SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF PAGES		
2. CONTRACT NUMBER 89303322DEM000080	3. SOLICITATION NUMBER 89303322REM000098	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	5. DATE ISSUED 03/16/2022	6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY CODE 893033

EM -Environmental Mgmt Con Bus Ctr
EMCBC
U.S. Department of Energy
EM Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati OH 45202

8. ADDRESS OFFER TO (If other than Item 7)

SEE SECTION L.5(d)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 (electronic only) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 ET (Hour) local time 04/18/2022 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Patricia A. Davies				sitetac@emcbc.doe.gov

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____180____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	N/A			

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
0001	3/16/2022	0003	3/16/2022
0002	3/16/2022		

15A. NAME AND ADDRESS OF OFFEROR — CODE 7W2JC — FACILITY

Akima Systems Engineering, LLC
2553 Dulles View Dr. #700
Herndon, VA 20171-5228

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Zachariah Conover, General Manager

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	Zachariah Conover	4/25/2022
609	602-9936				

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Patricia A. Davies

27. UNITED STATES OF AMERICA
Patricia A. Davies Digitally signed by Patricia A. Davies Date: 2022.09.20 12:04:34 -04'00'
(Signature of Contracting Officer)

28. AWARD DATE
9/20/22

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR
AKIMA SYSTEMS ENGINEERING, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: GVEBGEGJMPA4 Delivery: 09/20/2027 Delivery Location Code: 03001 EMCBC US Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202 Payment: Accounting Info: 01751-2016-33-490809-25233-1111521-0001080-0000000 -0000000 Fund: 01751 Appr Year: 2016 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 1111521 Project: 0001080 WFO: 0000000 Local Use: 0000000				
00001	EM Field Sites Technical Assistance Contracts (Site TACs). Guaranteed Minimum Value of Services: This CLIN also provides for the guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, Indefinite Quantity. This amount can only be claimed at the end of the contract's ordering period if the Contractor takes advantage of fair opportunity by proposing on at least one task order offered to be Contractor during the years for which the Contractor is eligible but does not receive a task order against their contract. The funding for this guaranteed minimum value will be de-obligated, and the CLIN will be removed if the Contractor is awarded a task order during the years for which the Contractor is eligible to receive a task order under the contract.				120,000,000.00

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)

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Time-and-Materials (T&M) and Firm-Fixed-Price (FFP) task orders may be issued. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in applicable task orders as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work under this contract and its 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 each individual task order, in accordance with the Section H clause H.41, Task Ordering Procedure as well as FAR 52.216-18, Ordering and FAR 52.216-19, Ordering Limitations.

Payment for the DPLH provided, and materials, supplies, equipment, travel, or other direct costs under T&M task orders shall be made in accordance with FAR 52.232-7, *Payments Under Time-and-Material and Labor-Hour Contracts.* Payment under firm-fixed price task orders shall be made in accordance with FAR 52.232-1, *Payments.*

B.2 DOE-B-2008 CONTRACT LINE-ITEM STRUCTURE (OCT 2015) (REVISED)

a) Task Orders will be awarded against the following CLIN:

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

CLIN	CLIN Title	Maximum Value of Services	Contract Ordering Period
0001	EM Field Sites Technical Assistance Contracts (Site TACs)	$120 Million	Five (5) years from the date of contract award.

Each Task Order will include a price based on the Contractor's price proposal for the Task Order (see Section H, H.41. Task Ordering Procedure), negotiations, and agreement on price; and the requisite clauses depending on the Task Order type. Fill-ins will be completed at the Task Order level. In addition to the EM-LA Task Order at Attachment L-9 being competed concurrently with the Master IDIQ, offerors will have the opportunity to bid on additional T&M and FFP task orders in the future. Task Order Requests for Proposals may be issued by the EMCBC or EM Procurement Offices where requirements exist.

B.3 CONTRACT MINIMUM AND MAXIMUM VALUE OF SERVICES

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $10,000.00. The Government has no obligation to issue task orders to any Contractor beyond the minimum amount specified in clause B.3(a). For each successful Contractor, there will be a one time "guaranteed minimum value of services" amount

awarded during the life of the contract. This amount can only be claimed at the end of the contract's ordering period if the Contractor takes advantage of fair opportunity by proposing on at least one task order offered to be Contractor during the years for which the Contractor is eligible but does not receive a task order against their contract.

(b) The maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is $120,000,000.00.

(c) Funding will be obligated to each individual task order. All task orders issued under this contract count towards the maximum value of $120,000,000.00, 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) (FOR TIME-AND-MATERIALS TASK ORDERS)

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 the estimated price specified in the Task Order. 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. No funding will be obligated to the IDIQ Contract.*]

B.5 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

(a) This contract's fixed-price task orders issued under CLIN 0001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 0001 may be incrementally funded; and if a task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the task order will be the lower of the amount of funds allotted to the task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each 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 task order CLIN:

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 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 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 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 task order:

1) The fixed price (of both the entire task order and of the current cumulative amount of funds allotted to the 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 task order's fixed price and

ii. The Contractor must provide the work the contract requires for the task order.

(d) The fixed price for each task order will be stated in each individual Task Order.

(e) The Planned Funding Schedule for each task order is in paragraph (n) of this clause. The sum of the planned funding for each task order equals the fixed price of the task order.

(f) The Actual Funding Schedule for each 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 0001, and the work to be performed for the funds allotted.

1) The Contractor may bill against a task order only after the Government has allotted funds to the task order and the Contractor has delivered the services and earned amounts payable for the 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 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 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 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 task order—with the exception that the Government's obligation for the task order is limited to the total amount of funds allotted by the Government to the 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 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 task order; and neither the fixed-price for the task order nor any other term or condition of the contract will be affected due to the task order's being incrementally funded.

i. The Contractor agrees, for example, if the Government allots funds to a task order per or earlier than all of the funding dates in the Planned Funding Schedule for the task order, the Government has met all of its obligations just as if the task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the 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 Contactor earns amounts payable at any time in performing work for the task order that exceeds the total amount of funds allotted by the Government to the contract for the 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 task order and the Government allots funds to the task order equal to the task order's fixed price, the Government will pay it the fixed price for the task order and no more.

ii. The Contractor also agrees, for example, if the Government allots funds to a 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 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 task order were fully funded; consequently, if the Government subsequently terminates the task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the 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 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 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 task order.

3) The Government may require the Contractor to continue performance of that task order for as long as the Government allots funds for that task order sufficient to cover the amount payable for that task order.

(i) If the Government does not allot funds to a 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 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 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 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 the 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 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 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 task order, which will remain at all times the Government's maximum liability for a 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 task order in excess of the total amount allotted by the Government to this contract for a 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 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 incrementally funded FFP task order:

[TBD in each Incrementally Funded Task Order]:

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each incrementally funded FFP task order:

[TBD in each Incrementally Funded Task Order]:

Task Order #	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished

PART I SCHEDULE

SECTION C – PERFORMANCE WORK STATEMENT

TECHNICAL ASSISTANCE CONTRACT FOR EM FIELD SITES

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C.1 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 the EM functions of reduction and cleanup of the environmental legacy of the Nation's nuclear weapons program and Government-sponsored nuclear energy research. The Program is one of the largest, most diverse, and technically complex environmental cleanup programs in the world and includes responsibility for the cleanup of 114 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 2006, EM was reorganized to align with the cleanup vision and mission and to ensure implementation of the Assistant Secretary's guiding principles. In order to best assist the remaining site offices in fulfilling the EM cleanup mission and program objective, the EMCBC is seeking technical assistance services.

Purpose
The EMCBC will procure the technical assistance services described below by issuing performance-based task orders under this basic 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 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.

Contractors shall adhere to and comply with DOE and EM security policies and requirements. Attainment and maintenance of an active U.S. Government Security Clearance (DOE L or Q level) may be required for some individuals in order to perform portions of the work described in the PWS and further detailed in the task order.

Contractor employees under certain task orders may have access to classified information. Those employees shall be adequately pre-screened by the Contractor for employment, and then cleared to handle information by satisfactorily passing a background investigation. Reinvestigations will be conducted periodically as requested by DOE EM. 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. Contractors performing task order work that does not require DOE access authorization consistent with DEAR 952.204-73 are not required to submit the information described here.

Contractor employees under certain task orders may have access to Official Use Only (OUO) or Unclassified Controlled Nuclear Information (UCNI) in executing the task order scope (including information protected by the Privacy Act, exceptions to the Freedom of Information Act, and the Procurement Integrity Act). In those cases, the information shall be handled in accordance with DOE requirements and will be further detailed in the specific task order.

The Contractor shall provide the support services necessary to accomplish successful contract performance including all administration activities/services and accounting and human resources support (e.g. payroll, performance evaluations, invoicing, expense reports, travel support and disciplinary actions).

The Contractor's performance will be monitored by the 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 contract or in task orders issued under the contract.

In performing the technical assistance services, the Contractor may be required to cooperate and interface with other EM contractors providing other support services. 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
The work to be performed will be performed at the Environmental Management Consolidated Business Center (EMCBC) and various EM Field Sites. The place of performance will be specified in each individual Task Order. The various DOE site locations include, but are not limited to:

- Energy Technology Engineering Center - California
- Environmental Management Consolidated Business Center – Ohio/Colorado
- Hanford Site – Washington
- Idaho National Laboratory – Idaho
- Lawrence Berkeley National Laboratory, Old Town Project – California
- Los Alamos National Laboratory (LANL) – New Mexico
- Moab UMTRA Project - Utah
- Nevada National Security Site – Nevada
- EMCBC New York Project Office – New York
- Portsmouth/Paducah Project Office – Ohio/Kentucky
- Savannah River Site – South Carolina
- Waste Isolation Pilot Plant (WIPP) – New Mexico
- West Valley Demonstration Project (WVDP) – New York

The Contractor may be required to provide services to additional DOE sites or supplier locations in the future in the event that these EM Sites are added to the responsibilities of the EMCBC.

Site Overviews and Descriptions

Energy Technology Engineering Center (ETEC)

The ETEC is located within Area IV of the Santa Susana Field Laboratory. The ETEC occupies 90-acres within the 290 acre site. The Santa Susana Field Laboratory, owned by the Boeing Company is located 30 miles north of Los Angeles, California. Area IV was primarily used for DOE research and development activities. The ETEC's historic mission involved nuclear research and development for the U.S. Atomic Energy Commission, a predecessor to DOE. In the mid-1950s, a part of Area IV was set aside for nuclear reactor development and testing – primarily related to the development of nuclear power plants and space power systems, using sodium and potassium as coolants. In the mid-1960s, the ETEC was established as a DOE laboratory for the development of liquid metal heat transfer systems to support Office of Nuclear Energy Liquid Metal Fast Breeder Reactor program. Other operations focused on applied engineering and development of emerging energy technologies to include solar and fossil energy as well as developing an energy conservation methodology.

Deactivation, decommissioning, and dismantlement activities are actively being utilized to cleanup nuclear waste that resulted from past operations in support of DOE and predecessor agency programs. The current use of the site involves diminishing use of the facilities.

Environmental Management Consolidated Business Center (EMCBC)

Located in Cincinnati, Ohio, the Environmental Management Consolidated Business Center (EMCBC) was established to provide business and technical resources to Environmental Management customer sites. These resources include financial and project management, human capital management, information management, contracting, legal services, logistics, and technical services. The EMCBC also operates a facility at the Denver Federal Center, Lakewood, Colorado.

A significant part of the EMCBC mission is to assist and provide oversight of the Field Sites. In 2013, the EMCBC acquired line responsibility for the following Field Sites:

- Energy Technology Engineering Center
- Moab UMTRA Project
- Lawrence Berkeley National Laboratory, Old Town Project – California
- EMCBC - New York Project Office
- West Valley Demonstration Project

In addition, in 2014, the EMCBC received Safety and Quality delegations of authority. As a result, the Department recognizes the need for additional resources to provide oversight of these Field Sites. The EMCBC also supports various DOE sites through Memorandum of Understandings (MOUs) and Service Level Agreements (SLAs).

Hanford Site

The Hanford site is located on 586 square miles in southeastern Washington State. The Columbia River runs through the northern portion of the site and the City of Richland is located on the southern border.

The Hanford site was established by the Federal government in 1943 for plutonium production, chemical processing, and research and development to support the nation's wartime effort to produce plutonium for the world's first nuclear weapons. By the 1950s eight plutonium production reactors had been built. Beginning in 1964, the DOE curtailed plutonium production in response to the nation's changing defense needs. By 1971, eight of nine production reactors had been shut down and by 1972; all related fuel separation facilities had ceased operations. As a result of the reduction of plutonium production activities, the resources and capabilities of Hanford were refocused toward developing nonmilitary applications of nuclear energy. In 1989, the defense-related plutonium production mission at Hanford was replaced by the environmental management and environmental restoration mission.

Today, under the direction of the DOE, Hanford is engaged in the world's largest cleanup project. The current and future mission at Hanford is to manage the facilities and inventories of special materials, remediate the environmental contamination caused by decades of activities related to the production of plutonium, and support national research efforts in environmental and other sciences.

Idaho National Laboratory (INL)

In operation since 1949, INL is a science-based, applied engineering national laboratory dedicated to supporting the DOE's missions in nuclear and energy research, science, and national defense.

Under the purview of the DOE, Idaho Operations Office (DOEID), the INL is home to the largest concentration of technical professionals in the Rocky Mountain region. Sponsorship of the INL was formally transferred to the DOE Office of Nuclear Energy, Science and Technology (NE) by DOE Secretary Spencer Abraham in July 2002. The move to NE supports the nation's expanding nuclear energy initiatives, placing the INL at the center of work to develop advanced Generation IV nuclear energy systems; nuclear energy/hydrogen co-production technology; advanced nuclear energy fuel cycle technologies and providing national security answers to national infrastructure needs.

INL is also home to the EM sponsored Idaho Cleanup Project (ICP). The ICP is a multi-year cleanup effort involving decommissioning and dismantlement of over 200 excess environmental management facilities. The scope includes D&D of three reactors, management of spent nuclear fuel, treatment and disposal of sodium-bearing waste, disposal of tank farm facility waste tanks, and remediation of the Subsurface Disposal Area at the Radioactive Waste Management Complex.

Lawrence Berkeley National Laboratory (LBNL) (Old Town Project)

"Old Town" is a cluster of buildings built across approximately 15 acres within the LBNL. LBNL is managed by DOE's Office of Science (SC). The facilities were originally constructed

in the World War II era to support the 184-inch cyclotron (subsequently replaced by the Advanced Light Source) to perform radiochemistry research. Over the years, these buildings have been cleaned and repurposed but are not built to seismic standards. The project will cleanup and remove roughly 56,000 gross square feet of excess facilities, roughly 48,000 gross square feet of concrete slabs and the remediation of contaminated soil to make available approximately two acres for future DOE-SC mission growth.

Los Alamos National Laboratory (LANL)

As a Federally Funded Research and Development Center, LANL aligns its strategic plan with priorities set by the DOE, the National Nuclear Security Administration (NNSA), and key relevant national strategy guidance documents, such as the Nuclear Posture Review, the National Security Strategy, and the Blueprint for a Secure Energy Future. As the senior laboratory in the DOE system, LANL executes work in all of DOE's missions: national security, science, energy, and environmental management. LANL cleanup work has transitioned from NNSA to DOE-EM. DOE-EM is a tenant program of the LANL site as executed through the EM Los Alamos Field Office (EM-LA) program and personnel.

MOAB Uranium Mill Tailings Remedial Action (UMTRA) Project

The Moab site is located about a mile from the Arches National Park entrance and three miles northwest of the city of Moab in Grand County, Utah. The site encompasses approximately 480 acres, of which about 130 acres is covered by the mill tailings pile. The scope of the Moab UMTRA Project is to relocate mill tailings and other contaminated materials from a former uranium-ore processing facility (millsite) and from off-site properties known as vicinity properties in Moab, Utah, to an engineered disposal cell constructed near Crescent Junction, Utah. The scope also includes active remediation of groundwater at the millsite (Moab site). The U.S. Department of Energy (DOE) Office of Environmental Management in Grand Junction, Colorado, has primary responsibility for managing the Moab Project.

Nevada National Security Site (NNSS)

A unique national resource, the NNSS is a massive outdoor laboratory and national experimental center that cannot be duplicated. Larger than the state of Rhode Island, approximately 1,375 square miles, the NNSS is one of the largest restricted access areas in the United States. The remote site is surrounded by thousands of additional acres of land withdrawn from the public domain for use as a protected wildlife range and for a military gunnery range, creating an unpopulated land area comprising some 5,470 square miles.

Established as the Atomic Energy Commission's on-continent proving ground, the NNSS has seen more than four decades of nuclear weapons testing. Since the nuclear weapons testing moratorium in 1992 and under the direction of the DOE, test site use has diversified into many other programs such as hazardous chemical spill testing, emergency response training, conventional weapons testing, and waste management and environmental technology studies.

Portsmouth/Paducah Project Office

DOE established the Portsmouth/Paducah Project Office on October 1, 2003, to provide focused leadership to the Environmental Management missions at the Portsmouth, Ohio and Paducah, Kentucky Gaseous Diffusion Plants.

The Lexington, Kentucky Office opened in January 2004, and is located mid-way between the Kentucky and Ohio facilities. Although the Office Manager is located in the Lexington office, frequent and routine site interactions occur by this office at both the Portsmouth and Paducah Site's operations. Additionally, DOE maintains a strong presence at the sites on a daily basis through the Portsmouth and Paducah Operations Oversight Groups. The PPPO goal is to accelerate the site cleanup at the Portsmouth and Paducah Gaseous Diffusion Plants, eliminating potential environmental threats, reducing the DOE footprint at each of the sites, and reducing life-cycle cost.

Savannah River Site

The Savannah River Site is a key DOE industrial complex dedicated to the National Nuclear Security Administration program, that supports the DOE national security and nonproliferation programs, and the EM program that addresses the reduction of risks through safe stabilization, treatment, and disposition of legacy nuclear materials, spent nuclear fuel, and waste.

The Savannah River Site encompasses over 300 square miles with more than 1,000 facilities concentrated within only 10 percent of the total land area. As cleanup activities are completed, operations will be concentrated to the site central core area. The land surrounding the central core area provides a protective buffer. All EM facilities and inactive waste units are being deactivated, decommissioned, and remediated. Facility decommissioning alternatives include demolition and in-situ disposal. However, if a viable reuse is identified, the DOE Savannah River Operations Office will remove a facility or group of facilities from the decommissioning scope.

