontracts (Labor Standards) (MAY 2014) Applies to construction work only	
I.63	FAR 52.222-12	Contract Termination—Debarment Applies to construction work only	
I.64	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014) Applies to construction work only	
I.65	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988) Applies to construction work only	
I.66	FAR 52.222-15	Certification of Eligibility (MAY 2014) Applies to construction work only	
I.67	FAR 52.222-16	Approval of Wage Rates (MAY 2014) Applies to construction work only	
I.68	FAR 52.222-19	Child Labor – Cooperation with Authorities and Remedies (DEC 2022) Applies to construction work only	
I.69	FAR 52.222-20	Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) Applies to construction work only	
I.70	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
I.71	FAR 52.222-26	Equal Opportunity (SEP 2016) Applies to FFP	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.72	FAR 52.222-35 Full Text Below	Equal Opportunity for Veterans (JUN 2020)	
I.73	FAR 52.222-36 Full Text Below	Equal Opportunity for Workers with Disabilities (JUN 2020)	
I.74	FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	
I.75	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.76	FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	
I.77	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 2014)	
I.78	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)	
I.79	FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)	
I.80	FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)	
I.81	FAR 52.222-54	Employment Eligibility Verification (MAY 2022)	
I.82	FAR 52.222-55	Minimum Wages for Construction Workers Under Executive Order 14026 (JAN 2022)	
I.83	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2022)	
I.84	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	
I.85	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (FEB 2021) – Alternate I (Jul 1995)	(b) Offeror Fill-In
I.86	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.87	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	(b)(2) The Contracting Officer
I.88	FAR 52.223-9 Full Text below	Estimate of Percentage of Recovered Material Content for EPA-designated Items (MAY 2008)	(b)(2) the Contracting Officer

