

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   97	
2. CONTRACT (Proc. Inst. Ident.) NO. 89303322DEM000072				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE		893033		6. ADMINISTERED BY (If other than Item 5) CODE		03001	
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				EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202  SCD-C			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  Neptune and Company, Incorporated Attn: Trevor Black 1435 Garrison St Suite 201 Lakewood CO 802154748				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  NET 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR CODE				12. PAYMENT WILL BE MADE BY CODE			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( 1 )				14. ACCOUNTING AND APPROPRIATION DATA  See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$8,000,000.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Angela M. Cooney			
19B. NAME OF CONTRACTOR Neptune and Company, Incorporated BY			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
(Signature of person authorized to sign)					(Signature of the Contracting Officer)		

NAME OF OFFEROR OR CONTRACTOR

Neptune and Company, Incorporated

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	DUNS Number: Not Available Period of Performance: 06/16/2022 to 06/15/2027  West Valley Probabilistic Performance Assessment (PPA) Indefinite Delivery/Indefinite Quantity (IDIQ) contract Obligated Amount: ██████████				8,000,000.0

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS  
(OCT 2014)**

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Time-and-Materials (T&M) task orders will be issued in accordance with clause H.34, Task Ordering Procedure, and utilizing the fully-burdened rates contained in Section J-1, Labor Categories and IDIQ Schedule of Fully-Burdened Labor Rates. 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 this contract as furnished by the Government) and otherwise do all things necessary for meeting the requirements identified in each individual task order in accordance with the scope of work/requirements contained in Section C, Description/ Specifications/ Performance Work Statement.

This IDIQ contract is for the purpose of providing probabilistic performance assessment (PPA) and statistical decision analysis services to the U.S. Department of Energy (DOE) West Valley Demonstration Project (WVDP) and the New York State Energy Research and Development Authority (NYSERDA). The Contractor is required to report and respond to the respective parties equally on all technical matters. However, for all matters of contract administration, please refer to Section G.

**B.2. CEILING PRICE OF MASTER CONTRACT**

Contract Term (Ordering Period)	60 Months
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Contract Price (Estimated Maximum)*	\$8,000,000.00
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*\* All T&M task orders issued will stipulate a ceiling value for direct productive labor hours (DPLH), fully-burdened labor costs established in Section J, Attachment J-1, travel and other direct costs, and total task order price.*

**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.
- (b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$8,000,000.00.

#### **B.4. FUNDING**

Funding will be obligated to each individual task order up to the ceiling value of the basic contract. All task orders issued under this contract count towards the ceiling value, and the total cumulative value of the task orders issued shall not exceed the contract ceiling value.

Funding is to be determined on a Task Order basis. No funding will be obligated to the IDIQ contract. FFP and T&M Task Orders may be incrementally funded.

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

(a) If a firm-fixed-price 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 firm-fixed-price;
- (3) a planned funding schedule that corresponds to the firm-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) both a firm-fixed-price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds (if the Government incrementally allots funds); and
- (6) an obligation that the Government will pay the Contractor for the work the Contractor performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the Contractor actually incurred.

(b) For each task order:

- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the 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 firm-fixed-price for each of the firm-fixed-price task orders issued:

- 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 task order before the task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a firm-fixed-price task order is the allotted funds for the task order, 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 firm-fixed-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 firm-fixed-price of the fixed amount 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 firm-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 firm-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 firm-fixed-price and
    - ii. the Contractor must provide the work the contract requires for the task order.



- (d) The firm-fixed-price for each task order will be listed in Section B of each individual task order.
- (e) The Planned Funding Schedule for each task order will be listed in each individual task order. The sum of the planned funding for each task order equals the firm-fixed-price of the task order.
- (f) The Actual Funding Schedule for each task order will be listed in each individual task order. It specifies the actual amount of funds allotted and presently available for payment by the Government 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 firm-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 firm-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 firm-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 exceed 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 firm-fixed-price, the Government will pay it the firm-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 may 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 either 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 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:

\*To be determined and included on individual task orders.

(o) Actual Funding Schedule:

\*To be determined and included on individual task orders.