EMCBC-New York Project Office

In 2021, the former Separation Process Research Unit (SPRU) Field Office was renamed the Environmental Management Consolidated Business Center New York Project Office (EMCBC-NY). The name change reflects physical completion of the SPRU D&D project in 2019 as well as emerging work that EMCBC-NY will be conducting for the Naval Reactors program at the Knolls Atomic Power Laboratory (KAPL) in Niskayuna, NY and the Kesselring Site (KS) in West Milton, NY.

The cleanup projects include characterization and demolition of the Q-Complex at KAPL, environmental remediation of the D1G Ditch and demolition of excess facilities in the southeast quadrant of KS, and additional Deactivation and Demolition activities to be determined at each site. In addition, twenty four containers of waste from the SPRU project are suspect transuranic waste and are currently being stored at KAPL pending final disposition. DOE and its contractors are currently developing approaches to process and dispose of a portion of the TRU waste as low-level waste and the remaining waste as TRU at the Waste Isolation Pilot Project (WIPP) Site.

Waste Isolation Pilot Plant (WIPP)

WIPP is the nation's repository for transuranic (TRU) waste, and provides for safe, compliant, and efficient characterization, transportation, and disposal of defense-related TRU waste. In 1979, Congress authorized the DOE WIPP. The WIPP facility, located 26 miles southeast of

Carlsbad, N.M., was constructed during the 1980s. Congress limited WIPP to the disposal of defense-generated TRU wastes. In 1998, the U.S. Environmental Protection Agency (EPA) certified WIPP for safe, long-term disposal of TRU wastes, and the first waste shipment was received in 1999.

West Valley Demonstration Project (WVDP)

The WVDP is located on 3,345 acres of land called the Western New York Nuclear Service Center owned by the state of New York. The site is located approximately 40 miles south of Buffalo, New York. The DOE has operational responsibility for approximately 165 acres near the center of the larger 3,345 acres.

From 1966 to 1972, the West Valley site reprocessed 640 metric tons of uranium of commercial and U. S. Atomic Energy Commission (AEC) spent nuclear fuel to recover uranium and plutonium. The reprocessing efforts were conducted by Nuclear Fuel Services, under contract to the State of New York and under license by the AEC (a predecessor agency to the DOE) and the U.S. Nuclear Regulatory Commission. The facility also accepted low-level radioactive wastes from other sites for storage until 1975.

The principal mission of DOE is to satisfy the mandates established by the West Valley Demonstration Project Act of 1980 (Public Law 96-368) to include:

- Solidify, in a form suitable for transportation and disposal, the high-level waste;
- Develop containers suitable for permanent disposal of the solidified high-level waste;
- Transport, in accordance with applicable law, the solidified waste to an appropriate federal repository for permanent disposal;
- Dispose low-level waste and transuranic waste produced by high-level waste solidification activities; and
- Decontaminate and decommission tanks and facilities used for solidification of high-level waste, as well as any material and hardware used in connection with the Project, in accordance with such requirements as the Nuclear Regulatory Commission may prescribe. The site will be ready for implementation of the Decommissioning Environmental Impact Statement Record of Decision planned for issuance in 2008, which will include final decommissioning for the high-level waste tanks.

Note: The PWS Sections 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.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.2 TRANSITION ACTIVITIES

C.2.1 Incoming Transition Activities

The Contractor shall execute the transition of support activities from the incumbent contractor. The Contractor shall develop and provide a Transition Plan to the field site Contracting Officer. The Contractor shall submit the plan for DOE approval 5 calendar days after issuance of the task order that includes transition activities. The Transition Plan shall include:

(a) A schedule and description of the activities necessary to transition the work from the incumbent contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

(b) Approach to managing how all Government property, including Government furnished and contractor-acquired property (i.e. materials), and associated records, currently assigned to the incumbent contractor, will be transferred to the Contractor during the transition period.

(c) Coordination with other site contractors to ensure continuation of services by the Contractor to ensure there is no loss or degradation of the services that are provided to DOE and its contractors.

The Contractor is responsible for performing due diligence to ensure that all activities, deliverables, and actions to be completed by the end of the transition identified in the PWS are included in the Transition Plan.

The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent shall be subject to a 14-calendar day review and approval period unless a longer review/approval period is warranted due to the size and complexity of the document.

C.2.2 Outgoing Transition Activities

The Contractor recognizes that the technical assistance services covered by this contract are vital to accomplishing the field site mission and shall be maintained without interruption, both at the commencement (as described in Section C.2.1 Incoming Transition Activities) and at the expiration of the Task Order (as described in this section) or upon assumption of the function by the Government. Therefore:

(a) The Contractor shall cooperate with a successor contractor or the Government by facilitating transition of its responsibilities, activities, records, Government Furnished

Property, and all other information and materials as applicable, to the incoming contractor or the Government to ensure there is no interruption of the field site function mission.

(b) The Contractor shall cooperate with a successor contractor by allowing its employees to interview for possible employment after business hours. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner to the successor contractor. The Contractor shall cooperate with the successor contractor with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.

(c) This clause shall apply to subcontracts as approved by the Contracting Officer.

C.3 TECHNICAL ASSISTANCE ACTIVITIES

C.3.1 Project and Program Management and Project Controls Support

The Project and Program Management and Project Controls Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, assisting DOE to successfully complete capital asset projects, general plant projects and EM operations activities on schedule, within budget, and in compliance with mission performance and Environmental, Safety, and Health (ES&H) standards by providing general support related to DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets, to include developing/reviewing Critical Decision (CD) documentation, Project Execution Plans, Risk Management Plans, Schedules, Project Closeout Reports and Lessons Learned Reports, and other project documents along with providing scheduling and project support to DOE to assisting with project management and EM programmatic oversight.

C.3.2 Records Management/Documentation, Graphics, and Reproduction Support

The Records Management Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, providing records management services of paper and electronic records including, but not limited to inventory, categorization/file plan development, file set up and disposition of records. Providing comprehensive document production support, graphics development, reproduction, and printing services. Performs website creation, technical writing, and editing, maintains existing web applications and develops additional applications as required to preserve or increase information communication functionality. Maintains website configuration and performs required maintenance, maintains existing Electronic Data Deliverables (EDD) formats and develops additional EDD formats as required to preserve or increase functionality, and support the document production and graphics groups with applications such as web and desktop application development of Geographic Information System (GIS) and environmental database application services.

C.3.3 Training Support

The Training Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, providing support for maintaining the Field Site training program for Federal and support service personnel, planning, tracking, scheduling, and reporting training requirements to ensure personnel are in compliance with DOE's Technical

Qualification Program and other professional associated certifications per the Field Site's training policies.

C.3.4 Information Technology and Communications Support

The Information Technology and Communications Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, maintain and upgrade the database server and application tools, allocate system storage and planning future storage requirements for the database system, manage primary database storage structures (tablespaces), create primary objects (tables, views, indexes), enroll users and maintain system security, control and monitor user access to the database, monitor and optimize the performance of the database(s), troubleshoot software and hardware failures and identify network problems. The Contractor shall provide the base cyber security program that meets the requirements of DOE O 205.1, Department of Energy Cybersecurity Program, including those requirements incorporated by reference to NIST Special Publication 800-61, *Computer Security Incident Handling Guide* and NIST Special Publication 800-171, *Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations* and sets general policy, continuous monitoring, and responding to emerging cyber security threats as well as providing data and information related to the system to support DOE in Federal Information Security Management Act (FISMA) compliance. Certain Contractor employees will be required to sign a confidentiality certificate, and may also be required to possess or obtain a DOE access authorization (L or Q clearance) as specified in the task order.

C.3.5 Safeguards and Security Support

The Safeguards and Security Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, developing, implementing, and maintaining a Safeguards and Security program for DOE as specified in DOE O 470.4, Safeguards and Security Program, and other applicable orders, manuals, and guides. Responsible for creating and implementing an Information Security/Operations Security Program per the requirements of DOE O 471.6, Information Security. Responsible for processing foreign national visits and assignments in accordance with DOE O 142.3, Unclassified Foreign National Access Program to include use of the Foreign Access Central Tracking System (FACTS) in the approval process. Responsible for creation and implementation of Incidents of Security Concern reporting processes, and supporting DOE security incident inquiries. Supports DOE in the performance of surveillances, compliance reviews and assessment/audit teams required by DOE Orders and other forms of in-field oversight of the site contractor operations and activities. Some of the compliance reviews and assessment teams include DOE Readiness Assessments (RA), Operational Readiness Reviews (ORR), Integrated Safety Management System Radiological Controls, Occupational Safety and Health, and Waste Management and Transportation Compliance reviews. Oversight activities may include document procedure, and process reviews, interviews, and in-field work observations. Ability to perform and document casual analyses resulting from oversight and assessment activities. The support services staff are required to prepare reports of the observations and findings from such reviews and provide follow up and tracking of corrective actions. Reviews DOE and contractor activities to assess DOE O 226.1, Implementation of Department of Energy Oversight Policy implementation and to recommend improvements. Certain Contractor employees will be required to sign a confidentiality certificate, and may

also be required to possess or obtain a DOE access authorization (L or Q clearance) as specified in the task order.

C.3.6 Public Affairs/Community Relations Support
The Public Affairs/Community Relations Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, providing support to the DOE with the development of public participation strategies to support the Field Site Director, coordinating the public participation bi-weekly meetings, and assisting in responding to various requests from the media, public, state official, federal officials, and HQ consistent with DOE policies and procedures. Some tasks may include leading Citizen Advisory Boards (CABs).

C.3.7 Property Management Support
The Property Management Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, ensuring that all project real and personal property is maintained in good working order and remains serviceable for its intended purpose, maintain and ensure compliant implementation of a DOE-approved Real and Personal Property Management Program for all Project real and personal property, and provide support to DOE for the accountability, control, utilization, management, maintenance, and disposition of all real and personal property associated with the Project.

C.3.8 Environmental Support
The Environmental Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, understanding the issues involved in protecting the environment and natural resources—degradation, conservation, recycling, and hydrogeologic protection of water supplies to comply with Federal environmental regulations, ensure there is integration of regulatory and technical requirements for facility decommissioning and remediation of contaminated environmental media (e.g., soils, surface water, ground water), and provide oversight in the areas of environmental compliance and permitting, Resource Conservation and Recovery Act (RCRA), National Emission Standards for Hazardous Air Pollutants (NESHAPs), State Pollutant Discharge Elimination System (SPDES), air monitoring, and other applicable state and federal environmental regulations and DOE orders, standards, and guidance. Some tasks may include field work and data collection.

C.3.9 Quality Assurance Support
The Quality Assurance (QA) Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, review of site and contractor QA Programs for EMCBC approval, updating the status of Software QA (SQA) implementation, updating QA Program (QAP) documents each year, establishing a management system to continually assess the program and track progress, and providing support to continuously manage and assess the SQA program, supporting the development and implementation of EMCBC Policies and Procedures, assisting in organizing, coordinating and presenting specialized training for Managers/certain technical personnel (EMCBC QAP requirement) and providing QA expert assistance when requested.

C.3.10 Safety and Health Support
The Safety and Health Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, reviewing contractor Worker Safety & Health Program (WSHP), implementing procedures, Job Hazard Analysis (JHA), and work packages. This support also includes reviewing site and contractor Integrated Safety Management (ISM) Programs, assisting in the review of annual site ISM Declarations, assisting in the preparation of annual site ISM Declarations, assisting in the assessment of Field Site and SLA ISM Programs, assisting in the review of Field Site and SLA Occupational Safety Programs, reviewing site and contractor Safety Conscious Work Environment (SCWE) Programs and assisting in the review of annual site SCWE Program surveys and assessments.

C.3.11 Radiological Protection Support
The Radiological Protection Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, providing field oversight, information, support, and advice to the EMCBC or Field Site Director with respect to the safe implementation of decontamination and decommissioning activities for contaminated facilities and environmental remediation activities, reviewing demolition activities, work packages, work plans, radiological surveys, procedures, permits, Real and Personal Property radiological release packages and regulatory documentation and assisting in the assessment of contractor Radiological Programs and documents.

C.3.12 Waste Management Specialist Support
The Waste Management Specialist Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, providing field oversight, information, support, and advice to DOE with respect to the safe implementation of decontamination and decommissioning activities for contaminated facilities at the field sites and SLA projects. The scope also includes reviewing demolition activities, design documents, construction drawings, work packages, work plans, radiological surveys, procedures, permits, and regulatory documentation. In addition, the scope includes assisting DOE with oversight of radioactive and universal waste generation and disposal, to include regulatory compliance, manifest development, packaging, loading, and coordinating waste shipments for disposal via various transportation modes.

C.3.13 Administrative Support
The Administrative Support includes providing a range of administrative services that will be further defined in the individual Task Order. The scope may include, but is not limited to, operation of mail room facilities, reception desk services including visitor registration, ID checks and badge issuance, back up support for other administrative positions, assisting with records management, assisting with the entry of time and attendance data for federal employees (in the Automated Time Attendance and Production System (ATAAPS) or similar system), inputting data into Government systems (e.g. ATAAPS, (Controlled Correspondence Tracking System (CCTS), Concur Travel, etc.). Coordination with Contracting Officer's Representatives (CORs) including correspondence between the COR and Contracting Officers and/or Contract Specialists and the Contractor, filing, assistance with travel input (including airfare, hotel, car reservations, etc.) and assisting Assistant Directors and Division Chiefs throughout the EMCBC and the EM Field Sites in day-to-day operations. Facilitate staff on-

boarding and off-boarding activities, manage administrative functions of office by organizing office operations, controlling correspondence, supporting records management, and assigning and monitoring office functions, monitor and oversee a broad range of communications and make scheduling determinations and recommendations to assigned senior Federal staff, participate in and document meetings, conferences, etc., and develop, operate, and maintain issues collection and evaluate the database to perform trend analysis and tracking of corrective action completion status, regulatory finding status, and management assessment finding status. Facilitate resolution of Corrective Action Plans (CAPs). A major portion of this support may involve using the Microsoft Office Platform on a computer and performing other routine clerical work.

C.3.14 Cost Estimator Support

The Cost Estimator Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, reviewing cost estimates associated with baseline change proposals and contract modifications from the prime contractor. Validate cost estimates for reasonableness including stochastic to determinist costs as appropriate. Provide annual Environmental Liability calculations. Create Site Specific Labor Cost Library, DOE Prime Contractor Specific Direct Cost Library, desk top instructions for putting together Independent Cost Estimates for Site specific projects, process flow charts, estimate tracking information and metrics collection documentation standards, project definitions and instruction on the methodology and use of estimate indirect costs.

C.3.15 Emergency Management Support

The Emergency Management Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, field oversight, information, support, and advice to the EMCBC or Field Site Director with respect to the safe implementation of Emergency Management requirements, review of site Emergency Management Plans, assisting in the assessment Emergency Management Programs, assisting with the assessment Emergency Management Program Training Drills and Exercises, and supporting the review, development and implementation of EMCBC Emergency Management Policies, Plans and Procedures.

C.3.16 Engineering Support

The Engineering Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, planning, scheduling, conducting, and coordinating detailed phases of engineering work and equipment or work specifications, preparing conceptual studies, designs, or reports, performing problem analysis and original design, conducting engineering studies/assessments and makes recommendations. Performance of value engineering assessments and alternatives analysis, assisting DOE in conducting walkthroughs and project assessments, developing Walkthrough/Assessment Plans, performing data tracking, analysis, and trending, developing documents and conducts technical reviews, reviewing project technical documents, providing engineering analysis, and design reviews. Participating in Operational Readiness Reviews, Readiness Assessments, system analysis, and requirement analysis, and providing services to assist DOE in the oversight of construction and decommissioning projects, including planning, startup, readiness reviews, approval, implementation, and closure. Some tasks may include performing field work, including field data collection and sample analyses, civil survey support, non-intrusive geophysical data

collection, buried infrastructure identification and mapping, data management, data validation, data reduction, interpretation, and presentation, statistics, geographic information system products, field summary reports, data summary reports, and technical oversight of field investigation activities. Non-intrusive and field screening capabilities may be required (e.g., gamma walkover surveys, down-hole gamma surveys, non-intrusive geophysical surveys, etc.).

C.3.17 Fire Protection Engineer Support

The Fire Protection Engineer Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, providing fire safety advice to DOE and all other projects covered by service level agreements, ensuring operations are within specified legal requirements with regard to fire risks and developing action plans for all projects where roles have not been covered by a fire risk management system. The scope includes assessing fire strategy for all relevant buildings and all relevant parts of buildings in accordance with Fire Precautions (Workplace) Regulations, assessing standards of buildings to the requirements of Fire Precautions (Workplace) Regulations and all successor regulations, regular inspection of all buildings, undertaking fire risk assessments within every Department, and periodically reviewing risk assessments and maintaining a file of assessments for examination by interested parties. In addition, the scope includes undertaking annual fire safety audits at all locations specified in the individual task order; research and produce location/work specific fire safety training packages; deliver practical and theoretical fire safety training to all employees; maintaining records of attendees; undertake evacuation drills in all locations unannounced and unscheduled; and producing appropriate reports.

C.3.18 Subject Matter Expert Support

The Subject Matter Expert Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, managing and directing the daily tasks required to perform ongoing support of design, construction, startup and/or operations/maintenance activities of complex high technology systems or projects, providing opinions on engineering, management, and/or technical issues, providing recommendations to project design and construction teams in specific areas of expertise, providing independent reviews and assessments in areas of specialized expertise and providing guidance to project teams in delivering results on projects of a complex nature.

C.3.19 Technical Writer Support

The Technical Writer Support scope will be further defined in the individual Task Order. The scope may include, but is not limited to, developing controlled documents (Plans, Procedures, Technical Instructions, forms, etc.), audit reports and plans in coordination with subject matter experts and developing other supporting documents to effectively communicate complex and technical information.

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

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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 CO.

D.2 SECURITY REQUIREMENTS

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

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E

Clause(s) 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 addresses contained in clause 52.252-2, *Clauses Incorporated by Reference*, of this contract.

Clause No.	FAR Reference	Title	Fill-In Information; See FAR 52.104(d)
E.1.1	52.246-2	Inspection of Supplies - Fixed-Price (AUG 1996)	
E.1.2	52.246-4	Inspection of Services - Fixed Price (AUG 1996)	
E.1.3	52.246-6	Inspection - Time-and-Material and Labor-Hour (MAY 2001)	
E.1.4	52.246-11	Higher-Level Contract Quality Requirement (DEC 2014)	See Fill-In below table for paragraph (a).
E.1.5	52.246-16	Responsibility for Supplies (APR 1984)	

FAR 52.246-11 HIGHER -LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)
(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.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology

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

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

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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F.1 CLAUSES INCORPORATED BY REFERENCE - SECTION F

Clause(s) 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 addresses contained in clause 52.252-2, *Clauses Incorporated by Reference*, of this contract.