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.89	FAR 52.223-10	Waste Reduction Program (MAY 2011)	
I.90	FAR 52.223-11	Ozone Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016)	
I.91	FAR 52.223-12	Maintenance, Service, Repair or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016)	
I.92	FAR 52.223-13	Acquisition of EPEAT ® Registered Imaging Equipment (JUN 2014)	
I.93	FAR 52.223-14	Acquisition of EPEAT ® Registered Televisions (JUN 2014)	
I.94	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)	
I.95	FAR 52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products (OCT 2015)	
I.96	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)	
I.97	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	
I.98	FAR 52.223-19	Compliance With Environmental Management Systems (MAY 2011)	
I.99	FAR 52.223-20	Aerosols (JUN 2016)	
I.100	FAR 52.223-21	Foams (JUN 2016)	
I.101	FAR 52.224-1	Privacy Act Notification (APR 1984)	
I.102	FAR 52.224-2	Privacy Act (APR 1984)	
I.103	FAR 52.224-3	Privacy Training (JAN 2017)	
I.104	FAR 52.225-1	Buy American – Supplies (OCT 2022)	
I.105	FAR 52.225-8	Duty-Free Entry (OCT 2010)	
I.106	FAR 52.225-9	Buy American—Construction Materials (OCT 2022)	(b)(2) None
I.107	FAR 52.225-11	Buy American—Construction Materials Under Trade Agreements (DEC 2022)	(b)(3) None
I.108	FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	
I.109	FAR 52.227-1	Authorization and Consent (JUN 2020)	
I.110	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.111	FAR 52.227-3	Patent Indemnity (APR 1984)	
I.112	FAR 52.227-4	Patent Indemnity—Construction Contracts (DEC 2007)	
I.113	FAR 52.227-14	Rights In Data-General. (MAY 2014) – As Modified by DEAR 927.409, Alternate II (DEC 2007), Alternate III (DEC 2007), and Alternate V (DEC 2007)	Alt II fill-in: (g)(3) Purposes as set forth in 27.404-2(c)(1), and for Government business purposes (except for manufacture).
I.114	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	Offeror fill-in
I.115	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) (Applies only to FFP task orders)	
I.116	FAR 52.228-7	Insurance—Liability to Third Persons (MAR 1996) (Applies to CR task orders only)	
I.117	FAR 52.229-3	Federal, State, and Local Taxes (FEB 2013) (Applies to FFP task orders only)	
I.118	FAR 52.232-1	Payments (APR 1984) (Applies to FFP task orders only)	
I.119	FAR 52.232-5	Payments under Fixed Price Construction Contracts (MAY 2014) (Applies to FFP Construction work only)	
I.120	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) (Applies to FFP task orders only)	
I.121	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
I.122	FAR 52.232-11	Extras (APR 1984) (Applies to FFP task orders only)	
I.123	FAR 52.232-17	Interest (MAY 2014)	
I.124	FAR 52.232-18	Availability of Funds (APR 1984)	
I.125	FAR 52.232-22	Limitation of Funds (APR 1984)	
I.126	FAR 52.232-23	Assignment of Claims (MAY 2014)	
I.127	FAR 52.232-25	Prompt payment (JAN 2017) – Alternate I (FEB 2002) (Alternate I applies to CR task orders only)	
I.128	FAR 52.232-27	Prompt Payment for Construction Contracts (JUN 2017) (Applies to construction work only)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.129	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)	
I.130	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
I.131	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)	
I.132	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
I.133	FAR 52.233-3	Protest after Award (AUG 1996) – Alternate I (JUN 1985) (Alternate I applies to CR task orders only.)	
I.134	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.135	FAR 52.236-1	Performance of Work by the Contractor (APR 1984) (Applies to FFP Construction work only)	TBD on Task Order Level
I.136	FAR 52.236-2	Differing Site Conditions (APR 1984) (Applies to FFP Construction or D&D work only)	
I.137	FAR 52.236-3	Site Investigations and Conditions Affecting the Work (APR 1984) (Applies to FFP Construction or D&D work only)	
I.138	FAR 52.236-5	Material and Workmanship (APR 1984) (Applies to Construction work only)	
I.139	FAR 52.236-6	Superintendence by the Contractor (APR 1984) (Applies to any FFP construction or D&D work only)	
I.140	FAR 52.236-7	Permits and Responsibilities (NOV 1991) (Applies to FFP or CR Construction work or FFP D&D work)	
I.141	FAR 52.236-8	Other Contracts (APR 1984) (Applies to any FFP construction or D&D work only)	
I.142	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) (Applies to FFP construction or D&D work only)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.143	FAR 52.236-10	Operations and Storage Areas (APR 1984) (Applies to any FFP construction or D&D work only)	
I.144	FAR 52.236-11	Use and Possession Prior to Completion (APR 1984) (Applies to FFP construction work only)	
I.145	FAR 52.236-12	Cleaning Up (APR 1984) (Applies to any FFP construction or D&D work only)	
I.146	FAR 52.236-13	Accident Prevention (NOV 1991) (Applies to any FFP construction or D&D work only)	
I.147	FAR 52.236-14	Availability and Use of Utility Services (APR 1984) (Applies to any FFP construction or D&D work only)	
I.148	FAR 52.236-15	Schedules for Construction Contracts (APR 1984) (Applies to FFP construction work only)	