**B.6 TIME-AND-MATERIALS TASK ORDERS**

(a) A total ceiling price will be established for each task order that includes the ceiling for labor plus the combined ceiling for materials, travel, other direct costs, and the indirect costs that are applied to these non-labor direct costs.

(b) Labor

- (i) The Contractor shall provide direct-productive-labor-hours (DPLH) at the fully burdened labor rates shown in Section J-1, Labor Categories and IDIQ Schedule of Fully-Burdened Labor Rates, which are fixed for the term of the contract and any task order awarded thereunder. Fully burdened labor rate is defined as the sum of the base wage, fringe benefits, overhead, general and administrative expense, and profit, on an hourly basis for a given labor category.
- (ii) DPLH is defined as actual hours worked, inclusive of both the prime and any subcontractor hours, but exclusive of federal holidays (11 total), vacation, sick leave, administrative leave, and other absences.
- (iii) Estimated DPLH will be established for each labor category; however, they are only estimates. Actual hours may vary from the estimated hours during the course of the task order. Note that the Contractor shall not be bound to deliver labor hours by labor category in strict accordance with the task order, but will instead be authorized to interchange labor hours within approved labor categories, so long as overall labor costs are within the labor ceiling dollar value. However, prior to contractor utilization of DPLH in excess of the estimated DPLH for any given labor category, the contractor must provide 10 business days advance written notice to the Contracting Officer. The advance notification requirement applies to the initial instance such a situation occurs in a task order for each labor category.

(c) Materials, Travel, and Other Direct Costs

- (i) The Contractor shall be reimbursed on an actual costs basis for materials, travel, and other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, *Allowable Cost and Payment*.
- (ii) Materials and Other Direct Costs - The Contractor shall be reimbursed on an actual cost basis for allowable and relatable materials and other direct costs.

(iii) Travel

(A) 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. training classes, technical meetings, and stakeholder interactions). Reimbursement shall be in accordance with FAR 31.205-46 – Travel Costs. All travel must be approved in advance by the Contracting Officer. The PA Contractor shall support the development of an annual travel budget and track expenses throughout the year.

(d) The Contractor shall notify the Contracting Officer in writing should it note any conditions that arise that may warrant a change in the ceiling value of a task order or the utilization of a new/additional labor category. The Contracting Officer shall notify the Contractor in writing whether or not a change to the task order may be warranted and a proposal necessary.

(e) Payment for the DPLH provided and materials, travel, or other direct costs, if any, will be made in accordance with Section I clause 52.232-7 *Payments Under Time-and-Materials and Labor-Hour Contracts*.

**B.7 NON-LABOR COST – INDIRECT CEILING RATE**

The Contractor is entitled to apply an indirect rate (G&A) to all non-labor costs of       % for T&M Task Orders with non-labor costs. The percentage specified is considered a ceiling rate. Contractor's actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor's reimbursed indirect rate shall be supported by the Contractor's accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

(End of Section)

## **SECTION C - DESCRIPTION/SPECIFICATIONS**

### **Performance Work Statement Department of Energy Office of Environmental Management**

#### **C.1 BACKGROUND**

The Department will procure the services described below by issuing task orders under this basic contract. The task orders will be performance-based. Performance-based contracting defines contractor performance expectations in terms of outcomes or results rather than methods, processes, systems, or broad categories of work activity.

In 2010, DOE and NYSERDA selected the Phased Decisionmaking Alternative as the preferred alternative for the *Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship of the West Valley Demonstration Project and the Western New York Nuclear Service Center*. During Phase 1 of the Phased Decisionmaking Alternative, a number of highly contaminated facilities at the WNYNSC will be removed and scientific studies performed to help inform Phase 2 decision making.

DOE and NYSERDA are in the process of Phase 2 decision making for those facilities remaining at the WVDP and WNYNSC following the completion of Phase 1 decommissioning. Phase 2 decommissioning decisions will be made for the following: the underground tanks and support facilities in the Waste Tank Farm (WTF) area, the U.S. Nuclear Regulatory Commission (NRC)-licensed disposal area (NDA), the State-licensed Disposal Area (SDA), the Construction Demolition Debris Landfill (CDDL), the non-source area of the north plateau groundwater plume, contaminated soils, and contaminated stream sediments.