Clause No.	FAR Reference	Title
F.1.1	52.242-15	Stop-Work Order (AUG 1989)
F.1.2	52.242-15	Stop-Work Order (AUG 1989) ALT I (APR 1984)
F.1.3	52.242-17	Government Delay of Work (APR 1984)

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

Work under the contract will be performed primarily at the following locations:

- Los Alamos National Laboratory, Los Alamos, New Mexico
- Moab UMTRA Project, Moab, Utah (main office in Grand Junction, Colorado)
- West Valley Demonstration Project, Ashford, New York
- Other EM-managed Field Sites within the United States.

In accordance with DOE EM policy, some tasks may be performed remotely (via telework or similar), from the Contactor's offices, the worker's residence, or elsewhere.

Some positions may also require occasional travel to perform work at conferences, training sessions, and briefings. Most such travel will be within the United States; rarely, international travel may be required.

F.3 PERIOD OF PERFORMANCE

(a) The contract ordering period shall be five (5) years from the date of award 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 on all task orders issued before the end of the contract ordering period shall not exceed three (3) years beyond the end of the contract ordering period.

(d) The period of performance for any Time and Materials (T&M) task order shall not exceed 36 months without prior approval from the Head of Contracting Activity (HCA). The period of performance for any Firm-Fixed-Price (FFP) task order shall not exceed 60 months.

F.4 DELIVERABLES

Deliverables will be specified in each individual task order issued under the basic IDIQ contract. The Contractor shall provide the deliverables in accordance with the schedule requirements specified in each task order.

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 Section G clause 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) (FOR TASK ORDERS)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the COR under task orders issued under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

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

(a) Technical correspondence. Technical correspondence shall be addressed to the COR for this contract, and a copy of any such correspondence shall be sent to the 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 of 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.

(4) A Government Technical Monitor (TM) may be assigned by the CO pursuant to 48 CFR 642.271, at the Task Order level to assist the COR in monitoring the contractor's performance. Related technical correspondence shall be addressed to TM at the address identified in the Task Order.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist
(A) Name: Kenneth Johnson
(B) Telephone number: 513-401-2043
(C) Address: NA
(D) Email address: Kenneth.johnson@emcbc.doe.gov

(2) Contracting Officer
(A) Name: Patricia Davies
(B) Telephone number: 703-408-2157
(C) Address: NA
(D) Email address: patricia.davies@emcbc.doe.gov

(3) Contracting Officer's Representative
(A) Name: U.S. Department of Energy
(B) Telephone number: TBD
(C) Address: TBD
(D) Email address: TBD

(4) Intellectual Property Counsel
(A) Name: U.S. Department of Energy
(B) Telephone number: TBD
(C) Address: TBD
(D) Email address: TBD

(5) Government Contract Administration Office
(A) Name: U.S. Department of Energy
(B) Telephone number: TBD
(C) Mailing address: TBD
(D) Email address: TBD

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.

(b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(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) (TAILORED) (FOR T&M 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.

(b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's 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 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 task order.

(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 in accordance with the Contractor's cost accounting system.

(B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the task order.

(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 billing period must be shown and the DPLH summary completed, if applicable.

(E) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

(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 Administrative Contracting Officer (ACO) 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 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 that can be found on the CPARS website.

(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 Data Universal Numbering System (DUNS) 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 DUNS 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.8 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.

G.9 DEFECTIVE OR IMPROPER INVOICE

As specified in each contract, the name, title, office name, phone number, e-mail, and complete mailing address of those officials of the Contractor who are to be notified when DOE receives a defective or improper invoice are as follows:

Name: *Offeror Fill-In*

Title: *Offeror Fill-In*

Phone Number: *Offeror Fill-In*

E-mail: *Offeror Fill-In*

Mailing Address: *Offeror Fill-In*

G.10 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

The following personnel are authorized to issue task orders under this contract:

Any duly appointed EM DOE Contracting Officer

G.11 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and task order number and shall be subject to the following procedures:

a. Contract Correspondence. Any correspondence affecting the basic contract shall be addressed to the Contracting Officer.

b. Task Order Correspondence. Procedures for correspondence affecting an individual task order(s) only will be specified and described in each individual task order.

c. Technical Correspondence. Technical correspondence, including all reports and deliverables, shall be addressed to the COR designated for an individual task order as well as to the Technical Monitor designated for that task order (if applicable). Information copies of all technical correspondence shall be addressed to the CO for the affected task order.

d. The Contractor shall submit correspondence, reports, and deliverables as follows:

1. All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor shall prepare the requested reports and documents via site standard software (e.g., Microsoft Office Products; PDF) and provide a copy via email or on CD/DVD as required by the size of the document.

2. Electronically authorize/sign all correspondence, deliverables, and reports.

3. All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. In addition, the submission shall state which contract deliverable, when appropriate, is being submitted in the correspondence. In the event the Contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE at no cost.

PART I – THE SCHEDULE

SECTION H

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H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.2 DOE-H-2002 NO THIRD-PARTY BENEFICIARIES (OCT 2014)

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.3 DEFINITIONS

For purposes of the Section H clauses entitled, *Workforce Transition and Hiring Preferences Including through Period of Performance*, and *Workforce Transition: Plans and Timeframes*, the following definitions are applicable, unless otherwise specified:

(a) "Contract Award Date" means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33, Solicitation, Offer and Award, or other authorized official written notice.

(b) "Contract Effective Date" means the date noted in Block 28 of the SF 33, or as otherwise stated in the Contract or Contract Award Document.

(c) "Contract Transition Period" means the period of performance stated in Section F of Task Order 1 – Transition, for performance of Section C.07 of this Contract.

(d) "Incumbent Contractor" will be defined in each Task Order.

(e) "Incumbent Employees" will be defined in each Task Order.

(f) "Non-Incumbent Employees" means new hires, i.e., employees other than Incumbent Employees who are hired by the Contractor after the Notice to Proceed.

(g) "Notice to Proceed (NTP)" means the authorization issued by the Contracting Officer to start incoming transition performance on this Contract as referenced in Contractor Human Resources Management (CHRM) clauses H.4 through H.8.

H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE

The Contractor and its subcontractors shall maintain and develop trained and qualified personnel to perform the work scope included in Section C, consistent with applicable law, and the terms of this Contract, including the paragraphs set forth below. Means of maintaining and developing a

trained and qualified workforce may include, but are not limited to, the utilization of apprentices, interns, veterans, and summer hires.

The Contractor shall comply with the hiring preferences set forth below:

(a) The Contractor shall provide during the transition period and throughout the contract ordering period, and subsequent Task Order(s) period of performance extending beyond the contract ordering period, preferences in hiring for vacancies at the at the Incumbent Contractor's Site for non-managerial positions (i.e., all those below the first line of supervision) in accordance with the hiring preferences in paragraphs (1)–(2) below, in descending order of priority, and in accordance with applicable law, any applicable collective-bargaining agreement(s), and any applicable site seniority list(s) as provided to the Contractor by the Contracting Officer, as set forth below:

(1) The Contractor shall provide Incumbent Employees the preferences in paragraphs (i) and (ii) in descending order of priority.

(i) A preference in hiring for vacancies in non-managerial positions that are substantially equivalent to the position each respective Incumbent Employee held on the effective date of the contract transition Notice to Proceed date for each Task Order.

(ii) A preference in hiring for vacancies in non-managerial positions for Incumbent Employees not hired into a substantially equivalent position in (i), but who meet the qualifications for another position.

(2) The Contractor shall give a preference in hiring to individuals who, as former employees of the Incumbent Contractor are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the Incumbent Contractor's site.

(b) The Contractor shall provide, throughout each Task Order period of performance, preferences in hiring for vacancies at the Incumbent Contractor's Site for non-managerial positions (i.e., all those below the first line of supervision), in accordance with the hiring preferences in paragraphs (1) – (4) below, in descending order of priority.

(1) Consistent with any applicable collective bargaining agreement(s) and site seniority lists at the Incumbent Contractor's Site, the Contractor shall give a preference in hiring to individuals who are former employees of the Incumbent Contractor, and who are entitled to recall rights.

(2) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (i) and (ii), in descending order of priority, who are eligible for the hiring preference contained in the Section I clause of this Contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference," consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:

(i) Former employees of the Incumbent Contractor or any other DOE contractor [or subcontractor of a DOE contractor] at the Incumbent Contractor's Site for which a Task Order is issued.

(ii) Former employees of other DOE contractor(s) or subcontractor(s) at a DOE defense nuclear facility eligible for the hiring preference.

(3) The Contractor shall give a preference in hiring to individuals who (a) were formerly employed by Incumbent Contractor at the Incumbent Contractor's Site for which a Task Order is issued; and (b) were involuntarily separated (other than for cause) from their employment who are not precluded from seeking employment by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements and who are qualified for a particular position; and (c) are qualified for the position or who are not qualified for a particular position, but who agree to become qualified on their own and can become qualified by the date set by the Contractor for commencement of active employment under an individual Task Order.

(4) The Contractor shall give a preference in hiring to individuals (a) who have separated from employment at the Incumbent Contractor's Site for which a Task Order is issued for any reason other than for cause; (b) who are not precluded from seeking employment with a DOE or NNSA contractor by the terms of employee waivers or releases of claims they executed, absent repayment of severance consistent with the terms of those agreements; and (c) who are qualified for a particular position.

H.5 WORKFORCE TRANSITION: PLANS AND TIMEFRAMES

(a) Workforce Transition Plan. For each Task Order, the Contractor shall submit a Workforce Transition Plan (WF Transition Plan) for CO approval, describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Section clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and Section I clause DEAR 952.226-74, Displaced Employee Hiring Preference. The WF Transition Plan shall also detail the Contractor's plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within 10 days after NTP for each Task Order, the Contractor shall:

(i) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and the Section H clause entitled, Labor Relations, and contact information for the above personnel;

(ii) Submit to the CO a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance;

(iii)Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees, and any labor organizations representing those employees,

regarding implementation of the requirements set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance.

(iv) Submit to the Contracting Officer a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.

(2) Within 15 days after NTP for each Task Order, the Contractor shall:

(i) Submit to the CO copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance, and with the requirements of the Section H clause entitled, Labor Relations, as applicable.

(ii) Establish and provide a copy to the CO of its final written communication plan regarding:

(a) Implementation of the hiring preferences in Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance; and

(b) The communication process among DOE, site tenants, and, if applicable, labor organizations representing Incumbent Employees.

(3) Within 30 days after NTP for each Task Order, the Contractor shall provide to the CO a copy of the final WF Transition described in paragraph (A) above.

(4) Within 60 days after NTP for each Task Order, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (A)(1)(b) above.

(5) For each Task Order, the Contractor shall submit reports to the CO regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Section H clause entitled, Workforce Transition and Employee Hiring Preferences Including through Period of Performance in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates, and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.

(i) During the Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or

(ii) On a less frequent basis, if requested by the CO.

(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.

(b) Service Credit. The Contractor shall carry over leave balances and the length of service credit from Incumbent Contractor for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law and applicable collective bargaining agreements.

H.6 WORKFORCE RESTRUCTURING

(a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site. The General Plan lays out how contractor workforce restructuring will be conducted at the applicable site in a manner that is consistent with DOE policy.

(c) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) of 100 or more if consistent with the following parameters: 1) in accordance with approved laboratory and contractor policies and contract requirements; 2) no enhanced benefits (severance or pension); 3) no backfilling or re-employment of employees for a one-year period after severance is paid; 4) business case submitted 5 business days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted; reasons separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; and 5) voluntary separations offered to employees in a non-discriminatory and legally compliant manner. There is no backfilling where a separating employee is replaced by an internal candidate so long as:

(i) The separating employee is leaving voluntarily;

(ii) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, or other short-term program;

(iii) The replacement results in a net reduction in headcount and costs of regular employees; and

(iv) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

(d) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Program, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Program.

(e) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (e), if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period.

(f) The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 30 days in advance of the first communication planned to be given to the employees and public. Any other Specific Plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:

http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistantgeneral-counsel-labor-and-pension.

(g) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (e) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.

(h) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available on line at the website set forth in (e) above. Any deviation from the models must be approved by the Contracting Officer.

(i) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the Contracting Officer and DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation.

(j) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.

(k) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.

(l) Questions of cost allowability related to: a) any SSVSPs for which the Contractor provides only notification, or b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.23171(f).

H.7 DOE-H-2018 PRIVACY ACT SYSTEMS OF RECORDS (OCT 2014) REVISED

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, FAR 52.224-2, *Privacy Act*.

DOE Privacy Act System No.	DOE Privacy Act System Description [Tailor/update list as necessary in coordination with Federal records personnel]
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-63	Personal Identity Verification (PIV) Files
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not

exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, *Privacy Act*. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, *Privacy Act Notification*, and FAR 52.224-2 entitled, *Privacy Act*, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of record DOE-33, *Personnel Medical Records*, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

H.8 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) (REVISED)

(a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure

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

official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

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

(d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the CO" in all subcontracts.

H.9 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy, at a minimum, the applicable labor category qualifications, both education and experience, set forth in Section J, Attachment J-3, *Position Description & Qualifications*, except as the Contracting Officer may otherwise authorize.

H.10 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the

appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.11 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014) REVISED

The Government may award contracts to other contractors for work to be performed at a DOE-owned or DOE-controlled site or facility. The Contractor shall cooperate fully with all other onsite DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the CO or a duly authorized representative. The Contractor shall not commit any act which will interfere with the performance of work by any other contractor or by a Government employee and seek CO direction if there is an unresolved conflict.

H.12 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014) REVISED

Within 15 days after the Notice to Proceed (NTP) for the first task order, the Contractor shall submit to the CO for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72 entitled, *Organizational Conflicts of Interest*. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities, and other performing entities under the Contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the CO. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight, and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the CO for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.13 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)

(a) Pursuant to Executive EO 13990. Climate Crisis; Efforts to Protect Public Health and Environment and Restore Science, the DOE is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well-being of its Federal employees and contractor service providers. The Contractor shall use its best efforts to support DOE in meeting those commitments, including sustainable acquisition or environmentally preferable contracting which may involve several interacting initiatives, such as - (1) Alternative Fueled Vehicles and Alternative Fuels; (2) Biobased Content Products (USDA Designated Products); (3) Energy Efficient Products; (4) Non-Ozone Depleting Alternative Products; (5) Recycled Content Products (EPA Designated Products); and (6) Water Efficient Products (EPA Water Sense Labeled Products).

(b) The Contractor should become familiar with these information resources: (1) Recycled Products are described at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. (2) Biobased Products are described at http://www.biopreferred.gov/. (3) Energy efficient products are described at http://energystar.gov/products for Energy Star products. (4) FEMP designated products are described at http://www.eere.energy.gov/femp/procurement (5) Environmentally Preferable Computers are described at http://www.epeat.net. (6) Non-Ozone Depleting Alternative Products are described at http://www.epa.gov/ozone/strathome.html. (7) Water efficient plumbing fixtures are described at http://epa.gov/watersense.

(c) If, in the course of providing services at the DOE site, the Contractor's services necessitate the acquisition of any of the above types of products, it is expected that the Prescription: The

Contracting Officer shall insert the following clause in solicitations and contracts for services to be provided at a DOE-owned or - controlled site or facility. Contractor will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and the Contractor may be asked by the Contracting Officer to provide information in support of DOE's report.

H.14 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)

The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance shall be submitted to the CO for approval within 60 calendar days after the NTP. Once the diversity plan is approved by the CO, the Contractor shall implement the diversity plan within 30 calendar days of its approval by the CO.

The diversity plan shall address, at a minimum, the Contractor's approach, to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include:

(1) A statement of the Contractor's policies and practices; and

(2) Planned initiatives and activities that demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse workforce. The diversity program shall also address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's workforce; (2) educational outreach, including a mentor/protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

An annual diversity report shall be submitted to the Contracting Officer's Representative. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the CO's approval.

H.15 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (FEB 2017) – ALTERNATE I

Designated Federal holidays. Federal employees observe the following Federal holidays: (1) New Year's Day (2) Birthday of Martin Luther King, Jr. (3) Washington's Birthday (4) Memorial Day (5) Independence Day (6) Labor Day (7) Juneteenth (8) Columbus Day (9) Veterans Day (10) Thanksgiving Day (11) Christmas Day (12). Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or

Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

Unscheduled closures. Occasionally, an individual Federally-owned or - controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

The Contractor shall provide the services required by the contract at Federally-owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless the Contractor has a telework policy, approved by the Contracting Officer, that allows for the employees to provide services for such work hours via telework and requires the Contractor to pay its employees for such work hours.

H.16 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause DEAR 952.204-75 entitled, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract, including its task orders, shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven calendar days prior to the planned issue date, submit a draft copy to the CO of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The CO will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.17 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014) (APPLIES ONLY TO FIXED-PRICE TASK ORDERS REQUIRING WORK ON A GOVERNMENT INSTALLATION)

(a) In accordance with the clause FAR 52.228-5*, Insurance – Work on a Government Installation*, the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.

(2) Employer's liability - $100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).

(3) Comprehensive bodily injury liability - $500,000.

(4) Property damage liability – None, unless otherwise required by the Contracting Officer.

(5) Comprehensive automobile bodily injury liability - $200,000 per person and $500,000 per occurrence.

(6) Comprehensive automobile property damage - $20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.18 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CRF 851 (OCT 2014)

(a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR).

Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.19 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)

In accordance with the clause FAR 52.245-1, *Government Property*, if applicable, the Government will provide the property listed in each individual Task Order.

H.20 DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014) (FOR T&M TASK ORDERS)

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the DOE for each of the Contractor's fiscal years for the life of the contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, “Indirect Cost Rates,” FAR 31.205-18, “Independent Research and Development and Bid and Proposal Costs,” and DEAR 931.205-18, “Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs.”

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA.

(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

H.21 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014)

The Contractor's performance under each individual Task and/or Delivery Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J of each individual Task and/or Delivery Order, and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

H.22 DOE-H-2058 DESIGNATION AND CONSENT OF TEAMING SUBCONTRACTS – ALTERNATE I (OCT 2014) REVISED

(a) The following subcontractors have been determined to be Teaming Subcontractors:

- JGMS-Government Services, LLC
- Stratra-G, LLC
- WAI Construction Group, LLC

(b) In the event that the Contractor plans either to award or use a new teaming subcontract or replace an existing, approved teaming subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved Teaming Subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new Teaming Subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed Teaming Subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one-time basis only and should not be construed as authorizing the use of the new Teaming Subcontractor on future Task Orders.