I.149	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (APR 1984) (Applies to CR construction work only)	
I.150	FAR 52.236-19	Organization and Direction of the Work (APR 1984) (Applies to CR construction work only)	
I.151	FAR 52.236-21	Specifications and Drawings for Construction – Alternate I, Alternate II (APR 1984) (Applies to FFP construction or D&D work only)	Fill-In for Alternate II to be completed by Contracting Officer prior to issuance of any applicable Task Orders.
I.152	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984) (Applies to CR construction work only)	
I.153	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.154	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	
I.155	52.242-1	Notice of Intent to Disallow Costs (APR 1984)	
I.156	FAR 52.242-3	Penalties for Unallowable Costs (DEC 2022)	
I.157	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.158	FAR 52.242-5	Payments to Small Business Subcontractors (JAN 2017)	
I.159	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.160	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984) (Applies to FFP task orders only)	
I.161	FAR 52.243-2	Changes – Cost-Reimbursement (AUG 1987) – Alternate I (APR 1984), Alternate II (APR 1984) Alternate III (APR 1984)	
I.162	FAR 52.243-4	Changes (JUN 2007)	
I.163	FAR 52.243-6	Change Order Accounting (APR1984)	
I.164	FAR 52.243-7	Notification of Changes (JAN 2017)	
I.165	FAR 52.244-2	Subcontracts (JUN 2020) Alternate I (JUN 2020) (Alternate I applies to CR task orders only)	<p>(d) Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$[Contracting Officer (CO)] (fill in after award).</p> <p>(j) Any and all subcontractors evaluated prior to contract award (as listed in Section H, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications and task orders issued against the contact.</p>
I.166	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	
I.167	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2022)	
I.168	FAR 52.245-1	Government Property (SEP 2021)	
I.169	FAR 52.245-9	Use and Charges (APR 2012)	
I.170	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.171	FAR 52.246-26	Reporting Nonconforming Items (NOV 2021)	
I.172	FAR 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
I.173	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)	
I.174	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)	
I.175	FAR 52.247-67	Submission of Transportation Documents for Audit (FEB 2006)	
I.176	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	
I.177	FAR 52.248-1	Value Engineering (JUN 2020)	(m) Contract number will be inserted at time of award.
I.178	FAR 52.248-3	Value Engineering—Construction (OCT 2020) (Applies to construction work only)	(h)(1) Contract number will be inserted at time of award.
I.179	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) (Applies to FFP task orders only)	
I.180	FAR 52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012) (Applies to any FFP D&D Task Orders only)	
I.181	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004) – Alternate I (SEP 1996) (Applies to CR construction work only)	
I.182	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applies to FFP task orders only)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.183	FAR 52/249-10	Default (Fixed-Price Construction) (APR 1984) Alternate I (APR 1984) (Applies to FFP construction work only. Alternate I applies to FFP D&D work only)	
I.184	FAR 52.249-14	Excusable Delays (APR 1984) (Applies to CR task orders only)	
I.185	FAR 52.251-1	Government Supply Sources (APR 2012)	
I.186	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	
I.187	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.188	DEAR 952.202-1	Definitions (FEB 2011)	
I.189	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
I.190		RESERVED	
I.191		RESERVED	
I.192	DEAR 952.204-75	Public Affairs (DEC 2000)	
I.193	DEAR 952.204-77	Computer Security (AUG 2006)	
I.194	DEAR 952.208-70	Printing (APR 1984)	
I.195	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009) – Alternate I (FEB 2011)	(b)(1)(i) the specific period for the fill-in is two (2)
I.196	DEAR 952.215-70	Key Personnel (DEC 2000)	
I.197	DEAR 952.216-7	Allowable Cost and Payment (FEB 2011)	
I.198	DEAR 952.223-71	Integration of Environment, Safety, and Health into Work Planning and Execution	
I.199	DEAR 952.223-72	Radiation Protection and Nuclear Criticality (APR 1984)	
I.200	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.201	DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010) – Alternate I (Oct 2010) (Alternate I applies to construction work only)	
I.202	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
I.203	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
I.204	DEAR 952.231-71	Insurance—Litigation and Claims (JUL 2013)	
I.205	DEAR 952.242-70	Technical Direction (DEC 2000)	
I.206	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	
I.207	DEAR 970.5204-3 Full Text Below	Access To and Ownership of Records (OCT 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)	
I.208	DEAR 970.5217-3	Conditional Payment of Fee, Profit, and Other Incentives - Facility Management Contracts (AUG 2009)	
I.209	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning (DEC 2000)	