These decisions will be informed by (1) scientific studies performed at the WVDP and WNYNSC, (2) the development of a probabilistic performance assessment (PPA) that evaluates dose and risk impacts associated with proposed Phase 2 decommissioning alternatives, and (3) the development of a Supplemental Environmental Impact Statement (SEIS) that evaluates cumulative and other impacts associated with proposed Phase 2 decommissioning alternatives.

#### **C.2 PURPOSE**

The purpose of this contract is to provide support to the U.S. Department of Energy (DOE) West Valley Demonstration Project (WVDP) and the New York State Energy Research and Development Authority (NYSERDA) in performing probabilistic performance assessment (PPA) and statistical decision analysis of proposed

decommissioning alternatives to support Phase 2 decommissioning decision making for the WVDP and Western New York Nuclear Service Center (WNYNSC).

The scope includes the following elements: (1) evaluating proposed Phase 2 decommissioning alternatives using the West Valley PPA model to support Phase 2 decision making for the West Valley Site, (2) maintain and update the West Valley PPA model public website, (3) perform a long-term PPA for the decommissioning alternatives evaluated in the Supplemental Environmental Impact Statement (SEIS) for the West Valley Site, and (4) prepare chapters and appendices for the SEIS as required by the SEIS Contractor. DOE and NYSERDA (the agencies) intend to conduct this work jointly, using a tripartite contract structure and sharing in oversight and cost of the work.

### **C.3 PERFORMANCE REQUIREMENTS**

The Contractor shall implement all activities and furnish all services, materials, supplies, equipment, and travel required in connection with this performance work statement (PWS). The Contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure the completion of the work specified in this contract. In doing so, the Contractor shall provide personnel with expertise in performing PPAs and in applying statistical decision analysis methods to evaluate and optimize disposal, closure, and/or long-term monitoring and maintenance options at complex radiological waste management facilities and radiological facilities undergoing decommissioning. It is anticipated that this work may include, but will not be limited to, literature searches, research efforts, probabilistic sensitivity and uncertainty analyses, modeling (erosion, groundwater, surface water, dose assessment, contaminant release, contaminant transport, etc.), and preparation of long-term PPAs.

The Contractor shall conduct this work under a tripartite contract jointly managed by the DOE and NYSERDA. This contract is jointly funded and managed by the DOE and NYSERDA to support Phase 2 decommissioning decision making for the WVDP and the WNYNSC. The Contractor shall be responsive to each agency equally. The Contractor shall ensure that cost and schedule estimates are developed for all tasks and are coordinated with the agencies prior to the commencement of work.

DOE will not issue any task orders under this IDIQ without the concurrence of NYSERDA.

#### **C.3.1 Probabilistic Analysis to Support Phase 2 Decision Making**

The Contractor shall implement all activities identified in this PWS. It is anticipated that this work may include, but will not be limited to, literature searches, research efforts, deterministic and/or probabilistic sensitivity and uncertainty analyses, modeling (erosion, groundwater, surface water, dose and risk assessment, contaminant release, contaminant

transport), and preparation of long-term PPAs. The Contractor shall ensure that cost and schedule estimates are developed for all tasks and are coordinated with the agencies prior to the commencement of work.

#### **C.3.1.1 West Valley Probabilistic Performance Assessment Contract Schedule**

The Contractor shall develop a detailed near- and long-term project schedule that integrates the completion of all work scope activities identified in this performance work statement out to the planned completion date for the Supplemental Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center (SEIS). This schedule will be structured to identify those near-term (~12 month) work scopes required to support the completion of the West Valley Probabilistic Performance Assessment (PPA) model and development of decommissioning alternatives, and longer-term activities to support the SEIS public comment period and development of the final SEIS. The schedule(s) should identify all critical path items such that they and their impacts are easily tracked through time.