H.23 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics, and artifacts.

The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contacting Officer.

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

H.24 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting

procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the CO or the matter is conclusively disposed of in accordance with the Disputes clause.

H.25 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

DOE O 206.2	Identity, Credential, and Access Management (ICAM)	February 19, 2013

H.26 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014) REVISED

(a) Performance of work under this contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to –

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;

(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

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

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies, or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.27 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES - ALTERNATE I (OCT 2014)

(a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor’s use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government’s direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

(b) The Contractor shall immediately provide written notice to the Contracting Officer’s Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a

violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.28 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., Office of Inspector General (OIG), other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the OIG.

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must –

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and

(3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.29 DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)

(a) Pursuant to the clause at DEAR 952.204-2, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

DOE Order 470.4B	Safeguards and Security Program	7/21/11
DOE Manual 470.4-1, Chg. 2	Safeguards and Security Program Planning and Management	7/21/11
DOE Order 205.1B, Chg. 3	Department of Energy Cyber Security Management	5/16/11

H.30 DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES OR SERVICES (OCT 2014)

(a) Pursuant to the Government Property clause of each Task Order, the Government shall, during the period of performance of each Task Order, furnish to the Contractor office space for ***(will be decided on an individual Task Order basis)***. Additional office space may be provided by the Government as necessary for Task Order performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

(b) As necessary during performance of each Task Order, the Government shall provide to the Contractor, for that office space described in paragraph (a) above, office furnishings, supplies, utilities, telephone, janitorial and mail services, and access to Government-owned computer systems.

H.31 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014) (APPLIES TO TIME-AND-MATERIAL TASK ORDERS)

The Contractor agrees that:

(a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

(i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

(e) The contactor will provide information on conferences they plan to sponsor with expected costs exceeding $100,000 in the Department's Conference Management Tool, including:

(1) Conference title, description, and date

(2) Location and venue

(3) Description of any unusual expenses (e.g., promotional items)

(4) Description of contracting procedures used (e.g., competition for space/support)

(5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)

(6) Number of attendees

(f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed $100,000 until notified of approval by the contracting officer.

(g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.

(1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

(i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed $10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.

(2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

(3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

(1) Track all conference expenses.

(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of $100,000 or greater.

(i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than $10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.32 DOE-H-2069 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (OCT 2014) REVISED

(a) Definition. For purposes of this clause, "domestic extended personnel assignments" are defined as any assignment of contractor personnel to a domestic location different than their permanent duty station for a period expected to exceed 30 consecutive calendar days.

(b) All extended personnel assignments must be requested, justified, and receive prior approval from the Contracting Officer. For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station

allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for in-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(4) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his/her permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first for purposes of the 3 year rule.

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

(6) The Contractor shall include the substance of this clause, including justification and Contracting Officer approval, in all subcontracts in which travel will be reimbursed at cost.

H.33 DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014) REVISED

(a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the required key personnel will be incorporated in the Task Order(s) as identified below (Table H-1):

Table H-1 - Key Personnel

Name	Position
To be designated on the Task Order level.	To be designated on the Task Order level.

In addition to the requirement for the CO's approval before removing, replacing, or diverting any of the listed key personnel, the CO's approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The CO and designated COR(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be assigned full-time to their respective positions and their permanent duty station will be identified on the Task Order level. The Contractor shall notify the CO and request approval in writing at least 60 days in advance of any changes to key personnel.

(c) Definitions. In addition to the definitions contained in the clause DEAR 952.215-70, the following shall apply:

(1) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond 30 working days; or (iii) assigning a current key person for work outside the Contract.

(2) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel" Contract reductions for changes to Key Personnel.

(d) For all Task Orders issued under this IDIQ, any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of price according to (d)(1) or (d)(2) below.

(1) Notwithstanding the approval by the CO, any time a key person is removed, replaced, or diverted within six months of being placed in the position, the invoice payment(s) of the affected active task order(s) may be permanently reduced by **$50,000**. A change to a key person "Beyond the Contractor's Control" shall not result in a reduction under this subsection.

(2) The Contractor may request in writing that the CO consider waiving all or part of a reduction in invoice payment(s). Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction.

H.34 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those DOE directives, or parts thereof listed in Section J, Attachment J-2 – Requirement Sources

and Implementing Documents (List A) and List of Applicable DOE Directives (List B) or identified elsewhere in the contract.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, *Changes – Fixed-Price* for FFP task orders, and/or FAR 52.243-3, *Changes – Time-and-Materials or Labor-Hours* for T&M task orders.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.35 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014) (REVISED)

(a) The Government may provide Government-owned and/or -leased motor vehicles for the Contractor's use in performance of this contract, including its task orders, in accordance with the clauses FAR 52.245-1, *Government Property*, and FAR 52.251-2, *Interagency Fleet Management System (IFMS) Vehicles and Related Services*

(b) The Contractor shall ensure that its employees use and operate Government-owned and/or -leased motor vehicles in a responsible and safe manner to include the following requirements:(1) Use vehicles only for official purposes and solely in the performance of the contract. (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.(3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.(4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.(5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.(6) Use seat belts while operating or riding in a Government vehicle.(7) Do not use tobacco products while operating or riding in a Government vehicle.(8) Do not provide transportation to strangers or

hitchhikers. (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*. (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.

(c) The Contractor shall— (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract, including its Task Orders.

(d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or -leased vehicles are to be provided for use by subcontractor employees.

H.36 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)

The Contractor agrees that:

(a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

(b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.37 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on task orders awarded against this contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matter pending before Congress. This restriction in in addition to those prescribed elsewhere in statute and regulation.

H.38 DOE-H-2077 DEPARTMENT OF ENERGY TRAINING INSTITUTE OCCUPATIONAL HEALTH, SAFETY, AND EMERGENCY RESPONSE (JAN 2017)

(a) The Contractor shall utilize the DOE Training Institute (DTI) resources to the maximum extent practical for occupational, health, safety, and emergency response training. The Contractor, as applicable, shall use DTI by utilizing the reciprocity program, instructor-certification, mobile training teams, and use of common core curriculum as applicable.

(1) Reciprocity: The DTI Training Reciprocity program evaluates and certifies training programs and core content against DOE requirements, establishing a basis for consistent training. Reciprocity reduces redundant training to improve employee mobility and project mobilization, saving time and resources. Reference DOE Policy 364.1.

(2) Common Core Curriculum: Courses in the Common Core Training Program are developed and maintained by DTI instructional designers and subject matter experts. These courses are available enterprise-wide for delivery by DTI-certified instructors. Common Core Training eliminates duplicative course development and maintenance activities while providing maximum flexibility for delivery.

(3) Instructor-Certification: The DTI Instructor Certification Program recognizes subject matter experts and experienced trainers who are qualified to deliver common core courses across the DOE enterprise. The Contractor selects instructors to be certified by DTI.

(4) Mobile Training Teams: Mobile Training Teams are available to DOE locations who do not maintain the capability to deliver a specific course. Courses are delivered by certified DTI instructors who are subject matter experts in the topical area.

(b) DTI course offerings, information on becoming a certified DTI trainer, enrollment, and contact information can be found on https://ntc.doe.gov/.

(c) DTI training shall be considered common core fundamental material. Contractors are expected to provide gap training needed to address site specifics identified through their approved Integrated Safety Management (ISM) Program and associated program plans required by existing DOE requirements. Gap training shall not repeat fundamental training core content.

(d) DTI training is funded by DOE with no cost to the Contractors.

(e) The Contractor shall first consider DTI for all applicable training needs and only obtain such training outside of DTI after written approval of the CO following the Contractor's written request containing the following:

(1) rationale describing in detail why DTI provided material, including contractor supplemented site specific material, is insufficient,

(2) rationale supporting the increased cost, scope, and schedule of maintaining a local course and capability for training instruction proposed in place of DTI training, and

(3) rationale as to why the loss of standardization DOE is seeking by using alternative materials is of value to the DOE. Prior to requesting CO approval, the contractor shall complete the course request form at https://ntc.doe.gov/. DTI will respond within 10 working days on the availability of DTI course materials that might provide the course or assist in the development of the Contractor course.

(f) This contract clause shall be flowed down to all subcontractors, and the Contractor is responsible for compliance by its employees and subcontractors.

H.39 DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER

The Contractor is encouraged to utilize the DOE National Training Center (NTC) training resources for occupational health, safety, safeguards, and security. NTC training is funded by DOE with no cost to the Contractor. NTC course offerings, information on NTC site certification, enrollment, and contact information can be found at https://ntc.doe.gov.

NTC training should be considered common core fundamental material. The Contractor may need to provide gap training to address site specifics identified through its approved Integrated Safety Management Program and associated program plans required by existing DOE requirements. Gap training should not repeat fundamental training core content.

H.40 DOE-H-2078 MULTIFACTOR AUTHENTICATION FOR INFORMATION SYSTEMS

The Contractor shall take all necessary actions to achieve multifactor authentication (MFA) for standard and privileged user accounts of all classified and unclassified networks. In so doing, the Contractor shall comply with the requirements and procedures established in the document "U.S. Department of Energy Multifactor Authentication Implementation Approach" and its appendices as determined by the Contracting Officer.

H.41 TASK ORDERING PROCEDURE

(a) A Task Order may be issued under this Master IDIQ Contract for any work scope covered by Section C, Performance Work Statement. Task Orders may be issued as Firm-Fixed-Price (FFP) or Time and Materials (T&M).

(b) All Task Orders shall be completed in accordance with the Master IDIQ Contract requirements, in addition to the requirements as stated within the Task Order. In the event of a conflict between the Task Order and the Contractor's Task Order proposal, the Task Order shall prevail.

(c) The contractor agrees that issuance of a Task Order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(d) For Task Orders exceeding $6 million, the requirement to provide all awardees a fair opportunity to be considered for each order shall include, at a minimum:

(1) A notice of the Task Order that includes a clear statement of the agency's requirements;

(2) A reasonable response period;

(3) Disclosure of the significant factors and subfactors, including price, that the agency expects to consider in evaluating proposals, and their relative importance;

(4) Where award will be made on a best value basis, a written statement documenting the basis for award and the relative importance of quality and price or cost factors; and

(5) An opportunity for a post-award debriefing in accordance with FAR 16.505(b)(6).

(e) In accordance with FAR 16.505(b)(1), each awardee under the Master IDIQ will be given fair opportunity to be considered for Task Orders exceeding the micropurchase threshold, unless one of the following exceptions in FAR 16.505(b)(2) applies:

(1) The agency need for the supplies or services is so urgent that providing fair opportunity would result in unacceptable delays;

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

(4) It is necessary to place an order to satisfy a minimum guarantee;

(5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source;

(f) Prior to issuing a Task Order, the CO will provide the Contractors with a Request for Task Order Proposal (RTP) including, at a minimum, the following:

(1) A Task Order Performance Work Statement (PWS) providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and

period of performance, as well as identifying the objectives or results desired from the contemplated Task Order;

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met;

(3) The requirements for the Contractor's Task Order proposal (see reference paragraph (g) below);

(4) A response time for submitting the Task Order proposal.

(g) Task Orders will be issued on forms specified and provided by the Government. Task Orders will be numbered. All Task Order modifications will be issued in writing on a Standard Form 30 and will be numbered sequentially.

(h) The Contractor's Task Order Proposals should include the following, as applicable to individual Task Orders:

(1) Discussion of the technical approach for performing the work;

(2) Date of commencement of work and any necessary revision to the schedule of performance stipulated by the Government;

(3) Task Order proposals shall comply and be in accordance with FAR Part 31 – Contract Cost Principles and Procedures;

(4) Proposed deviations (if any) from the stated PWS requirements;

(5) Any other information required to determine the reasonableness of the Contractor's proposal.

(6) Facility Clearance documentation submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site at https://foci.anl.gov/ for Offeror, subcontractor(s) and/or joint venture if not currently cleared

(7) Any known delivery regarding data and/or information technology (IT) will be addressed at the task order level.

(i) Procedures for Conducting Task Order Competitions

(1) Pre-proposal

(a) If a pre-proposal conference is held or a draft Request for Task Order Proposal (RTP) is issued, there will be an opportunity for submittal of relevant written questions and answers.

(b) Site visits are at the discretion of the CO. If there is an opportunity for site visits, a minimum or fourteen (14) calendar days' notice will be provided to Contractors.

(c) A draft RTP may request limited technical and/or limited price information.

(2) After submission of proposals, the following exchanges with Contractors will not necessitate exchanges with all Offerors:

(a) Limited exchanges to clarify (without permitting revisions) certain aspects of proposals or to resolve minor or clerical errors.

(b) Obtain agreement to caps on indirect rates.

(c) Adverse past performance information.

(d) Substitutions of past performance references.

(e) Any other matters pertaining to past performance.

(f) Questions pertaining to locating information in proposals.

(g) Requests for back-up to price information.

(h) Questions and answers to questions concerning mathematical calculations.

(j) Revisions to Proposals

(1) The CO has the right to not request revised proposals from all Contractors that have submitted proposals in response to an RTP. Based upon consideration of price and technical submissions, the CO has the right to limit the number of revisions to proposals to the greatest number that will permit an efficient competition. The CO has the right to not request revisions from Contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable.

(a) The CO has the right to conduct discussions on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is nothing in the other sections of the technical and cost proposal that would necessitate any revisions.

(b) The CO has the right to not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.

(c) All Contractors which have been requested to submit revisions will be provided a common date by which all final revisions are to be submitted.

(2) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (l)(1) above.

(k) Basis for Award of Task Orders: The basis for award of task orders may vary and will be described in each RTP.

(l) The Contractor shall provide acknowledgement to the CO of receipt of the Task Order within 2 business days after receipt.

(m) The Contractor shall deliver all Task Order specific deliverables as stated in the Task Order.

(n) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for:

i. A protest on the grounds that the Task Order increases the scope, period, or maximum value of the contract; or

ii. A protest of a Task Order valued in excess of $10 million (10 U.S.C. 2304c(e)). Protests of Task Orders in excess of $10 million may only be filed with the Government Accountability Office in accordance with the procedures at FAR 33.104.

(o) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the CO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task orders under this contract, does not act in the capacity of a CO, and does not participate in the adjudication of contract disputes regarding multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

H.42 DOE-H-2080 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (APR 2018)

Program implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

Subcontracts.

(a) The Contractor agrees to notify the Contracting Officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707, unless the Contracting Officer agrees to a different date.

(b) The DOE Prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE Prime Contractor shall review and approve each subcontractor's program and shall periodically

monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(c) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

H.43 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be accounted for in accordance with the terms of this Contract.

H.44 CONTRACTOR EMPLOYEE TRAINING

The Contractor shall be responsible for selecting personnel who are well qualified to perform the required work, overseeing their performance, and ensuring that the quality of services meets Government expectations. The Contractor shall hire only competent personnel, meeting at least the minimum qualification requirements, to be used in the performance of any Task Order issued under this Contract. DOE shall have the right to direct the Contractor to require the replacement of any employee of the Contractor who does not meet the qualification, training, and certification requirements necessary to perform the work. Personnel assigned by the Contractor shall also practice good standards of moral and ethical conduct that are acceptable to the Government.

The Contractor shall provide fully qualified and trained personnel from its own resources to support the requirements under this contract. The Contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging orders, regulations, directives, and proven technologies applicable to the work to be performed.

The Contractor shall ensure that all employees who perform services under this Contract attend mandatory DOE-provided security and/or safety training within 30 days of the issuance of task orders and at least once annually thereafter. The Contractor is responsible to complete any project training discussed in the Scope of Work or as directed by the Contracting Officer or Contracting Officer Representative. The Contractor shall ensure that every employee expected to work on this contract is adequately trained and instructed to perform the work safely and competently.

H.45 U.S. DEPARTMENT OF ENERGY OFFICE OF ENVIRONMENTAL MANAGEMENT QUALITY ASSURANCE PROGRAM (QAP)

The Contractor shall implement a DOE approved Quality Assurance Program (QAP) in accordance with the current revision as of the date of this solicitation, of the *EM QAP*, EM-QA-001.

The Contractor's QAP shall document the method for determining which quality requirements are flowed down to subcontractors and suppliers and the process used for implementation of that method, including flow-down of EM-QA-001.

The Contractor's QAP shall document the basis for the graded approach (as defined in DOE Order 414.1D and EM-QA-001) and process used for implementation of that approach.

Contractors have three options for complying with the QAP contract requirement:

(a) Develop and submit, for DOE approval, a new QAP;

(b) Adopt the prior Contractor's DOE-approved QAP (if available); or

(c) Modify the prior Contractor's DOE-approved QAP (if available) and submit it for DOE approval.

Development of a new QAP, or adoption of an existing or modified version of a QAP from a prior contractor, does not alter a Contractor's legal obligation to comply with 10 CFR 830, other regulations affecting QA and DOE Order 414.1D.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

Consistent with the approved QAP, the Contractor shall develop/adopt and implement a comprehensive Issues Management System (as defined in DOE Order 226.1B) for the identification, assignment of significance category, and processing of issues identified within the Contractor's organization.

H.46 SUBCONTRACTOR TIMEKEEPING RECORDS SIGNATURE REQUIREMENT

The Contractor shall obtain timecards for all hourly subcontract employees, at all tiers, performing on non-fixed-price subcontracts. For purposes of this Clause, non-fixed-price subcontracts are those of a type containing a T&M or variable component in them, which includes those contract types covered by FAR Subpart 16.3, *Cost Reimbursement Contracts*, FAR Section 16.405, *Cost Reimbursement Incentive Contracts*, and FAR Subpart 16.6, *Time and Materials, Labor Hour, and Letter Contracts*. Note that the requirements of this Clause also pertain to Task Orders, tasks, and/or Contract Line Items Numbers from Indefinite Delivery (see FAR Subpart 16.5, *Indefinite Delivery Contracts*) and hybrid contracts that are of a type covered by the FAR citations in the prior sentence. The timecards must be obtained by the Contractor prior to the Contractor paying for these subcontract costs and prior to billing DOE for these costs. The timecards must reflect actual hours worked, be signed by the subcontract employee, and be certified by the subcontract employees' supervisor prior to the Contractor obtaining them.