FULL TEXT CLAUSES

I.23 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

- (1) “Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
- (2) “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.
- (3) “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).

- (4) “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).
- (5) “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.43 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) If mailed, 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.44 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 \$10,000.00, 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 \$2,000,000,000.00.
 - (2) Any order for a combination of items in excess of \$2,000,000,000.00; 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.45 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 after five (5) years beyond the end of the contract ordering period.

I.47 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD on Task Order level days before the contract expires. 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.72 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

- (a) *Definitions.* As used in this clause--
“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

I.73 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.88 FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items

(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 [*Contracting Officer complete in accordance with agency procedures*].

**I.209 DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION)
(Issued by 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 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 nonemployee 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 CFR Chapter XII, Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223–72, or whenever an on-site subcontract scope of work
 - (i) could result in potential exposure to:
 - (A) radioactive materials;
 - (B) beryllium; or
 - (C) asbestos or
 - (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in:
 - (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2);
 - (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850;
 - (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or
 - (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

Part III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

DOE-J-2001 List of Attachments (Oct 2015)

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Acronym List
J-2	Requirements Sources and Implementing Documents
J-3	Wage Determinations (to be included in each individual Task Order)
J-4	Deliverables (to be included in each individual Task Order)
J-5	Government Furnished Services/Items (to be included in each individual Task Order)
J-6	Pricing Schedules (to be included as applicable in each individual Task Order)

ATTACHMENT J-1
ACRONYM LIST

ADR	Alternate Dispute Resolution
AIPT	Acquisition Integrated Project Team
ALARA	As Low As Reasonably Achievable
ANC	Alaskan Native Corporation
ANSI	American National Standards Institute
AOC	Administrative Order on Consent
AP	Acquisition Plan
ASER	Annual Site Environmental Report
ASME	American Society of Mechanical Engineers
ASQ	American Society for Quality
AWE	Atomic Weapons Employer
CAGE	Commercial and Government Entity
CAIRS	Computerized Accident/Incident Reporting System
CARB	California Air Resource Board
CAS	Contractor Assurance System
CBB	Contract Budget Base
CBDPP	Chronic Beryllium Disease Prevention Program
CD	Critical Decision
CDSR	Chemical Data Summary Report
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CEQ	Council on Environmental Quality
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CFSR	Contract Funds Status Report
CHRM	Contractor Human Resources Management
CLIN	Contract Line Item Number
CMI	Corrective Measures Implementation
CMS	Corrective Measures Study
CO	Contracting Officer
CONOPS	Conduct of Operations
COOP	Continuity of Operations Planning
COR	Contracting Officer Representative
CPAF	Cost-Plus-Award-Fee
CPARS	Contractor Performance Assessment Reporting System
CPFF	Cost-Plus-Fixed-Fee
CPIF	Cost-Plus-Incentive-Fee
CR	Cost-Reimbursement
CRD	Contractor Requirements Document
CUI	Controlled Unclassified Information
CUPA	Certified Unified Program Agency

CWA	Clean Water Act
D&D	Demolition and Disposal
DAR	Document Acquisition Request
DBT	Design Basis Threat
DD&R	Deactivation, Decommissioning, and Removal
DEAR	Department of Energy Acquisition Regulations
DID	Data Item Description
DMR	Discharge Monitoring Reports
DOD	Department of Defense
DOE	U.S. Department of Energy
DOE-PM	DOE Office of Project Management
DOL	U.S. Department of Labor
DOT	Department of Transportation
DPLH	Direct Productive Labor Hours
DSA	Documented Safety Analysis
DTSC	Department of Toxic Substances Control
DQO	Data Quality Objectives
DUNS	Data Universal Numbering System
EA	Environmental Assessment
EAL	Emergency Action Level
EEOICPA	Energy Employee Occupational Illness Compensation Program Act
EIA	Electronic Industries Alliance
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EM	Office of Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EMS	Environmental Management System
EPA	Environmental Protection Agency
ERMS	Electronic Records Management Systems
ES&H	Environmental, Safety and Health
ESH&Q	Environmental, Safety, Health and Quality
ETEC	Energy Technology Engineering Center
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FCC	Federal Communication Commission
FCD	Federal Continuity Directive
FFP	Firm-Fixed-Price
FIMS	Facilities Information Management System
FNVA	Foreign National Visits and Assignments
FOCI	Foreign Ownership, Control, or Influence
FOIA	Freedom of Information Act
FONSI	Finding of No Significant Impact
FP	Fixed- Price
FRC	Federal Record Center
FSDF	Former Sodium Disposal Facility
FSP	Field Sampling Plan

FY	Fiscal Year
GAO	Government Accountability Office
GC	General Counsel
GETS	Groundwater Extraction Treatment System
GFS/I	Government Furnished Services and Information
GRS	General Records Schedules
GWIM	Groundwater Interim Measures
HCA	Head of Contracting Activity
HQ	Headquarters
HSPD	Homeland Security Presidential Direction
HUBZone	Historically Underutilized Business Zone
HWMF	Hazardous Waste Management Facility
IAT	Integrated Acquisition Team
IBR	Integrated Baseline Review
IDIQ	Indefinite Delivery Indefinite Quantity
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
IPMR	Integrated Program Management Report
IPPD	Integrated Product and Process Development
IPR	Independent Project Review
ISM	Integrated Safety Management
ISMS	Integrated Safety Management System
ISO	International Organization for Standardization
JV	Joint Venture
LARWQCB	Los Angeles Regional Water Quality Control Board
LLC	Limited Liability Company
LLP	Limited Liability Partnership
LLW	low-level waste
MLLW	mixed low-level waste
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NBZ	Northern Buffer Zone
NDIA	National Defense Industrial Association
NEPA	National Environmental Policy Act
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
NMC&A	Nuclear Material Control and Accountability
NNSA	National Nuclear Security Administration
NPDES	National Pollutant Discharge Elimination System
NQA	Nuclear Quality Assurance
NR	Naval Reactors
NTC	National Training Center
NTP	Notice to Proceed
O	(In reference to DOE directives) Order
OAM	Office of Acquisition Management