#### **C.3.1.2 Development of Decommissioning Alternatives for the West Valley Site**

The Contractor shall assist the DOE and NYSERDA in developing up to three (3) new decommissioning alternatives for the West Valley Site for evaluation in the SEIS. These new decommissioning alternatives will supplement the three alternatives (Sitewide Removal, Close-in-Place, and No Action) previously developed for evaluation in the SEIS.

The development of these new decommissioning alternatives will be an iterative process involving the Contractor, DOE, NYSERDA, and the agencies' contractor preparing the SEIS using the most recent base version of the West Valley PPA model. The Contractor shall use the PPA model and its ability to rank the dose contribution of decision units to evaluate different decommissioning scenarios proposed by DOE and NYSERDA that implement potential selective source term removals, different engineered barrier designs, and erosion control structures. The Contractor shall model these scenarios in the PPA model and compare the radiological dose results (peak of the mean) to the U.S. Nuclear Regulatory Commission's License Termination Rule (10 CFR 20, Subpart E) as one potential selection criteria to include these proposed decommissioning alternatives for evaluation in the SEIS.

In addition to radiological dose, these decommissioning alternatives will also evaluate chemical (non-radiological) risk to humans and ecological receptors updating the chemical risk analysis performed in the FEIS. The agencies will work with the Contractor to identify the location of the average member of the critical group for each receptor scenario evaluated for the West Valley site assuming institutional controls and ongoing maintenance are in place, and assuming a loss of institutional controls and loss



of maintenance. The Contractor shall then evaluate both radiological dose and chemical risk to the average member of the critical group. The Contractor shall use site chemical inventory developed for the 2010 FEIS, and this information will be updated, as appropriate, with additional site chemical data that is available as of January 2022. Evaluation of chemical impacts/risks shall be performed in a deterministic fashion using the Goldsim model framework developed for the West Valley long-term performance assessment. The Contractor shall also develop an ALARA analysis for these Phase 2 Alternatives following the methodology described in Appendix N of NUREG-1757 Vol. 2, Rev 1.

The West Valley PPA model shall also provide estimated radiological and chemical concentrations in surface water, groundwater, soil, stream sediment, air, and geologic strata associated with each evaluated decommissioning alternative. Evaluation of chemical risk may include screening evaluations where chemical concentrations in Phase 2 facilities and environmental media are compared to federal or state chemical risk-based concentration criteria.

The Contractor shall also provide PPA modeling staff to assist in the development of the decommissioning alternatives.

Once DOE and NYSERDA have agreed upon the new decommissioning alternatives to be evaluated in the SEIS, the Contractor shall make all required modifications to the base West Valley PPA model to incorporate any changes to the configuration and dimensions of surface and subsurface barriers and engineered erosion controls associated with each of the decommissioning alternatives developed under this work scope. The Contractor shall also perform all required process level modeling (groundwater, surface water, sediment transport, infiltration, dose, and erosion) to incorporate changes to groundwater flow and sediment/contaminant transport in the West Valley PPA model resulting from changes to the configuration and dimensions of surface/subsurface barriers and engineered erosion controls.

### **C.3.1.3 Enhancements to the West Valley Probabilistic Performance Assessment Model**

The Contractor shall complete the following work scopes to enhance the performance of the West Valley PPA model. The Contractor shall provide the appropriate technical staff to implement each of these work scopes into the PPA model.

#### **C.3.1.3.1 Effectiveness and Long-Term Performance of Erosion Controls/Stream Armoring**

The Close-in-Place and selective removal closure alternatives for the West Valley Site may include the installation of various types of erosion controls/stream armoring along site streams to delay stream and gully erosion impacts to adjacent closed facilities.

The Contractor shall evaluate the effectiveness, long-term performance (including consideration of climate change), and associated uncertainties of erosion controls in the hydrologic stream systems at the West Valley site. The Contractor shall develop appropriate input parameter distributions that reflect these attributes for use in the West Valley PPA model to evaluate future impacts of human dose and risk from site facilities. This evaluation may require the use of expert elicitation. In the event expert elicitation is required, the agencies expect the Contractor to structure the elicitation scope to minimize the duration and cost to the agencies without compromising the quality of the results obtained from this work scope.