Subcontractors at all tiers performing work under non-fixed-price subcontracts shall maintain adequate timekeeping procedures, controls, and processes for billing Government work. The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts. The audit shall be conducted to unmodified Institute of Internal Auditors standards, if conducted internally, or unmodified Generally Accepted Government Auditing Standards (GAGAS), if conducted externally. This Clause shall be flowed down to all non-fixed-price subcontracts at all tiers.

H.47 MANAGEMENT OF ACCOUNTABLE PROPERTY

Accountable personal property is any property item with an original unit acquisition cost of $10,000 or more; or meeting the precious metals, sensitive, or high-risk personal property definitions. Accountable property records must be managed and maintained current in a property management system of record from inception to formal disposition and removal from DOE inventory.

H.48 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S)

The prime contractor, Akima Systems Engineering, LLC, is responsible for the completion of all aspects of this contract. To effectively and satisfactorily execute its responsibility to manage and accomplish the contract work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in FAR Subpart 9.5 and specifically FAR 9.505(a), and notwithstanding any other provision of this Contract, the prime contractor is, absent prior written consent from the CO, prohibited from entering a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to before placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

H.49 MATERIALS

The Contractor shall be entitled to reimbursement of the expenses incurred for allowable and relatable materials related to the work scope performed on T&M task orders awarded against this contract. The Contractor shall submit to the Contracting Officer a request for material purchase with supporting documentation to include a description of the item, date needed, and any applicable market research for approval prior to incurring any cost. Material costs shall be reimbursed up to the not-to-exceed amounts for Materials listed in the pricing schedules the applicable task order.

H.50 CONSERVATION OF UTILITIES

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities. For example, the Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.51 ENVIRONMENTAL AND ENERGY CONSERVATION CONSIDERATIONS

The Contractor shall comply with energy use policies for the DOE owned or leased facility. The Contractor shall adhere to a recycling program and to seek out materials produced from recycled materials.

H.52 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014) (Revised)

For each Task Order, the Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Task Order as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section L, Attachment L1, and in Section J of the Task Order. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO. A separate Performance Guarantee Agreement will be required for each Task Order awarded under the Master IDIQ Contract.

H.53 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section L Attachment L1 entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official

Name: Duncan Greene

Position: Group President MSET

Company/Organization: Akima, LLC

Address: 2553 Dulles View Dr. Suite #700, Herndon, VA 20171

Phone: (410) 279-2335

Facsimile: n/a

Email: duncan.greene@akima.com

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors

Name: Zachariah Conover

Position: Manager

Company/Organization: Akima, LLC

Address: 2553 Dulles View Dr. Suite #700, Herndon, VA 20171

Phone: (609) 602-9936

Facsimile: n/a

Email: zach.conover@akimase.com

Name: Christopher Jenkins

Position: Manager

Company/Organization: Akima, LLC

Address: 2553 Dulles View Dr. Suite #700, Herndon, VA 20171

Phone: (703) 766-6220

Facsimile: n/a

Email: christopher.jenkins@akima.com

Name: William Monet

Position: Manager

Company/Organization: Akima, LLC

Address: 2553 Dulles View Dr. Suite #700, Herndon, VA 20171

Phone: (703) 766-6805

Facsimile: n/a

Email: bill.monet@akima.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.54 INFORMATION TECHNOLOGY AND CYBER SECURITY REQUIREMENTS

In the performance of the information technology and cyber security requirements of this Contract, the Contractor is responsible for compliance with the following items. Consistent with Section H clause entitled *Laws, Regulations, and DOE Directives*, omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

(a) Code of Federal Regulations (CFR):

(1) 10 CFR 824 et seq., Procedures Rules for the Assessment of Civil Penalties for Classified Information Security Violations

(2) 10 CFR 1004 et seq., Freedom of Information Act

(3) 36 CFR Chapter XII, Subchapter B et seq., Records Management

(4) 41 CFR 102 et seq., Federal Management Regulation

(b) United States Code (USC):

(1) 5 USC 552a et seq., Privacy Act

(2) 6 USC 1 et seq., Homeland Security Organization

(3) 6 USC 6 et seq., Cybersecurity

(4) 15 USC Chapter 100 et seq., Cybersecurity Research and Development

(5) 17 USC 1 § 101 et seq., Subject Matter and Scope Of Copyright, Definitions

(6) 18 USC 1030 et seq., Fraud and Related Activity in Connection with Computers

(7) 18 USC Chapter 119 et seq., Wire and Electronic Communications Interception and Interception of Oral Communications

(8) 18 USC Chapter 121 et seq., Stored Wire and Electronic Communications and Transactional Records Access

(9) 29 USC 16, Subchapter V, 794 (d) et seq., Electronic and Information Technology

(10) 31 USC § 501 et seq., Office of Management and Budget

(11) 31 USC § 1101 et seq., The Budget and Fiscal, Budget, and Program Information; Definitions

(12) 40 USC Subtitle III et seq., Information Technology Management

(13) 41 USC Subtitle I, Division A, Chapter 1, Subchapter I, § 101 et seq., Federal Procurement Policy, Administrator

(14) 44 USC 1 § 101 et seq., Joint Committee on Printing: Membership

(15) 44 USC 21 et seq., National Archives and Records Administration

(16) 44 USC 29 et seq., Records Management by the Archivist of the United States

(17) 44 USC 31 et seq., Records Management by Federal Agencies

(18) 44 USC 33 et seq., Disposal of Records

(19) 44 USC 35 et seq., Coordination of Federal Information Policy

(20) 44 USC 36 et seq., Management and Promotion of Electronic Government Services

(c) Executive Orders:

(1) Executive Order 14034, Protecting Americans' Sensitive Data from Foreign Adversaries

(2) Executive Order 14028, Improving the Nation's Cybersecurity

(3) Executive Order 13984, Taking Additional Steps to Address the National Emergency With Respect to Significant Malicious Cyber-Enabled Activities

(4) Executive Order 13960, Promoting the Use of Trustworthy Artificial Intelligence in the Federal Government

(5) Executive Order 13873, Securing the Information and Communications Technology and Services Supply Chain

(6) Executive Order 13870, America's Cybersecurity Workforce

(7) Executive Order 13859, Maintaining American Leadership in Artificial Intelligence

(8) Executive Order 13858, Strengthening Buy-American Preferences for Infrastructure Projects

(9) Executive Order 13833, Enhancing the Effectiveness of Agency CIOs

(10) Executive Order 13800, Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure

(11) Executive Order 13702, Creating a National Strategic Computing Initiative

(12) Executive Order 13691, Promoting Private Sector Cybersecurity Information Sharing

(13) Executive Order 13642, Making Open and Machine Readable the New Default for Government Information

(14) Executive Order 13636, Improving Critical Infrastructure Cybersecurity

(15) Executive Order 13589, Promoting Efficient Spending

(16) Executive Order 13587, Structural Reforms To Improve the Security of Classified Networks and the Responsible Sharing and Safeguarding of Classified Information

(17) Executive Order 13556, Controlled Unclassified Information

(18) Executive Order 13526, Classified National Security Information

(19) Executive Order 13231, Critical Infrastructure Protection in the Information Age, as amended by Executive Order 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection With the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 13316, Continuance of Certain Federal Advisory Committees; Executive Order 13385, Continuance of Certain Federal Advisory Committees and Amendments to and Revocation of Other Executive Orders; and Executive Order 13652, Continuance Of Certain Federal Advisory Committees

(20) Executive Order 13218, 21st Century Workforce Initiative, as amended by Executive Order 13316, Continuance of Certain Federal Advisory Committees

(21) Executive Order 13103, Computer Software Piracy

(22) Executive Order 12958, Classified National Security Information E-Government, as amended by Executive Order 12958, Classified National Security Information

(d) Office of Management and Budget (OMB) Circulars/Memoranda:

(1) OMB Circular A-11, Preparation, Submission, and Execution of the Budget

(2) OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities

(3) OMB Circular A-130, Managing Federal Information as a Strategic Resource

(4) OMB Memorandum M-21-31, Improving the Federal Government's Investigative and Remediation Capabilities Related to Cybersecurity Incidents

(5) OMB Memorandum M-21-30, Protecting Critical Software Through Enhanced Security Measures

(6) OMB Memorandum M-21-22, Update to Implementation of Performance Management Statutes

(7) OMB Memorandum M-21-07 Completing the Transition to Internet Protocol Version 6 (IPv6)

(8) OMB Memorandum M-21-06, Guidance for Regulation of Artificial Intelligence Applications

(9) OMB Memorandum M-21-05, Extension of Data Center Optimization Initiative (DCOI)

(10) OMB Memorandum M-21-04, Modernizing Access to and Consent for Disclosure of Records Subject to the Privacy Act

(11) OMB Memorandum M-21-02, Fiscal Year 2020-2021 Guidance on Federal Information Security and Privacy Management Requirements

(12) OMB Memorandum M-20-32, Improving Vulnerability Identification, Management, and Remediation

(13) OMB Memorandum M-20-29, Research and Development Budget Priorities and Cross-cutting Actions

(14) OMB Memorandum M-20-19, Harnessing Technology to Support Mission Continuity

(15) OMB Memorandum M-19-26, Update to the Trusted Internet Connections (TIC) Initiative

(16) OMB Memorandum M-19-21, Transition of Electronic Records

(17) OMB Memorandum M-19-19, Update to Data Center Optimization Initiative

(18) OMB Memorandum M-19-18, Federal Data Strategy – A Framework for Consistency

(19) OMB Memorandum M-19-17, Enabling Mission Delivery through Improved Identity, Credential, and Access Management

(20) OMB Memorandum M-19-16, Centralized Mission Support Capabilities for the Federal Government

(21) OMB Memorandum M-19-10, Guidance for Achieving Interoperability with the National Freedom of Information Act (FOIA) Portal on FOIA.gov

(22) OMB Memorandum M-19-03, Strengthening the Cybersecurity of Federal Agencies by enhancing the High Value Asset Program

(23) OMB Memorandum M-18-12, Implementation of the Modernizing Government Technology Act

(24) OMB Memorandum M-17-25, Reporting Guidance for Executive Order on Strengthening the Cybersecurity of Federal Networks and Critical Infrastructure

(25) OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information

(26) OMB Memorandum M-17-06, Policies for Federal Agency Public Websites and Digital Services

(27) OMB Memorandum M-17-04, Additional Guidance for Data Act Implementation: Further Requirements For Reporting And Assuring Data Reliability

(28) OMB Memorandum M-16-21, Federal Source Code Policy: Achieving Efficiency, Transparency, and Innovation through Reusable and Open Source Software

(29) OMB Memorandum M-16-20, Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services

(30) OMB Memorandum M-16-17, OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control

(31) OMB Memorandum M-16-16, 2016 Agency Open Government Plans

(32) OMB Memorandum M-16-15, Federal Cybersecurity Workforce Strategy

(33) OMB Memorandum M-16-14, Category Management Policy 16-2: Providing Comprehensive Identity Protection Services, Identity Monitoring, and Data Breach Response

(34) OMB Memorandum M-16-12, Category Management Policy 16-1: Improving the Acquisition and Management of Common Information Technology: Software Licensing

(35) OMB Memorandum M-16-04, Cybersecurity Strategy and Implementation Plan (CSIP) for the Federal Civilian Government

(36) OMB Memorandum M-16-02, Category Management Policy 15-1: Improving the Acquisition and Management of Common Information Technology: Laptops and Desktops

(37) OMB Memorandum M-15-14, Management and Oversight of Federal Information Technology

(38) OMB Memorandum M-15-13, Policy to Require Secure Connections across Federal Websites and Web Services

(39) OMB Memorandum M-15-12, Increasing Transparency of Federal Spending by Making Federal Spending Data Accessible, Searchable, and Reliable

(40) OMB Memorandum M-13-13, Open Data Policy – Managing Information as an Asset

(41) OMB Memorandum M-13-10, Antideficiency Act Implications of Certain Online Terms of Service Agreements

(42) OMB Memorandum M-12-21, Addendum to OMB Memorandum M-98-13 on Federal Use of Energy Savings Performance Contracts (ESPCs) and Utility Energy Service Contracts (UESCs)

(43) OMB Memorandum M-12-10, Implementing PortfolioStat

(44) OMB Memorandum M-11-03, Issuance of OMB Circular A-16 Supplemental Guidance

(45) OMB Memorandum M-10-27, Information Technology Investment Baseline Management Policy

(46) OMB Memorandum M-10-26, Immediate Review of Financial Systems IT Projects

(47) OMB Memorandum M-10-23, Guidance for Agency Use of Third-Party Websites and Applications

(48) OMB Memorandum M-10-22, Guidance for Online Use of Web Measurement and Customization Technologies

(49) OMB Memorandum M-10-10, Federal Agency Coordination on Health Information Technology (HIT)

(50) OMB Memorandum M-10-06, Open Government Directive

(51) OMB Memorandum M-08-15, Tools Available for Implementing Electronic Records Management

(52) OMB Memorandum M-07-13, Implementation of the OMB Bulletin on Good Guidance Practices and Executive Order 13422 (amending Executive Order 12866)

(53) OMB Memorandum M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors

(54) OMB Memorandum M-05-23, Improving Information Technology (IT) Project Planning and Execution

(55) OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6)

(56) OMB Memorandum M-04-24, Expanded Electronic Government (E-Gov) President's Management Agenda (PMA) Scorecard Cost, Schedule and Performance Standard for Success

(57) OMB Memorandum M-04-19, Information Technology (IT) Project Manager (PM) Qualification Guidance

(58) OMB Memorandum M-04-16, Software Acquisition

(59) OMB Memorandum M-04-15, Development of Homeland Security Presidential Directive (HSPD) – 7 Critical Infrastructure Protection Plans to Protect Federal Critical Infrastructures and Key Resources

(60) OMB Memorandum M-04-08, Maximizing Use of SmartBuy and Avoiding Duplication of Agency Activities with the President's 24 E-Gov Initiatives

(61) OMB Memorandum M-04-04, E-Authentication Guidance

(62) OMB Memorandum M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002

(63) OMB Memorandum M-03-18, Implementation Guidance for the E-Government Act of 2002

(64) OMB Memorandum M-03-17, Program Assessment Rating Tool (PART) Update

(65) OMB Memorandum M-03-04, Determination Orders Organizing the Department of Homeland Security

(66) OMB Memorandum M-02-15, Revision of OMB Circular A-16

(67) OMB FedRAMP Memorandum, Security Authorization of Information Systems in Cloud Computing Environments

(68) OMB Memorandum M-02-09, Reporting Instructions for the Government Information Security Reform Act and Updated Guidance on Security Plans of Action and Milestones

(69) OMB Memorandum M-02-01, Guidance for Preparing and Submitting Security Plans of Action and Milestones

(70) OMB Memorandum M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy

(71) OMB Memorandum M-00-15, Guidance on Implementation of the Electronic Signatures in Global and National Commerce Act (E-SIGN)

(72) OMB Memorandum M-00-10, OMB Procedures and Guidance on Implementing the Government Paperwork Elimination Act

(73) OMB Memorandum M-00-07, Incorporating and Funding Security in Information Systems Investments

(74) OMB Memorandum M-99-18, Privacy Policies on Federal Web Sites

(75) OMB Memorandum M-99-05, Instructions on Complying with President's Memorandum of May 14, 1998, "Privacy and Personal Information in Federal Records"

(76) OMB Memorandum M-98-13, Federal Use of Energy Savings Performance Contracting

(77) OMB Memorandum M-98-09, Updated Guidance on Developing a Handbook for Individuals Seeking Access of Public Information

(78) OMB Memorandum M-98-04, Annual Performance Plans Required by the Government Performance and Results Act (GPRA)

(79) OMB Memorandum M-97-09, Interagency Support for Information Technology

(80) OMB Memorandum M-97-07, Multiagency Contracts Under the Information Technology Management Reform Act of 1996

(81) OMB Memorandum M-97-02, Funding Information Systems Investments

(82) OMB Memorandum M-96-20, Implementation of the Information Technology Management Reform Act of 1996

(e) Department of Homeland Security (DHS) Emergency and Binding Operational Directives

(1) DHS ED 21-04, Mitigate Windows Print Spooler Service Vulnerability

(2) DHS ED 21-03, Mitigate Pulse Connect Secure Product Vulnerabilities

(3) DHS ED 21-01, Mitigate SolarWinds Orion Code Compromise

(4) DHS ED 20-04, Mitigate Netlogon Elevation of Privilege Vulnerability from August 2020 Patch Tuesday

(5) DHS ED 20-03, Mitigate Windows DNS Server Vulnerability from July 2020 Patch Tuesday

(6) DHS ED 20-02, Mitigate Windows Vulnerabilities from January 2020 Patch Tuesday

(7) DHS ED 19-01, Mitigate DNS Infrastructure Tampering

(8) DHS BOD 20-01, Develop and Publish a Vulnerability Disclosure Policy

(9) DHS BOD 19-02, Vulnerability Remediation Requirements for Internet Accessible Systems

(10) DHS BOD 18-02, Securing High Value Assets

(11) DHS BOD 18-01, Enhance Email and Web Security

(12) DHS BOD 17-01, Removal of Kaspersky branded Products

(13) DHS BOD 16-03, 2016 Agency Cybersecurity Reporting Requirements

(14) DHS BOD 16-02, Threat to Network Infrastructure Devices

(f) Secretarial Memoranda

(1) EXEC-2019-003477, Release of DOE Order 205.1C, Department of Energy Cybersecurity Program

(2) EXEC-2018-004906, Integrated Joint Cybersecurity Coordination Center

(3) EXEC-2018-001779, Data Center Optimization Initiative (DCOI) Inventory

(4) EXEC-2016-003721, Information Technology Management Reforms

(5) EXEC-2016-007461, DOE Cyber Data Sharing Implementation Requirements

(g) EM Requirements

(1) DOE Enterprise Cybersecurity Program Plan

(2) EM Cybersecurity Program Plan

H.55 SAFETY CULTURE

The Contractor shall embrace a strong safety culture where safe performance of work and involvement of workers in all aspects of work performance are core values that are deeply, strongly, and consistently held by managers and workers. Organizations foster that culture by leadership commitment and behaviors consistent with those values; establishing a safety conscious work environment in which employees feel free to raise safety concerns to management without fear of retaliation; prioritizing concerns based on safety significance; addressing and resolving those concerns in a manner that provides transparency; and supporting a questioning attitude concerning safety by all employees.