OCI	Organizational Conflict of Interest
ODFSA	Officially Designated Federal Security Authority
OIG	Office of Inspector General
OPSEC	Operations Security
ORAU	Oak Ridge Associated Universities
ORFSC	Oak Ridge Financial Service Center
ORPS	Occurrence Reporting and Processing Systems
OS	Office of Science
OSHA	Occupational Safety and Health Act
OTB	Over Target Baseline
OTS	Over Target Schedule
OUO	Official Use Only
PARS	Project Assessment and Reporting System
PCB	Polychlorinated Biphenyl
PIV	Personal Identity Verification
PM	Project Management
PMB	Performance Measurement Baseline
POC	Point of Contact
POP	Period of Performance
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QARD	Quality Assurance Requirements and Description
QC	Quality Control
RAW	Removal Action Work
RCRA	Resource Conservation and Recovery Act
RFI	Remedial Field Investigation
RFP	Request for Proposal
RFS	Request for Services
RMFO	Records Management Field Office
RMHF	Radioactive Materials Handling Facility
ROD	Record of Decision
RPP	Radiation Protection Program
RTP	Request for Task Proposal
RWQCB	Regional Water Quality Control Board
S&M	Surveillance and Maintenance
S&S	Safeguards and Security
SAM	System for Award Management
SB	Small Business
SBA	Small Business Administration
SC	Office of Science
SDVOSB	Service-Disabled Veteran-Owned Small Business
SEB	Source Evaluation Board
SME	Subject Matter Expert
SNM	Special Nuclear Material
SOP	Standard Operating Procedure

SOR	System of Records
SPP	Strategic Partnership Projects
SRAIP	Soils Remedial Action Implementation Plan
SRDP	Soils Remedial Design Plan
SRE	Sodium Reactor Equipment
SSC	Structures, Systems, and Components
SSFL	Santa Susana Field Laboratory
SW	Sanitary Waste
TO	Task Order
TRU	Transuranic
TSR	Technical Safety Requirements
UCNI	Unclassified Controlled Nuclear Information
UERM	Universal Electronic Records Management
U.S.	United States
USC	United States Code
USQ	Unreviewed Safety Question
VIPERS	Vendor Invoicing Portal and Electronic Reporting System
VOC	Volatile Organic Compound
VOSB	Veteran-Owned Small Business
WBS	Work Breakdown Structure
WSAP	Workplace Substance Abuse Program
WSHP	Worker Safety and Health Program
WQS	Water Quality Sampling
WQSAP	Water Quality Sampling and Analysis Plan

ATTACHMENT J-2 - REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

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 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.

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

Directive/Requirement No.	Directive Title
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board
DOE P 140.1	Natural Resource Damage Assessment Cooperation and Integration
DOE P 141.1	Department of Energy Management of Cultural Resources
DOE O 142.2A Admin Chg 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1 Admin Chg 1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3B Chg 1 (LtdChg)	Unclassified Foreign National Access Program
DOE O 144.1, Admin Chg 1	Department of Energy American Indian Tribal Government Interactions and Policy
DOE O 150.1B	Continuity Programs
DOE O 151.1D Chg1 (MinChg)	Comprehensive Emergency Management System
DOE O 200.1A Chg 1 (MinChg)	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment including Information Technology