#### **C.3.1.3.2 Effectiveness and Long-Term Performance of Engineered Surface and Subsurface Barriers**

The Close-in-Place and selective removal closure alternatives for the West Valley Site may include the use of surface and subsurface engineered barriers such as surficial multi-layer covers and subsurface hydraulic barrier walls as part of the closure designs.

The Contractor shall evaluate the effectiveness, long-term performance (including consideration of climate change), and associated uncertainties of these engineered barriers. The Contractor shall develop appropriate input parameter distributions that reflect these attributes for use in the West Valley PPA model to evaluate future impacts of human dose and risk from site facilities. This evaluation may require the use of expert elicitation (to be determined by DOE and NYSERDA). In the event expert elicitation is required, the agencies expect The Contractor to structure the elicitation scope to minimize the duration and cost to the agencies without compromising the quality of the results obtained from this work scope.

#### **C.3.1.3.3 Waste Tank Farm Release Model**

The Waste Tank Farm (WTF) at the WNYNSC includes two 750,000-gallon carbon steel tanks (8D-1, 8D-2) located in separate underground concrete vaults and two 15,000-gallon stainless steel tanks (8D-3, 8D-4) housed in a common underground concrete vault. Tank 8D-2 formerly contained approximately 600,000 gallons of plutonium-uranium extraction (PUREX) high-level radioactive liquid waste (HLW) that was largely removed during WVDP Vitrification operations from 1996-2002. Approximately 115,000 Ci of residual radioactivity remains in Tank 8D-2. Tank 8D-1 was used to support WVDP Vitrification operations and contains approximately 215,000 Ci of residual radioactivity. Tank 8D-4 formerly contained approximately 12,000 gallons of thorium extraction (THOREX) HLW that was largely removed during WVDP Vitrification operations. Approximately 15,000 Ci of residual radioactivity currently remains in Tank 8D-4 which will be largely removed during future Phase 1 decommissioning activities. Tank 8D-3 was used to support WVDP Vitrification

operations and contains several Ci of residual radioactivity.

These tanks and vaults will be grouted with sorbent containing cementitious grout under a Close-in-Place alternative and will not be grouted under the No Action alternative. Tanks and vaults may or may not be grouted in a Selective Removal Alternative. The Close-in-Place alternative will also include one or more subsurface barrier walls and an engineered multi-layer closure cover. Selective Removal alternatives may include various barrier walls and covers.

The Contractor shall develop a waste release model that predicts the release of contaminant inventory from the tanks to the subsurface from grouted and non-grouted, scenarios. This model will incorporate the impacts on contaminant transport from the multi-layer closure cover, the subsurface barrier wall(s), the concrete tank vaults, the grouted and non-grouted tank/vault annulus, the carbon- and stainless-steel tank shells, and the grouted and non-grouted tank interior. The model will include the development of input parameter distributions for corrosion rates for carbon and stainless steel and consider the pH buffering effects of concrete and cementitious grout material in the vaults and tanks.

#### **C.3.1.3.4 Waste Tank Farm “Near-Field” Groundwater Model**

The West Valley Probabilistic Performance Assessment (PPA) model utilizes groundwater flow information abstracted from the West Valley Finite Element Heat and Mass Transfer (FEHM) groundwater model. The grid size of the West Valley FEHM model is too large to model groundwater flow dynamics associated with the smaller scale individual components of the underground tanks and vaults associated with the Waste Tank Farm (WTF) at the WVDP.

The Contractor shall develop a smaller scale “Near-Field” groundwater model that evaluates the groundwater flow dynamics of the tanks and vaults of the Waste Tank Farm under a No Action, Close-in-Place, and Selective Removal scenario. This model will incorporate the proposed multi-layer closure cover, multiple subsurface barrier walls, the concrete vaults, grouted and non-grouted tank/vault annulus, carbon- and stainless-steel tank shells, and the grouted and non-grouted tank interior. Once completed, the Contractor shall abstract the “Near-Field” model groundwater flow information into the West Valley PPA model to evaluate future impacts to human dose and risk from the close-in-place, selective removal, and no action closure alternatives.