(a) The Contractor shall:

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

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

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

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

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

(i) Leadership

(A) Demonstrated safety leadership

(B) Risk-informed, conservative decision making

(C) Management engagement and time in the field

(D) Staff recruitment, selection, retention, and development

(E) Open communication and fostering an environment free from retribution

(F) Clear expectation and accountability

(ii) Employee/Worker Engagement

(A) Personal commitment to everyone's safety

(B) Teamwork and mutual respect

(C) Participation in work planning and improvement

(D) Mindfulness of hazards and controls

(iii)Organizational Learning

(A) Credibility, trust, and reporting errors and problems

(B) Effective resolution of reported problems

(C) Performance monitoring through multiple means

(D) Use of operations experience

(E) Questioning attitude

H.56 ENERGY EMPLOYEES OCCUPATION ILLNESS COMPENSATION PROGRAM ACT OF 2000 (EEOICPA)

(a) The EEOICPA establishes a program to provide compensation to current and former employees of the DOE, its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA. DOE's responsibilities are implemented by the site with proper federal oversight with the budgetary, and programmatic direction assigned to the Office of Environment, Health, Safety and Security (AU-14).

(b) The Contractor shall establish a program and respond to the requirements of the EEOICPA for their employees and activities, which includes but is not limited to:

(1) Perform the work necessary to complete EE-5 Employment Verification Forms requested by DOL for the EEOICPA Subtitle B program;

(2) Perform the work necessary to provide Personnel Exposure information requested by NIOSH as part of the EEOICPA Subtitle B program;

(3) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL for the EEOICPA Subtitle E program;

(4) Perform the work necessary to provide Visitor Personnel Exposure or information requested as part of the EEOICPA program;

(5) Perform other necessary EEOICPA related records work, as needed, including responding to records requests and site visits related to site characterization and hazard assessment work by DOL and NIOSH;

(6) Maintain local records to track the activities conducted under EEOICPA;

The Contractor shall conduct the following work tasks within 60 days from receipt of request in support of the EEOICPA:

(7) Perform the work necessary to complete Employment Verifications requested by DOL for the EEOICPA Subtitle B program:

(i) Research and retrieve records needed to complete claims forms;

(ii) If necessary, work with corporate entities or unions to verify employment of former site workers;

(iii) Complete all necessary claims forms associated with the request;

(iv) Complete declassification, as needed, of records required for the processing of claims forms;

(v) Completed forms, along with any attachments, shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;

(vi) Perform the work necessary to provide personnel exposure information requested by NIOSH as part of the EEOICPA Subtitle B program:

(A) Research and retrieve records needed to complete claims forms;

(B) Complete declassification, as needed, of records required for the processing of claims form;

(C) Complete and sign off on all necessary claims forms associated with the request;

(D) Completed forms and records shall be electronically submitted to NIOSH;

(vii) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program:

(A) Research and retrieve records needed to complete claims forms;

(B) Complete declassification, as needed, of records required for the processing of claims;

(C) Complete and sign off on all necessary claims forms associated with the request;

(D) Completed forms and records shall be electronically submitted to DOL through the Secure Electronic Records Transfer (SERT) OR through encrypted email to DOE HQ;

(viii) Perform the work necessary to provide Additional Personnel Exposure Information or Visitor Personnel Exposure Information requested by Oak Ridge Associated Universities (ORAU; contractor to NIOSH) as part of the EEOICPA Subtitle B program:

(A) Research and retrieve records needed to complete claims forms;

(B) Complete declassification, as needed, of records required for the processing of claims form;

(C) Complete and sign off on all necessary claims forms associated with the request;

(D) Completed forms and records shall be electronically submitted to ORAU;

(ix) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA;

(x) Maintain local records to track the activities under EEOICPA. These records shall be used to report status in the Contractor's Monthly Progress Report. Categories to be reported include the following:

(A) DOL-Employment Verification;

(B) Exposure Data:

(C) NIOSH – Requests;

(D) NIOSH – Supplemental Data Request;

(E) DAR Requests;

(F) DOE Exposure Requests;

(xi) Information to be reported for the above categories includes the following:

(A) Outstanding requests at beginning of reporting period;

(B) Outstanding requests at end of reporting period;

(C) Requests received during the reporting period;

(D) Requests completed during reporting period;

(E) Total hours;

(F) Total cost.

H.57 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

(a) The Contractor shall notify the Contracting Officer, in writing, prior to the employment of or participation by any foreign national in the performance of work under the Contract.

(b) The Contractor shall notify the Contracting Officer, in writing, prior to any visit to sites covered by this Contract by any foreign national in connection with the work being performed under this Contract. This notification shall be made at least 75 days prior to the planned visit

H.58 TRAVEL

The Contractor shall be entitled to reimbursement of the expenses incurred by its employees for lodging, meals, and incidental expenses (M&IE), and transportation (airfare, rental cars and/or other ground transportation) for travel related to the work scope (e.g. site audits and assessments, meetings, training classes, technical meetings, and stakeholder interactions) performed on T&M task orders awarded off of this contract. Reimbursement shall be in accordance with applicable US Federal Travel Regulations using the standard rates established by the General Services

Administration (GSA) for the locality where the Contractor employee(s) are required to perform work in connection with this contract. Travel costs shall be reimbursed up to the not-to-exceed amounts for Materials established at the task order level and ultimately listed in the pricing schedules in Section B.

H.59 LAWS, REGULATIONS, AND DOE DIRECTIVES

(a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2 entitled, Requirements Sources and Implementing Documents, section List A, Applicable Federal, State and Local Regulations may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.

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

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

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 52.203-1	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 (JUN 2020)	
I.12	FAR 52.203-14	Display of Hotline Poster(s) (JUN 2020)	(b)(3) DOE IG Hotline Poster: https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.13	FAR 52.203-16	Preventing Personal Conflicts of Interest (JUN 2020)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
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 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities (NOV 2021)	
I.24	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)	
I.25	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020)	
I.26	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	
I.27	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.28	FAR 52.210-1	Market Research (JUN 2020)	
I.29	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	
I.30	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
I.31	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (JUN 2020)	
I.32	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (JUN 2020)	
I.33	FAR 52.215-14	Integrity of Unit Prices (NOV 2021)	
I.34	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.35	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
I.36	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.37	FAR 52.216-7	Allowable Cost and Payment (AUG 2018) **[Applicable only to the portion of T&M task orders that provides for reimbursement of materials at actual cost]**	
I.38	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the contract
I.39	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2020)	
I.40	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2018)	
I.41	FAR 52.219-14	Limitations on Subcontracting (SEP 2021)	
I.42	FAR 52.219-17	Section 8(a) Award (OCT 2019)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.43	FAR 52.219-18	Notification of Competition Limited to Eligible 8(a) Participants (MAR 2020)	
I.44	FAR 52.219-28	Post-Award Small Business Program Re-representation (SEP 2021)	(g) Offeror fill-in after award, if applicable: The Contractor represents that it _____is,____is not a small business concern under NAICS Code 562910 assigned to contract number TBD. (Contractor to sign and date and insert authorized signer's name and title).
I.45	FAR 52.222-3	Convict Labor (JUN 2003)	
I.46	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
I.47	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)	
I.48	FAR 52.222-26	Equal Opportunity (SEP 2016)	
I.49	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.50	FAR 52.222-41	Service Contract Labor Standards (AUG 2018)	
I.51	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)	
I.52	FAR 52.222-44	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (MAY 2014)	
I.53	FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)	
I.54	FAR 52.222-54	Employment Eligibility Verification (NOV 2021)	
I.55	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (NOV 2020)	
I.56	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017)	
I.57	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
		Construction Contracts (SEP 2013)	
I.58	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.59	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	
I.60	FAR 52.223-10	Waste Reduction Program (May 2011)	
I.61	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)	
I.62	FAR 52.223-16	Acquisition of EPEAT® - Registered Personal Computer Products (OCT 2015)	
I.63	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (AUG 2018)	
I.64	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	
I.65	FAR 52.224-1	Privacy Act Notification (APR 1984)	
I.66	FAR 52.224-2	Privacy Act (APR 1984)	
I.67	FAR 52.224-3	Privacy Act Training (JAN 2017)	
I.68	FAR 52.225-1	Buy American – Supplies (NOV 2021)	
I.69	FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	
I.70	FAR 52.227-1	Authorization and Consent (JUN 2020)	
I.71	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	
I.72	FAR 52.227-3	Patent Indemnity (APR 1984)	
I.73	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.74	FAR 52.227-17	Rights in Data – Special Works (Dec 2007)	
I.75	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	See Offeror response in Vol 1 Part 1 of Offer
I.76	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) **(Applies only to FFP task orders requiring more than a small amount of work on a Government installation)**	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.77	FAR 52.229-3	Federal, State, and Local Taxes (FEB 2013) **(Applies to FFP task orders only)**	
I.78	FAR 52.232-1	Payments (APR 1984) **(Applies to FFP task orders only)**	
I.79	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (NOV 2021) **(Applies to T&M task orders only)**	
I.80	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) **(Applies to FFP task orders only)**	
I.81	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
I.82	FAR 52.232-11	Extras (APR 1984) **(Applies to FFP task orders only)**	
I.83	FAR 52.232-17	Interest (MAY 2014)	
I.84	FAR 52.232-18	Availability of Funds (APR 1984)	
I.85	FAR 52.232-22	Limitation of Funds (APR 1984)	
I.86	FAR 52.232-23	Assignment of Claims (MAY 2014)	
I.87	FAR 52.232-25	Prompt payment (JAN 2017)	
I.88	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)	
I.89	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
I.90	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)	
I.91	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
I.91	FAR 52.233-3	Protest after Award (AUG 1996)	
I.93	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.94	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.95	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	
I.96	FAR 52.242-3	Penalties for Unallowable Costs (SEP 2021)	
I.97	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	
I.98	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.99	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984) **(Applies to FFP task orders only)**	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.100	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000) **(Applies to T&M task orders only)**	
I.101	FAR 52.244-2	Subcontracts (JUN 2020)	(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). (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.
I.102	FAR 52.244-6	Subcontracts for Commercial Items (NOV 2021)	
I.103	FAR 52.245-1	Government Property (SEP 2021)	
I.104	FAR 52.245-9	Use and Charges (APR 2012)	
I.105	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
I.106	FAR 52.248-1	Value Engineering (JUN 2020)	(m) Contract number will be inserted at time of award.
I.107	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) **(Applies to FFP task orders only)**	
I.108	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004) **– Alternate IV (SEP 1996)** **(Applies to T&M task orders only)**	
I.109	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.110	FAR 52.249-14	Excusable Delays (APR 1984) **(Applies to T&M task orders only)**	
I.111	FAR 52.251-1	Government Supply Sources (APR 2012)	
I.112	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.113	DEAR 952.202-1	Definitions (FEB 2011)	
I.114	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
I.115	DEAR 952.204-75	Public Affairs (DEC 2000)	
I.116	DEAR 952.204-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information (JAN 2004)	
I.117	DEAR 952.204-77	Computer Security (AUG 2006)	
I.118	DEAR 952.208-70	Printing (APR 1984)	
I.119	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.120	DEAR 952.215-70	Key Personnel (DEC 2000)	
I.121	DEAR 952.216-7	Allowable Cost and Payment (FEB 2011)	
I.122	DEAR 952.223-71	Integration of environment, safety, and health into work planning and execution	
I.123	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
I.124	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
I.125	DEAR 952.227-82	Rights to Proposal Data (APR 1994)	
I.126	DEAR 952.242-70	Technical Direction (DEC 2000)	
I.127	DEAR 952.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (DEC 2012)	
I.128	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	

Clause No.	Reference	Title	Fill-In Information; See FAR 52.104(d)
I.129	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning (DEC 2000)	

FULL TEXT CLAUSES

I.130 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.131 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.132 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 $120,000,000.00.

(2) Any order for a combination of items in excess of $120,000,000.00; 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.133 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract five (5) years beyond the end of the contract ordering period for Fixed price Task Orders and three (3) years beyond the end of the contract ordering period for T&M.

I.134 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 (months) (years)).

I.135 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.136 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.137 FAR 52.222-37 EMPLOYMENT REPORTS ON 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," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR)22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C.4212.

(g) 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.

I.138 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

This Statement is for Information Only: It is not a Wage Determination

[T*o be determined and included on an individual task order basis]*

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

ATTACHMENT 1	Acronym List
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ATTACHMENT J-1 - ACRONYM LIST

ACO	Administrative Contracting Officer
ADA	Americans with Disabilities Act
ADR	Alternate Dispute Resolution
AIPT	Acquisition Integrated Planning Team
AL	Acquisition Letter
ANSI	American National Standards Institute
ASQ	American Society for Quality
AWE	Atomic Weapons Employers
BCP	Baseline Change Proposals
CAGE	Commercial and Government Entity
CAP	Corrective Action Plan
CAS	Contractor Assurance System
CCP	Contract-Change Proposal's
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFA	Cognizant Federal Agency
CFR	Code of Federal Regulations
CGP	Construction General Permit
CHRM	Contractor Human Resources Management
CLIN	Contract Line Item Number
CO	Contracting Officer
COOP	Continuity of Operations
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
CUI	Controlled Unclassified Information
DAR	Document Acquisition Request
DART	Days Away, Restricted, or Transferred
DCOI	Data Center Optimization Initiative
DDFO	Deputy Designated Federal Official
DEAR	Department of Energy Acquisition Regulation
DoD	Department of Defense
DOE	U.S. Department of Energy
DOECAP	DOE Consolidated Audit Program
DOT	Department of Transportation
DPLH	Direct Productive Labor Hours
DOL	Department of Labor
DSA	Documented Safety Analysis
DTC	Design-To-Cost
DTI	DOE Training Institute
DUNS	Data Universal Numbering System
EEOICPA	Energy Employees Occupation Illness Compensation Program Act of 2000
EF	Essential Functions
EM	Office of Environmental Management
EM-LA	EM Los Alamos Field Office
EMCBC	Environmental Management Consolidated Business Center
EPA	U.S. Environmental Protection Agency
EPAct	Energy Policy Act
ER	Environmental Restoration
EVMS	Earned Value Management System
FAPIIS	Federal Awardee Performance and Integrity Information System

FAQ	Frequently Asked Question
FAR	Federal Acquisition Regulation
FFP	Firm-Fixed-Price
FOCI	Foreign Ownership, Control, or Influence
FOIA	Freedom of Information Act
FY	Fiscal Year
FYWP	Fiscal Year Work Plan
G	Guidance or Guide
GAO	Government Accountability Office
GC	General Counsel
GFP	Government Furnished Property
GFSI	Government Furnished Services and Information
GINA	Genetic Information and Non Discrimination Law
GIS	Geographical Information System
GPE	Government Point-of-Entry
GSA	General Services Administration
HCA	Head of Contracting Activity
HHE	Human Health and the Environment
HSPD	Homeland Security Presidential Directive
HTRO-RP	Highest Technically Rated Offeror with a Reasonable Price
IAT	Integrated Acquisition Team
ICE	Independent Cost Estimate
ICP	Idaho Cleanup Project
IDIQ	Indefinite-Delivery Indefinite-Quantity
IGCE	Independent Government Cost Estimate
INL	Idaho National Laboratory
IP	Individual Storm Water Permit
IPT	Integrated Project Team
ISMS	Integrated Safety Management System
ISO	International Organization for Standardization
KD	Key Decision
LANL	Los Alamos National Laboratory
LCB	Life Cycle Baseline
LCC	Life-Cycle Cost
LTS	Long-Term Stewardship
M	Manual
M&O	Management and Operating
M&IE	Meals and Incidental Expenses
MEPP	Multi-Employer Pension Plan
MEWA	Multiple Employer Welfare Arrangement
MFA	Multifactor Authentication
MSGP	Multi-Sector General Permit
N	Notice
NAICS	North American Industry Classification System
NASA	National Aeronautics and Space Administration
NDE	Nondestructive Examination
NESHAP	National Emission Standards for Hazardous Air Pollutants
NEPA	National Environmental Policy Act
NFA	No Further Action
NIOSH	National Institute for Occupational Safety & Health
NMED	New Mexico Environment Department
NNMCAB	Northern New Mexico Citizen's Advisory Board
NNSA	National Nuclear Security Administration

NPDES	National Pollutant Discharge Elimination System
NRC	Nuclear Regulatory Commission
NRDA	Natural Resource Damage Assessment
NTC	National Training Center
NTP	Notice to Proceed
O	Order
OAM	Office of Acquisition Management
OCI	Organizational Conflict of Interest
ODCs	Other Direct Costs
OEM	Original Equipment Manufacturer
OIG	Office of Inspector General
OMB	Office of Management and Budget
ORAU	Oak Ridge Associated Universities
OSBDU	Office of Small and Disadvantaged Business Utilization
OSHA	Occupational Safety and Health Act
OUO	Official Use Only
PA	Privacy Act
PBS	Project Breakdown Structure
PCO	Procuring Contracting Officer
PDF	Portable Document Format
PEP	Project Execution Plans
POP	Period of Performance
PPIRS	Past Performance Information Retrieval System
PSC	Product Service Code
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
RCRA	Resource Conservation and Recovery Act
REA	Request for Equitable Adjustment
RFP	Request for Proposal
RMP	Risk Management Plan
ROD	Record of Decision
RTP	Request for Task Order Proposal
S	Standard
SAM	System for Award Management
SBA	Small Business Administration
SEB	Source Evaluation Board
SERS	Safety Evaluation Reports
SERT	Secure Electronic Records Transfer
SPCC	Spill Prevention Control Countermeasure
SLA	Service Level Agreement
SPDES	State Pollutant Discharge Elimination System
SQA	Software Design, Operation, Maintenance, and Quality Assurance
SQL	Structured Query Language
SSO	Source Selection Official
STP	Site Treatment Plan
STRIPES	Strategic Integrated Procurement Enterprise System
TBD	To Be Determined
TBP	To Be Proposed
TSCA	Toxic Substances Control Act
TSDF	Treatment, Storage and Disposal Facility
TSR	Technical Safety Requirement
T&M	Time and Materials

TM	Technical Monitor
TQP	Technical Qualification Program
TRC	Total Recordable Case
TRU	Transuranic
USC	United States Code
USDA	United States Department of Agriculture
USQ	Unresolved Safety Question
VAR	Variance Analysis Report
VE	Visual Examination
VOC	Volatile Organic Compound
WIPP	Waste Isolation Pilot Plant
WIT	What If Tool
WM	Waste Management
WBS	Work Breakdown Structure
WSHP	Worker Safety and Health Program

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.