Directive/Requirement No.	Directive Title
DOE O 205.1C Chg 1 (LtdChg)	Department of Energy Cyber Security Program
DOE O 206.1 Chg 1 (MinChg)	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1B	Reporting Fraud, Waste, And Abuse To The Office Of Inspector General
DOE O 221.2A	Cooperation With The Office Of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B (Admin Chg)	Implementation Of Department Of Energy Oversight Policy
DOE P 226.2*	Policy for Federal Oversight and Contractor Assurance Systems
DOE O 227.1A Chg 1 (AdminChg)	Independent Oversight Program
DOE O 231.1B Admin Chg 1	Environment, Safety and Health Reporting
DOE O 232.2A Chg 1 (MinChg)	Occurrence Reporting and Processing of Operations Information
DOE O 243.1C	Records Management Program
DOE O 252.1A Admin Chg 1	Technical Standards Program
DOE O 350.1 Chg 7 (LtdChg)	Contractor Human Resource Management Programs
DOE O 350.5	COVID Safety Protocols for Federal Contractors
DOE P 364.1*	Health and Safety Training Reciprocity
DOE O 410.2 Admin Chg 1	Management of Nuclear Materials
DOE P 410.3*	Program Management
DOE O 413.3 B Change 6 (LtdChg)	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Chg 2 (LtdChg)	Quality Assurance
DOE O 415.1 Chg 2 (MinChg)	Information Technology Project Management

Directive/Requirement No.	Directive Title
DOE O 420.1C Chg 3 (LtdChg)	Facility Safety
DOE P 420.1*	Department of Energy Nuclear Safety Policy
DOE O 422.1 Chg 4 (LtdChg)	Conduct of Operations
DOE O 425.1D Chg 2 (MinChg)	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Chg 1 (AdminChg)	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 433.1B Chg 1 (AdminChg)	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg 2 (AdminChg)	Radioactive Waste Management
DOE N 435.1	Contact-Handled and Remote-Handled Transuranic Waste Packaging
DOE M 435.1-1 Chg 3 (LtdChg)	Radioactive Waste Management Manual
DOE O 436.1A	Departmental Sustainability
DOE M 441.1-1 Chg 1 (Admin Chg)	Nuclear Material Packaging
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Chg 1 (PgChg)	Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns
DOE P 444.1*	Preventing and Responding to all Forms of Violence in the Workplace
DOE P 450.4A* Chg 1 (MinChg)	Integrated Safety Management Policy
DOE P 451.1*	National Environmental Policy Act Compliance Program
DOE P 454.1* Chg 1 (AdminChg)	Use of Institutional Controls
DOE O 458.1 Chg 4 (LtdChg)	Radiation Protection of the Public and the Environment
DOE O 460.1D Chg1 (LtdChg)	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2B	Departmental Materials Transportation Management

Directive/Requirement No.	Directive Title
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE P 470.1B* (LtdChg)	Safeguards and Security Program
DOE O 470.4B Chg 3	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.6 Chg 1 (MinChg)	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.6 Chg 3 (Admin Chg)	Information Security
DOE O 471.7	Controlled Unclassified Information
DOE O 472.2A	Personnel Security
DOE O 473.1A	Physical Protection Program
DOE O 473.2A	Protective Force Operations
DOE O 474.2A	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE P 481.1	DOE Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with other Federal Agencies, Independent Organizations, and the Private Sector
DOE O 483.1B, Chg. 2	DOE Cooperative Research and Development Agreements
DOE P 485.1A	Foreign Engagement with DOE National Laboratories
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities
DOE O 522.1A	Pricing of Department Materials and Services
DOE O 550.1, Chg. 1	Official Travel
DOE P 547.1A*	Small Business First Policy

Directive/Requirement No.	Directive Title
* DOE Policies provides guidance for Contractor Programs and Do Not contain contractual requirements.	
Implementing Documents	
<i>To be included with the individual Task Order, as necessary.</i>	N/A

**ATTACHMENT J-3 - WAGE DETERMINATION – SERVICE CONTRACT
LABOR STANDARDS (formerly known as the Service Contract [SCA]) and
Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act
[DBA])**

(To be included in each individual Task Order)

ATTACHMENT J-4 - DELIVERABLES

(To be included in each individual Task Order)

ATTACHMENT J-5 – GOVERNMENT FURNISHED SERVICES/ITEMS (GFS/I)

(To be included in each individual Task Order)

ATTACHMENT J-6 – PRICING SCHEDULES

(To be included as applicable in each individual Task Order)