#### **C.3.1.3.5 Extension of the West Valley PPA Model Domain to include Cattaraugus Creek and Lake Erie Water Users**

The current version of the West Valley PPA model extends downstream to the confluence of Buttermilk and Cattaraugus Creek limiting the evaluation of human dose and risk to receptors within the WNYNSC. In order to evaluate human dose

and risk to receptors downstream of the Buttermilk Creek and Cattaraugus Creek confluence, such as the Seneca Nation of Indians (SNI) and populations utilizing drinking water from Lake Erie and the Niagara River, the West Valley PPA model domain will be extended downstream of the Buttermilk/Cattaraugus Creek confluence.

To the extent necessary, the Contractor shall extend the current West Valley PPA model domain downstream of the Buttermilk/Cattaraugus Creek confluence into Lake Erie, incorporating sediment and contaminant transport along this surface water pathway. The Contractor shall make every effort to reduce the complexity, duration, and cost of the surface water and sediment transport modeling required to evaluate human dose and risk to receptors downstream of the Buttermilk Creek confluence without sacrificing technical rigor and completeness. The Contractor will confer with the agencies about the proposed technical approach for building this model domain extension into the PPA.

#### **C.3.1.4 Evaluation of Human Dose and Risk Downstream of the Western New York Nuclear Service Center**

The Contractor shall evaluate human dose and risk associated with users of surface water downstream of the WNYNSC, including the Seneca Nation of Indians (SNI) along Cattaraugus Creek and populations using municipal public water supplies drawn from Lake Erie and the Niagara River downstream of Cattaraugus Creek. The Contractor shall develop and propose to the agencies receptor and dose pathways representative of the SNI and the downstream users of surface water as drinking water (Lake Erie and Niagara River). In order to develop a proposal for receptor/dose pathways for the SNI, the Contractor shall also compile and evaluate publicly available behavioral information associated with the average member of the SNI and similar Native American tribal groups, such as ingestion rates and exposure factors to be used as input parameters to evaluate dose and risk to the SNI. The Contractor may be required to participate in public meeting with the SNI to discuss the results of this study.

The Contractor shall use its surface water and sediment/contaminant transport modeling downstream of the WNYNSC and SNI ingestion rate and exposure factor information to support the evaluation of dose and risk to the SNI receptor. The Contractor shall also evaluate population dose associated with users of municipal water supplies utilizing Lake Erie and Niagara River downstream of Cattaraugus Creek.

#### **C.3.1.5 Technical Discussions with the U.S. Nuclear Regulatory Commission**

The Contractor shall develop and lead certain technical discussions for U.S. Nuclear Regulatory Commission (NRC) performance assessment modeling staff that describe technical aspects of the West Valley Probabilistic Performance Assessment (PPA) model.

These technical discussions will not require travel and will utilize teleconferencing/online meeting technology allowing remote participation by the Contractor, NRC, DOE-WVDP, and NYSERDA technical staff. Each meeting is expected to be approximately two hours long. The Contractor shall prepare all presentation material and make available appropriate technical staff capable of describing and discussing technical aspects of the West Valley PPA model. The Contractor shall also provide estimates for responding to NRC technical comments.

Potential technical discussions are listed below:

1. Conceptual Site Model for the West Valley Site and FEPS Analysis for the West Valley Site
2. West Valley PPA Model – Initial Overview
3. Inventory and Distribution Development
  - a. State-licensed Disposal Area (SDA)
  - b. NRC-licensed Disposal Area (NDA)
  - c. Waste Tank Farm (WTF)
  - d. Background and Residual Soil Inventory
4. Geologic Framework Model and Material Properties Distribution Development
5. Hydrologic Modeling, including consideration of climate change implications
  - a. Groundwater modeling (FEHM)
  - b. Infiltration modeling (HELP)
  - c. Surface water and sediment transport modeling (SWAT)
  - d. Erosion modeling
6. Engineered Barrier Implementation and Performance
7. Human Dose and Risk Modeling
  - a. Onsite Resident Farmer
  - b. Hillslope Modeling
  - c. Offsite Dose
  - d. Population dose
8. West Valley PPA Goldsim Model – Overview and Discussion

#### **C.3.1.6 Technical Discussions with Cooperating and Involved Agencies**

The Contractor shall develop and present the technical aspects of the PPA model, including model construct, assumptions, inputs, and results, for the SEIS Cooperating/Involved agencies (EPA, NYSDEC, NYSDOH, and the Town of Ashford) and interested parties such as the Seneca Nation of Indians prior to the public comment period of the SEIS. These discussions will be similar to the Contractor technical presentations for the U.S. Nuclear Regulatory Commission (NRC), however it is likely such discussions can be completed in fewer meetings.