Table J-2.1 Directives

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE-EM	Issuance of the Environmental Management Program Management Protocol, November 6, 2020
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board
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 150.1B	Continuity Programs
DOE O 151.1D Chg. 1	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A Chg. 1	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment including Information Technology
DOE O 205.1C Chg. 1	Department of Energy Cyber security Program
DOE O 206.1 Chg. 1	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 Directive (Order, Manual, Notice and Policy)	Directive Title
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	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	Independent Oversight Program
DOE O 231.1B Admin Chg. 1	Environment, Safety and Health Reporting
DOE O 232.2A Chg. 1	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B Chg. 1	Scientific and Technical Information Management
DOE O 243.1C	Records Management Program
DOE O 252.1A Admin Chg. 1	Technical Standards Program
DOE O 350.1 Chg. 7	Contractor Human Resource Management Programs
DOE P 364.1*	Health and Safety Training Reciprocity
DOE O 410.2 Admin Chg. 1	Management of Nuclear Materials
DOE O 413.3B Chg. 6	Program and Project Management for the Acquisition of Capital Assets
DOE O 414.1D Chg. 2	Quality Assurance
DOE O 415.1 Chg. 2	Information Technology Project Management
DOE O 420.1C Chg. 3	Facility Safety
DOE P 420.1*	Department of Energy Nuclear Safety Policy
DOE O 422.1 Chg. 4	Conduct of Operations
DOE O 425.1D Chg. 2	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2 Chg. 1	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 433.1B Chg. 1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg. 2	Radioactive Waste Management
DOE M 435.1-1 Chg. 3	Radioactive Waste Management Manual
DOE O 436.1	Departmental Sustainability
DOE O 437.1	Bridge and Tunnel Management

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE M 441.1-1 Chg. 1	Nuclear Material Packaging
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Chg. 1	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* Chg1	Integrated Safety Management Policy
DOE P 451.1*	National Environmental Policy Act Program
DOE P 454.1* Chg. 1	Use of Institutional Controls
DOE O 458.1 Chg. 4	Radiation Protection of the Public and the Environment
DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual
DOE O 461.1C Chg.1	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest.
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE P 470.1B*	Safeguards and Security Program
DOE O 470.3C Chg1	Design Basis Threat (DBT) Order
DOE O 470.4B Chg. 3	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.6 Chg. 1	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.7	Controlled Unclassified Information
DOE O 471.6 Chg. 3	Information Security
DOE O 472.2 Chg. 2	Personnel Security
DOE O 473.1A	Physical Protection Program
DOE O 474.2 Chg. 4	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information

DOE Directive (Order, Manual, Notice and Policy)	Directive Title
DOE O 484.1 Chg. 2	Reimbursable Work for the Department of Homeland Security
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities
DOE O 520.1B	Financial Management and Chief Financial Officer Responsibilities
DOE O 522.1A	Pricing of Departmental Materials and Services
DOE P 547.1A*	Small Business First Policy
DOE O 550.1 Chg. 1	Official Travel
DOE G 580.1-1A Chg. 1	Personal Property
* DOE Policies provides guidance for Contractor Programs and Do Not contain contractual requirements.	
Implementing Documents	
To be included with the individual Task Order, as necessary.	

ATTACHMENT J-3 - POSITION DESCRIPTIONS AND QUALIFICATIONS

Administrative Support Specialist

To provide services which may include, but are not limited to, the following primary responsibilities: provide administrative/secretarial support for the department/division such as answering telephones, assisting visitors, and resolving and/or referring to a range of administrative problems and inquiries. Operate personal computer to prepare, maintain, modify, and file a multitude of written correspondence and/or memos from dictation, verbal direction, or from knowledge of established department/division policies. May prepare, transcribe, compose, type, edit, and distribute agendas and/or minutes of meetings. Coordinate and perform a range of staff and/or operational support activities for the unit. Coordinate the purchase of supplies, equipment, and/or services ordering and inventory control. Scheduling appointments and meetings, operating reproduction machines; filing correspondence and miscellaneous documentation; distributing mail; inventorying and managing government property; inventorying and managing project records; creating files; timekeeping; data entry; and other administrative functions as assigned.
Education: Associate's degree in Business (or other DOE-related field) from accredited school. Two (2) years of commensurate business office experience may be substituted for the Associate's degree.
Experience: Minimum of one (1) year of commensurate experience in related duties and responsibilities. Must have experience with word processing, document editing, data entry, and database management.
Level I: Minimum education and experience as described above.
Level II: Minimum education and six (6) years of experience described above.
Level III: Minimum education and ten (10) years of experience described above.

Cost Estimator

To provide services which may include, but are not limited to, the following primary responsibilities: review cost estimates associated with baseline change proposals and contract modifications from the prime contractor. Validate cost estimate for reasonableness including stochastic to determinist costs as appropriate. Provide annual Environmental Liability calculations. Create Site Specific Labor Cost Library, DOE Prime Contractor Specific Direct Cost Library, desk top instructions for putting together Independent Cost Estimates for Site specific projects, process flow charts, estimate tracking information and metrics collection documentation standards, project definitions and instruction on the methodology and use of estimate indirect costs.
Education: Bachelor's degree in related field from accredited university and ten (10) years of cost estimating experience or advanced degree in related field from accredited university with eight (8) years of cost estimating experience.
Experience: Certified Cost Estimating credential. DOE environmental remediation project experience and knowledge of DOE O 413.3B, preferred.
Level I: Minimum education and experience as described above.
Level II: Minimum education, as described above, and at least fifteen (15) years of cost estimating experience.

Level III: Minimum education, as described above, and at least twenty (20) years of cost estimating experience.

Emergency and Security Management Specialist

To provide services which may include, but are not limited to, the following primary responsibilities: provide technical support for emergency management, continuity of operations and security. Support development of DOE programs including coordinated emergency management at DOE facilities, environmental management contractor operational control area facilities, and areas where environmental contractors have site cleanup outside of operational control areas.
Education: Bachelor's degree in related field from accredited university.
Experience: At least ten (10) years of experience in emergency management, continuity of operations, and security. DOE environmental remediation project experience and knowledge of DOE O 150.1A, 151.1C, 420.1C, and 470 series, preferred.
Level I: Minimum Education and Experience as described above.
Level II: Minimum education and Fifteen (15) years of experience as described above.
Level III: Minimum education and Twenty (20) years of experience as described above.

Environmental Compliance Specialist

To provide services which may include, but are not limited to, the following primary responsibilities: in consultation with DOE, plans and coordinates activities. Prepares reports and recommends corrective actions. Ensuring there is integration of regulatory and technical requirements for facility decommissioning and remediation of contaminated environmental media (e.g., soils, surface water, ground water). Conduct technical peer reviews of document format and content prior to presentation to regulatory agencies. Provide oversight and/or support in the areas of environmental compliance and permitting, RCRA, CERCLA, NESHAPs, SPDES, and other applicable state and federal environmental regulations and DOE orders, standards, and guidance. Provides support for public, stakeholder and/or regulatory agency reviews and/or meetings. This may include: attending regulatory, public and/or stakeholder meetings, coordinating with all necessary parties, preparing meeting material such as slide presentations and meeting summaries, arranging meeting locations, providing all parties with meeting notifications, producing sufficient quantities of meeting presentation materials, and maintaining public reading rooms. Collaborate with other entities in the resolution of key technical comments and/or regulatory issues pertaining to compliance plans and reports, applications, and regulatory documentation. Provide support associated with the implementation of compliance orders and agreements. Provide support in the performance of surveillances and other forms of in-field oversight of and interfacing with DOE site contractors with respect to operations and activities relative to environmental programs implemented at the Project. May be required to work other than normal duty hours, which may include evenings, weekends, and/or holidays. Provides advice (written and oral), during implementation of field work, on regulatory strategies.
Education: Bachelor's Degree in Mathematics, Engineering, Physical Science, or related technical degree for accredited university.

Experience: At least five (5) years demonstrable experience with environmental laws, rules, and regulations to include both federal and applicable state. Must have current 40-hour hazardous waste operations level training; if not must be able to obtain HAZWoper certification requirements as a condition of employment. Specialty Qualifications: Training and professional skill development will be provided for the various aspects of the position, as appropriate based on the individual's experience. Title 22 training, RCRA training, OSHA training, any Environmental Wastes training are helpful but not required, however the candidate must agree to work towards certifications listed and others as required. Knowledgeable of hazardous waste business practices related to storage of hazardous wastes. Knowledge and experience dealing with compatibility issues related to storage of hazardous wastes. General knowledge of hazardous materials storage requirements. Experience in functions such as surveillances, audits, and assessments of operating facilities. Experience performing functions such as conservation, environmental compliance, pollution prevention, waste management, computer modeling, data analysis and integration, digital mapping, and remote sensing, preferred.
Level I: Minimum education and experience as described above.
Level II: Minimum education and at least ten (10) years' experience, as described above.
Level III: Minimum education and at least fifteen (15) years' experience, as described above. Doctor of Philosophy (PhD) degree in Mathematics, Engineering or Physical Science, experience with computer modeling, data analysis and integration, digital mapping, remote sensing is preferred. Prior DOE experience, preferred.
Level IV: Minimum Education above and at least twenty (20) years' experience, as described above. Doctor of Philosophy (PhD) degree in Mathematics, Engineering or Physical Science, experience with computer modeling, data analysis and integration, digital mapping, remote sensing is preferred, and prior DOE experience, preferred, as well as Program/Project Management experience with waste operations/handling/transport.

Field Operations Specialist

To provide services which may include, on-site support to the DOE Site senior technical representative (Facility Representative, as defined in DOE-STD-1163-2011) for the evaluation of the operating contractor's construction and operational activities including evaluating contractor's environmental, nuclear safety, operations, and safety and health contract compliance within a specified DOE facility or facilities. Conduct daily on-site performance based on evaluation of facilities and operations against contract required laws and regulations. To monitor, observe and assess operating conditions. Support the DOE Facility Representative regarding operational activities and problem identification, analysis resolution and tracking, and problem solving. Provide periodic 24/7 on-call duties to support notification and investigation of facility upset conditions.
Education: Bachelor's degree in related field
Experience: Ten (10) years of experience in environmental/regulatory arena. DOE nuclear facility management experience
Preferred Qualifications: DOE environmental project experience, knowledge of DOE, Federal, and State environmental regulations, and Facility Representative certification
Level I: Minimum education and experience as described above

Level II: Minimum education and fifteen (15) years of experience as described and above
Level III: Minimum education and twenty (20) years of experience as described and above

Industrial Hygienist

To provide services which may include, but are not limited to, the following primary responsibilities: analyze, identify, measure and control real or potential workplace hazards or stresses that can cause sickness, impaired health, or significant discomfort in workers through chemical, physical, ergonomic, or biological exposures. Activities may include incident investigations, job hazard analysis, recordkeeping, day-to-day regulatory compliance, conducting inspections and audits, indoor air quality surveys, air sampling, noise monitoring, ventilation testing, radiation testing, and biological sampling. Must be familiar with operation, calibration, and maintenance of a wide variety of industrial hygiene monitoring and sampling equipment, ergonomic evaluations, and fire and life safety code review of facilities and equipment, electrical safety, and provide support to the Emergency Response Team. Ensures that Industrial Hygiene functions are performed in accordance with the requirements of the Occupational Safety and Health Act (OSHA) and all applicable federal, state, local and government regulations. Participate in applicable regulatory agency and internal inspections, and performs other duties as assigned. Conducts worksite health hazard surveys. Develops worker protection programs, such as hearing conservation, eye protection, and respiratory protection programs. Performs general area and personal air monitoring. Ensures availability and proper use and care of Personal Protective Equipment (PPE). Enforces safety and health regulations and conducts applicable training as required. Maintains accurate records of inspection and ensures work is completed in all areas of responsibility. Responds to off-duty recalls from designated company authority to meet priority or emergency work requirements. Conducts quality verification inspections as required.
Education: Bachelor's degree in chemistry, physics, engineering, biological or physical science, or a related field from accredited school.
Experience: Candidate will have at least five (5) years of EHS experience in industrial, federal, state, or other governmental environment; ability to effectively communicate with all levels of employees and management; ability to interpret and apply federal, state, local laws, regulations, and requirements; analytical, research and problem-solving skills. An awareness of environmental compliance is required. Working knowledge of EHS regulations, codes, and guidelines.
Level I: Minimum education and experience as described above.
Level II: Minimum education, as described above, at least ten (10) years' experience, and registered as a Certified Industrial Hygienist (CIH). Master's degree in chemistry, physics, engineering, biological or physical science, or a related field preferred.
Level III: Minimum education, as described above, at least fifteen (15) years' experience, and registered as a Certified Industrial Hygienist (CIH). Master's degree in chemistry, physics, engineering, biological or physical science, or a related field preferred.

Issues Management Coordinator

To provide services which may include, but are not limited to, the following primary responsibilities: maintain activity, audit, and surveillance logs. Develop, operate, and maintain Issues Collection and Evaluation database to perform trend analysis and tracking of corrective

action completion status, regulatory finding status, and management assessment finding status. Reports on progress to attain completion of issues tracked in database.
Education: Bachelor's degree in Project Management or Business Management from accredited university.
Experience: Ten (10) years of experience related to issues management, corrective actions, and casual analysis. DOE environmental remediation project experience, preferred.
Level I: Minimum Education and Experience as described above
Level II: Minimum education and Fifteen (15) years of experience as described above
Level III: Minimum education and Twenty (20) years of experience as described above

Natural Resource Damage Assessment (NRDA) Facilitator

To provide services which may include, but are not limited to, the following primary responsibilities: Provide facilitation at monthly NRDA Trustee Council Meetings and Conference Calls. Provide all other facilitation services as required.
Education: Bachelor's degree in a related field from accredited university.
Experience: Thirty (30) years of experience in successful facilitation for environmental issues and working groups consisting of Federal, State, and Tribal governments and government representatives. Knowledge of US Federal and applicable State environmental laws and regulations.

Northern New Mexico Citizens Advisory Board (NNMCAB) Executive Director

To provide services which may include, but are not limited to, the following primary responsibilities: provide daily administration of the NNMCAB (that may require travel) for the CAB bi-monthly board meetings, committee meetings, and other working groups to include a minimum of six (6) bi-monthly meetings or meetings, workshops, seminars, field trips, tours of Los Alamos National Laboratory (LANL), national meetings, committee and subcommittee meetings of all standing committees (presently two) and ad-hoc committees. Serve as the CAB liaison for the CAB chairs, members, and contractor administrative staff with EM-LA and EM Headquarters. Provide facilitation at monthly NRDA Trustee Council Meetings and Conference Calls. Provide all other facilitation services as required.
Education: Bachelor's degree in related field from accredited university.
Experience: Ten (10) years of experience of organizational development and administration of non-government organizations including event planning, in addition to five (5) years or more experience operating a CAB organization. Experienced in successful facilitation for environmental issues and working groups consisting of Federal, NM State, and Pueblo governments and government representatives. Must be unbiased in execution of duties with no conflicts of interest. Working knowledge of US Federal and NM State environmental laws and regulations. At least five (5) years of experience of serving as an Executive Director of a CAB, preferred.

Northern New Mexico Citizens Advisory Board (NNMCAB) Executive Assistant

To provide services which may include, but are not limited to, the following primary responsibilities: support daily administration of the NNMCAB. Support CAB liaison activities

for the CAB chairs members, and contractor administrative staff with EM-LA and EM Headquarters.
Education: Bachelor's degree in related field from accredited university.
Experience: Five (5) years of experience of administration of non- government organizations. Experience setting up and running IT capabilities required for public meetings.
Level I: Minimum education and experience as described above.
Level II: Minimum education, as described above, and at least Ten (10) years of project related experience.
Level III: Minimum education, as described above, and at least fifteen (15) years of project related experience.

Nuclear Safety Specialist Support

To provide services which may include, but are not limited to, the following primary responsibilities: reviews nuclear facility safety documentation including document safety analyses (DSAs) and Safety Evaluation Reports (SERS). This includes development and review of safety basis documents. Support analysis and provide independent verification for nuclear safety processes. Review and monitor underground retrieval activities and procedures. Participate in safety assessments and/or walk-throughs. Review Unresolved Safety Question (USQ) documents and activities. Support implementation and compliance with DOE Orders and Federal Regulations.
Education: Bachelor's degree in Engineering, Physics, Health Physics or specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects.
Experience: Minimum of one (1) year of experience in Industrial, Federal, State, or other directly related background that has provided specialize experience in Nuclear Safety. Knowledge and experience with 10 CFR 830.204, Documented Safety Analysis, DOE Guide 421.1-2 and safety basic requirements for environmental restoration and decommissioning activities. Knowledge of DOE O 231.1B (radiological portion) 458.1 and 10 CFR 835. DOE environmental remediation project experience, preferred.
Level I: Minimum education and experience as described above.
Level II: Minimum education and six (6) years of experience as described above. Professional certification (such as certified Nuclear or Health Physicist), preferred.
Level III: Minimum education and ten (10)+ years of experience as described above. Professional certification (such as Nuclear or Health Physicist). Master's degree in Engineering, Physics, Health Physics or specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects preferred.
Level IV: Minimum education and fifteen (15) years of experience as described above. Professional certification (such as Nuclear or Health Physicist). Master's degree in Engineering, Physics, Health Physics or specialization in physics, radio biology, radiological physics, radiation biophysics, or other health physics related subjects preferred.

Policy and Regulatory Advisor

To provide services which may include, but are not limited to, the following primary responsibilities: support, advise, and support DOE in the areas of Sr. Regulatory Negotiations & Compliance (Hazardous and Radiological), Organizational Management, Sr. Level Project Reviews (Internally & Externally), regulatory strategy, DOE policy implementation, environmental management execution, strategic planning, lifecycle baseline oversight, Waste Control Specialist (WCS) strategy, environmental compliance activities, and public and regulatory stakeholder communications/briefings. Serve as a senior policy and program strategy advisor to support federal managers in areas environmental program and project strategy and execution. Provide Contractor performance evaluation for applicable prime Contractor.
Education: Bachelor's degree in science or engineering from accredited university with 30 years of management experience or advanced degree from accredited university with related field with 20 years of executive management experience.
Experience: DOE or other government environmental remediation project management experience. Experience with DOE orders, environmental regulations, and nuclear operations. Must have experience with NEPA.