These meetings will not require travel and would be held remotely using

teleconferencing/online meeting technology allowing remote participation by the Contractor, DOE, NYSERDA, the Cooperating/Involved agencies, and the Seneca Nation of Indians. Each meeting is expected to be approximately two hours long and will include all Cooperating/Involved agencies and interested parties. The Contractor shall prepare all presentation material and make available appropriate technical staff capable of describing the technical aspects of the West Valley PPA model. The Contractor shall also provide estimates for responding to technical comments from the Cooperating/Involved agencies.

Potential technical discussions for Cooperating/Involved Agencies and interested parties are listed below:

1. West Valley PPA Model – Initial Overview and Conceptual Site Model
2. Inventory and Distribution Development
3. Erosion Modeling/Human Dose and Risk Modeling
4. West Valley PPA GoldSim Model - Results

#### **C.3.1.7      Develop and Maintain a West Valley Probabilistic Performance Assessment Website**

The Contractor shall develop and maintain a public facing website that is designed to be a portal for stakeholders to learn about the West Valley PPA model, supporting process models, data, documents, and analyses that are currently under development to support the preparation of the SEIS. The West Valley PPA model website shall be made available for public access at the start of the public comment period for the draft SEIS.

The PPA website shall be housed on a Contractor server and must meet risk categorization and minimum security requirements specified in:

- DOE O 205.1C - DOE Cyber Security Program, May 15, 2019
- NIST FIPS-199 - Standards for Security Categorization of Federal Information and Information Systems
- NIST SP 800-53r5 Security and Privacy Controls for Federal Information Systems and Organizations

#### **C.3.1.8      West Valley Probabilistic Performance Assessment Model White Papers**

The Contractor shall complete preparation of the draft and final versions of White Papers that describe the West Valley PPA GoldSim model, its component process level models, the development of input parameter distributions used in the PPA model, and the results of the long-term PPA developed to support the preparation of the SEIS. Final versions of



these White Papers will be completed by and made available for public review at the start of the public comment period for the draft SEIS.

**C.3.1.9      Perform a Long-Term Probabilistic Performance  
Assessment for Decommissioning Alternatives Evaluated in  
the Supplemental Environmental Impact Statement**

The Contractor shall perform a long-term PPA for each of the Phase 2 decommissioning alternatives evaluated in the SEIS for the West Valley Site. The long-term PPA shall fully evaluate contaminant transport through the environment and radiological doses to humans and ecological receptors from the radiological inventory associated with the Phase 2 facilities at the WNYNSC. Radiological dose results for all facilities at the WNYNSC will be evaluated in context with the U.S. Nuclear Regulatory Commission's (NRC) License Termination Rule (10 CFR 20, Subpart E) criteria as prescribed in the NRC's West Valley Policy Statement (67 FR 5003). The long-term PPA shall also include a thorough characterization and evaluation of the nature and magnitude of uncertainty in the analyses. All analyses shall be fully documented such that results can be reproduced.

**C.3.1.10      Prepare Supplemental Environmental Impact Statement  
Chapters and Appendices**

The Contractor shall prepare chapters and appendices for inclusion in both the draft and final SEIS that describe the methodology, component models, input distribution development, and results of the long-term PPA developed to support the preparation of the SEIS. These chapters and appendices will describe the GoldSim West Valley PPA model and all process level modeling performed to support the development of the PPA model including, but not limited to, groundwater, surface water, sediment transport, infiltration, human dose/risk, biotic transport, and erosion modeling. The Contractor shall also describe the development of input parameter distributions for the GoldSim PPA model and its supporting process level models including, but not limited to, radiological inventory, distribution coefficients, solubility limits, and hydrologic and contaminant transport parameters. The Contractor shall revise its chapters and appendices as required for the Final SEIS based on the resolution of comments during the SEIS public comment period. The Contractor shall complete this work scope with the SEIS contractor during the preparation of the SEIS.