Program Analyst

To provide services which may include, but are not limited to, the following primary responsibilities: directly support the DOE assigned site. Facilitate staff on-boarding and off-boarding activities. Manage administrative functions of office by organizing office operations, controlling correspondence, supporting records management, and assigning and monitoring office functions. Monitor and oversee a broad range of communications and make scheduling determinations and recommendations to assigned senior Federal staff. Participate in and document meetings, conferences, etc. Develop, operate, and maintain issues collection and evaluate the database to perform trend analysis and tracking of corrective action completion status, regulatory finding status, and management assessment finding status. Facilitate resolution of Corrective Action Plans. Record and track internal actions and issues. Report on progress to attain completion of issues tracked in database. Other duties as assigned by management including, but not limited to: procurement support, entry-level public affairs support, badging support, technical editing, or entry-level technical support.
Education: Bachelor's degree in related field from accredited university.
Experience: Three (3) years of experience in related field(s). DOE environmental remediation project experience, preferred.
Level I: Minimum education and experience as described above.
Level II: Minimum education, as described above, and at least five (5) years of administrative, management, and/or analyst experience
Level III: Minimum education, as described above, and at least ten (10) years of experience of administrative, management, and/or analyst experience
Level IV: Minimum education, as described above, and at least fifteen (15) years of administrative, management, and/or analyst experience

Program Manager

To provide services which may include, but are not limited to, the following primary responsibilities: serves as the primary interface to the DOE Contracting Officers representative (COR) and Technical Site Lead. Provide expert support in the areas of executive management, environmental management, regulatory oversight, strategic planning, baseline management, waste management, quality assurance auditing for certification activities, safety oversight, and environmental compliance activities public and regulatory stakeholder' communications and relations. Responsible for monitoring and maintaining performance of all Contractor responsibilities. This includes, but is not limited to: ensuring that obligations are met in accordance with contract compliance, investigating and resolving or referring as appropriate disputes/complaints in accordance with contractual requirements, communicating points and negotiation relating to the contract, and overseeing the closeout process when all the terms and conditions have been met. Provides human resource support for the individuals supporting the task order(s), by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices. Provides supervisory control of Contractor personnel, including: timekeeping, training and disciplinary actions. Develops and provides required status reports on all activities to the COR. Shall be available to attend meetings at the specific project locations, as well as occasionally at the EMCBC, to discuss matters in person with support services staff and the DOE COR, Technical Site Lead, other contracted Site Support, or DOE staff.
Education: Bachelor's degree in Science or Engineering related field from accredited school.
Experience: At least ten (10) years of experience in Program or Project Management (or equivalent), with a minimum of five (5) years' experience in DOE, commercial, and/or other Government related construction or environmental remediation/construction Program/Project Management. Must possess strong analytical skills, ability to handle multiple concurrently projects, be detailed oriented, and have strong organization, interpersonal, administrative, and communication skills.
Level I: Minimum education and experience as described above.
Level II: Minimum education, Fifteen (15) years' experience, or advanced degree with ten (10) years of management experience.
Level III: Minimum education, Twenty (20) years' experience, or advanced degree with fifteen (15) years of management experience.

Project Controls Support

To provide services which may include, but are not limited to, the following primary responsibilities: provide assistance to DOE personnel to maintain the Federal Baseline, control and make revisions to the approved schedule and the associated cost impacts related to federal changes. Schedule assessments, including all planned work activities, associated durations, and interdependencies with other project work to ascertain cost and schedule impacts to the critical path associated with proposed federal changes and judge for reasonableness. Evaluation of the current approved federal schedule (work activities along with their associated durations, required resources, predecessor, and successor activities) and cost as planned prior to the changes

requested by the FPD's. Provide project management support including analysis of monthly Earned Value Management Systems (EVMS) performance data including schedule variances and cost variances and identify trends. Report and update schedule status, report schedule variances, conduct critical path and float analysis, resource load schedule and Work Breakdown Structures (WBS), maintain WBS data dictionary, and assess schedule risk using schedule and schedule-related metrics to monitor progress and track and document schedule impacts. The Contractor may be required to monitor progress, track and document schedule impacts using current versions of Microsoft Office like Word, Excel, PowerPoint, and Primavera software, as necessary. Identify, review, and analyze actual or potential scheduling and planning and execution problems. Identify and develop program management policies and procedures to support DOE. Annually perform formal surveillances per DOE Order 413.3B and ANSI/EIA-748B as planned for the contractor baselines. Support DOE with any external reviews for Capital Asset Projects. This includes reviewing the federal baseline schedule and other support documents to ensure integration (e.g., Project Execution Plan, IPT Charter, Risk Management Plan). Support DOE with any HQ IPR Reviews of Operations Activities. This includes reviewing the contractor's baseline schedule and other support documents to ensure integration (e.g., Project Management Plan, Project Execution Plan, Basis of Estimate and WBS Dictionary, Staffing Analysis, and Risk Management Plan). May be required to support tasks and deliverables to include: Integrating Contractor's working schedule with the approved Federal Baseline. Updating Federal Baseline to incorporate changes with DOE's approval. Providing DOE a written analysis of the Contractor's Working Schedule on a monthly Basis.
Education: Bachelor's degree in a DOE related field from an accredited university.
Experience: At least five (5) years of experience in Project Controls in developing and implementing an Earned Value Management system, experience with EVMS standards and tools, monitoring and evaluating contractor/subcontractor performance and performing monthly EVMS analysis and preparing required client reports. Proficiency with Primavera Scheduling Software. Ability to evaluate, monitor, and participate in detailed performance analysis of schedule management systems. Proficiency in MS Office (Word, Excel, PowerPoint, and Outlook). DOE environmental remediation project management experience, preferred.
Level I: Minimum education and experience as described above.
Level II: Minimum education, as described above, and at least eight (8) years of experience in Project Controls in developing and implementing an Earned Value Management system, experience with EVMS standards and tools, monitoring and evaluating contractor/subcontractor performance and performing monthly EVMS analysis and preparing required client reports. Project Management Professional Certification, preferred.
Level III: Minimum education, as described above, at least eleven (11) years of experience in Project Controls in developing and implementing an Earned Value Management system, experience with EVMS standards and tools, monitoring and evaluating contractor/subcontractor performance and performing monthly EVMS analysis and preparing required client reports. Master's degree preferred.

Public Affairs Specialist

To provide services which may include, but are not limited to, the following primary responsibilities: serve as public representative for the project Maintain favorable public image for DOE by communicating programs, accomplishments, and points of view. Plan and coordinate public presentations and activities. May lead a diverse team of environmental staff that may also include members of the public, local government, or regulators. Act as the main point of contact for any media inquiries. Provide support for public, stakeholder and/or regulatory agency reviews and/or meetings. This may include: attending regulatory, public and/or stakeholder meetings, coordinating with all necessary parties, preparing meeting material such as slide presentations and meeting summaries, arranging meeting locations, providing all parties with meeting notifications, producing sufficient quantities of meeting presentation materials, and maintaining public reading rooms. Understand the issues involved in protecting the environment—degradation, conservation, recycling, and hydrogeological protection of water supplies to comply with Federal environmental regulations. May require the flexibility to be "on-call" after duty hours, including evening, weekends, and/or holidays, as required. Prepare reports and recommend actions. Support and communicate directly with senior Leadership on daily basis. Write and distribute weekly reports on public affair activities to DOE HQ, briefings to project stakeholders, coordination of site tours, and ensuring consistency of the message to all stakeholders. Maintain the project websites and other electronic media including Facebook or other social media sites. Work website redesigns as necessary. Produce and create photojournalistic images associated with DOE projects, activities, and awards. Create media packages representing the project for public distribution.
Education: Bachelor's degree in public relations field (or other DOE-related field) from accredited school.
Experience: A minimum of ten (10) years of experience in Public Affairs representing government interests. Knowledge of Risk Communication and Strategies. DOE environmental remediation Project experience, preferred. Must have excellent interpersonal, oral, and written skills.
Level I: Minimum education and experience as described above.
Level II: Minimum education, fifteen (15) years' experience as described above, and DOE environmental Remediation Project experience.
Level III: Minimum education, twenty (20) years of experience as described above, and DOE environmental Remediation Project experience.

Quality Assurance Specialist Support

To provide services which may include, but are not limited to, the following primary responsibilities: revise or update, maintain and assist with the implementation of the approved organization specific Quality Assurance Program (QAP) in accordance with DOE Order 414.1 Quality Assurance describing how applicable requirements of the Environmental Management QAP will be implemented and flowed-down as appropriate. Supports DOE by performing Quality Assurance Independent Assessments, Audits and Surveillances of contractor activities. Prepare and distribute lessons learned reports to encourage improvements based on experience. Plan, coordinate audits, and create checklists based on contractual and procedural requirements. Collect objective evidence to verify compliance with the contract and procedural requirements.

Document opportunities for improvement, non-compliances, and corrective/preventive actions. Liaise with counterparts regarding findings, their resolution and closeout. Work with team personnel to develop, implement and improve processes that increase efficiency and effectiveness, and are acceptable to the Project Director. Analyze and summarize verification program data, organizing it, and presenting it in a format that is useful to project stakeholders. Develop training materials, train, and educate the team. Chair and attend meetings and briefings.
Education: Bachelor's degree in Science or Engineering related field from accredited school.
Experience: At least three (3) years of experience supporting QA/QC efforts. Advanced knowledge of NQA-1 standards. Significant proficiency in auditing. Experience in preparing and making presentations, procedure writing, causal analysis, designing training programs, and training staff to perform specialized tasks. Ability to maintain a database to record assessment activities, non-conformances, and corrective actions.
Level I: Minimum education and experience as described above.
Level II: Minimum education and six (6) years' experience, at least three (3) years of which were associated with DOE projects, as described above, and Certified Lead Quality Assurance Auditor.
Level III: Minimum education, ten (10) years' experience, at least five (5) years of which were associated with DOE projects, as described above, and Certified Lead Quality Assurance Auditor. Master's degree preferred.

Waste Operations and Environmental Remediation Specialist

To provide services which may include, but are not limited to, the following primary responsibilities: provide oversight of highly complex technical work related to groundwater, surface water, soil and remediation, waste compliance, and radioactive waste management work performed by EM contractor, and document field activities. Assist DOE Federal Cleanup Director (FCD) in establishing goals & objectives for site projects and programs. Evaluate contractor performance and provide input to support site periodic performance evaluation. Assist FCD in monitoring, reviewing, and evaluating progress and performance (technical, cost & schedule) of site projects and programs. Review project submittals (permits, reports, plan, etc.) for accuracy and participate in project meetings both internally and with stakeholders and regulators. Resolve technical issues as they arise and makes recommendation to the DOE FCD. Conduct on-site evaluations and audits to assess EM contractor's compliance with contract requirements. Utilizes site business framework and procedures in performing the work. Provide SME input for technical disciplines associated with site cleanup scope. Support waste operation and environmental cleanup oversight activities for the applicable site including physical on-site reviews, operational observations, and reviews of regulatory requirements, related document reviews, and technical assessments. Monitor applicable regulatory requirements and stay abreast of regulatory trends. Arrive at sound and prudent decisions, course of action, or a conclusion, especially when only limited information is available. Serve as the technical manager on projects/programs on behalf of DOE.
Education: Bachelor's degree in engineering or science discipline from accredited university.
Experience: Ten (10) years of experience in environmental cleanup, contaminated groundwater and surface water management, and/or hazardous and nuclear waste (TRU, MLLW, LLW)

management and disposition activities. DOE environmental remediation/cleanup project experience. Knowledge of RCRA; DOE O 414.D, 435.1, 460.1C, 460.2A: 10 CFR 830; 49 CFR 100-185. Experience working for organizations overseen by DOE, DNFSB, and Regulators (State, DOT, EPA, and NRC).

ATTACHMENT J-4 - LIST OF DELIVERABLES

All deliverables shall be provided to DOE in an editable electronic format (i.e., rather than PDF) in addition to hardcopy. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement.

Report	Reference	Due Date	Approval or Information	DOE Recipient
Transition Plan	C.2	5 Calendar days after issuance of task order for transition activities	DOE Approval	COR and CO
Organizational Conflict of Interest Management Plan	H.12	15 days after NTP for first Task Order	DOE Information	CO
Release of Information	H.16	At least 7 calendar days prior to the planned issue date	DOE Approval	CO
Worker Safety and Health Plan	H.18	Within 60 days after Task Order Award	DOE Approval	CO and COR
Report of job-related injuries and illnesses	H.18	As necessary	DOE Information	COR
Occupational Safety and Health Assessments	H.18	Upon Request	DOE Information	COR
Corrective Action for Non-Compliance with Worker Safety and Health Plan	H.18	Upon notification from CO	DOE Approval	CO
Request for Approval of Conference Related Activities	H.31	As applicable	DOE Approval	CO
Acknowledgement of Applicability of DOE Directives and Implementation Schedule	H.34	Within 30 calendar days of receipt	DOE Information	CO
Contractor Task Proposal	H.41	As requested in the RTP	DOE Information	CO
Request for Material Purchase	H.49	Prior to any purchase of applicable material	DOE Approval	CO
Monthly Task Order Progress Reports	H.52	Monthly	DOE Information	CO

Report	Reference	Due Date	Approval or Information	DOE Recipient
Employment or participation by any foreign national in contract performance or site visit by foreign national	H.57	At least 75 days prior to start of employment of planned visit	DOE Approval	CO
Travel Authorization	H.58	Prior to any planed travel	DOE Approval	CO
Disclosure of Lobbying Activities	FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	As required or within 30 days of the end of the calendar quarter in which the change occurs	DOE Information	CO
Business Ethics Awareness and Compliance Program	FAR 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020)	Provide during contract transition	DOE Information	CO
Reporting Executive Compensation and First Tier Subcontract Awards	FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	Within 30 days of contract award	DOE Information	CO
Update SAM Database and Provide Confirmation	FAR 52.204-13 System for Award Management Maintenance (OCT 2018)	Annually	DOE Information	CO
Update of Publicly Available Information Regarding Responsibility Matters	FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	Semi- Annually	DOE Approval	CO
Equal Employment Report (EEO-1)	FAR 52.222-26 Equal Opportunity (SEP 2016)	Annually by September 30	DOE Information	CO
Affirmative Action Plan for Females, Minorities, Veterans, and Workers with Disabilities.	FAR 52.222-26 Equal Opportunity (SEP 2016); FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020)	Within 30 days of contract award	DOE Approval	CO

Report	Reference	Due Date	Approval or Information	DOE Recipient
	FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)			
Federal Contractor Veterans' Employment Report (VETS- 100A)	FAR 52.222-37 Employment Reports on Veterans (JUN 2020)	Annually by September 30	DOE Information	CO
Notify IG sufficient to Identify Nature and Extent of Offenses	FAR 52.222-50, Combating Trafficking in Persons (OCT 2020)	As Applicable	DOE Information	CO
Report to SAM and CO the product types and dollar value of USDA designated Biobased products purchased by the contractor within FY	FAR 52.223-2 Affirmative Procurement of Biobased Products Under Services and Construction Contracts (SEP 2013)	Annually on October 31	DOE Information	CO
Contractor Electronic Funds Transfer Information Contained in SAM Database	FAR 52.232-33 Payment by Electronic Funds Transfer- System for Award Management (OCT 2018)	Update Annually, provide confirmation to DOE CO	DOE Information	CO
Bankruptcy Notification	FAR 52.242-13 Bankruptcy (JUL 1995)	Within 5 days of the initiation of the proceeding relating to the filing	DOE Information	CO
Consent to Subcontract	FAR 52.244-2 Subcontracts (JUN 2020)	Notification to CO in advance of placing subcontract or modification	DOE Approval	CO
Property Management Plans, Systems, and Procedures	FAR 52.245-1 Government Property (SEP 2021) ALT I (APR 2012)	If applicable, provide Annually and update as applicable	DOE Information	CO
Record and disclose physical inventory results	FAR 52.245-1 Government Property (SEP 2021) ALT I (APR 2012)	If applicable, provide Annually and update as applicable	DOE Information	CO

Report	Reference	Due Date	Approval or Information	DOE Recipient
Reports of loss, damage, destruction, or theft of property	FAR 52.245-1 Government Property (SEP 2021) ALT I (APR 2012)	Within 5 days of occurrence	DOE Information	CO and Assigned Property Administrator
Final physical completion or termination inventory	FAR 52.245-1 Government Property (SEP 2021) ALT I (APR 2012)	Upon contract completion	DOE Information	CO and Assigned Property Administrator
Notification of Communications with Members of Congress	DEAR 952.204-75 Public Affairs (DEC 2000)	Within 5 days of occurrence	DOE Information	CO
Cyber Security Program Plan	DEAR 952.204-77 Computer Security (AUG 2006); DOE O 205.1C	Within 30 days of contract award	DOE Approval	CO
Notification that the COR provided direction outside of authority	DEAR 952.242-70 Technical Direction (DEC 2000)	Within 5 working days of notification of direction	DOE Information	CO
Integrated Safety Management System Plan	DEAR 970.5223-1	Within 30 days of contract award	DOE Approval	CO
Employee Assistance Program Implementation Plan	DOE O 350.1 Chg. 5	Within 30 days of contract award	DOE Approval	CO
Employee Concerns Program Implementation Plan	DOE O 442.1B	Within 90 days after contract award	DOE Approval	CO

ATTACHMENT J-5 - NOTICE OF NON-DISCLOSURE FORM

I_____, am working on Contract No. [_____] for the US Department of Energy. In performance on or in support of Contract [_____], I certify that I shall not disclose any Government or DOE or contractor proprietary or confidential information related to or gathered during contract performance, or after contract completion concerning this contract to anyone who is not also authorized access to that information by law, regulation, agency head, or the Contracting Officer; any disclosure shall be limited to the information required in connection with a person's official responsibilities.

I certify that I am aware of the restrictions on disclosure on information under the Procurement Integrity Act, 41 U.S.C. § 2101-2107 (formerly 41 USC § 423), and its implementing regulations, Federal Acquisition Regulation 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil, and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. § 2101-2107 (formerly 41 USC § 423), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Contract [__] prior to award.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, §1001 and the Procurement Integrity Act, 41 U.S.C. § 2101-2107 (formerly 41 USC § 423).

NAME_____/_____
Print Signature

DATE_____ORGANIZATION _____

Contractor to maintain this notice on file.

ATTACHMENT J-6 – GOVERNMENT FURNISHED SERVICES AND INFORMATION

(To be included in each individual Task Order, if necessary.)

ATTACHMENT J-7 - WAGE DETERMINATIONS

The appropriate Department of Labor Wage Determinations will be attached to each task order. See clause DOE-H-2057 *Department of Labor Wage Determinations*.

ATTACHMENT J-8 – PRICING SCHEDULES

(To be included in each individual Task Order)

SECTION J - ATTACHMENT J-9

PERFORMANCE GUARANTEE AGREEMENT

(To be issued at time of Task Order award, if necessary)