**C.3.1.11      Supplemental Environmental Impact Statement Comment  
Responses**

The draft SEIS will have a 6-month public comment period during which reviewers will be able to submit comments on the various components of the SEIS. The Contractor shall prepare responses to comments directed to the West Valley PPA model, its results, its supporting process level models, and the development of input parameter distributions used in its modeling efforts. If directed by the agencies, the Contractor shall revise its

sections of the SEIS based on its responses to the comments submitted during the SEIS public comment period. The Contractor shall complete this work scope with the SEIS contractor during the preparation of the Final SEIS.

#### **C.3.1.12 DOE and NYSERDA Decommissioning Plan Support**

As part of the West Valley Site decommissioning process DOE and NYSERDA will be preparing individual Decommissioning Plans for submission to the U.S. Nuclear Regulatory Commission (NRC) based on the preferred decommissioning alternative identified in the Draft SEIS. These decommissioning plans will be prepared by the SEIS contractor and submitted to the NRC for acceptance and technical review when the Draft SEIS is released for the public comment period.

The Contractor shall support the development of these Decommissioning Plans by preparing chapters and appendices describing the West Valley PPA model, its component process-level models, and input parameter distribution development. The Contractor shall develop responses to NRC Requests for Additional Information (RAI) concerning the PPA and process level modeling; potentially performing additional dose modeling in response to RAI; and participating in NRC public meetings during the development of these plans. As required, the Contractor shall revise its sections of the Decommissioning Plan based on its responses to the NRC RAI. The Contractor shall complete this work scope with the SEIS contractor during the preparation of the SEIS and Decommissioning Plans.

#### **C.3.1.13 Preparation of a Final Report**

The Contractor shall prepare draft and final reports describing the development of the GoldSim PPA Model for the West Valley Site. These reports shall include a description of the conceptual site model of the site and a description of the GoldSim PPA model structure including materials, processes, inventory, contaminant transport, health effects, and results. The reports shall include the results of the PPA model sensitivity analysis (SA) and uncertainty analysis (UA) and a discussion of resulting human receptor doses in context with the NRC License Termination Rule (10 CFR 20, Subpart E) criteria as prescribed in the NRC's West Valley Policy Statement (67 FR 5003). The reports shall include all quality assurance (QA) documentation.

Submission of the final report shall include the final GoldSim PPA Model for the West Valley Site modeling code and associated final modeling codes for all of the process-level models that provided input into the GoldSim West Valley PPA model, including but not limited to:

- FEHM groundwater model for the West Valley Site
- SWAT surface and sediment transport model for the West Valley Site
- HELP infiltration model for the West Valley Site
- Erosion model for the West Valley Site

### **C.3.2 General Deliverables**

All deliverables shall be provided to the agencies in draft form for agency technical review.

### **C.3.3 Records Management**

The Contractor shall develop and implement a Records Management Program to ensure all records (regardless of media; including, but not limited to electronic records, electronic information systems and email) generated/received in the performance of the Contract, are managed in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, "*Records Management*"; DOE O 243.1B, "*Records Management Program*", and any other DOE requirements as directed by the CO. The Contractor shall be responsible for records management in support of its operation and shall generate two (2) sets of records; one of which will be turned over to DOE and the other to NYSERDA at contract completion. All records subject to the management of the Contractor are to be inventoried, scheduled and dispositioned in accordance with Federal laws, regulations, DOE Directives and an approved Records Management Plan. The Records Management Plan (see Section J, Attachment J-6, List of Deliverables) shall be submitted to the Government for approval within 60 days of the Notice to Proceed (NTP) for the first task order and updated thereafter when changes occur.

Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, "*Access to and Ownership of Records*" see Section I), all records (see 44 U.S.C. 3301 for statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in the performance of this Contract shall be the property of the Government.

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated and received (regardless of media) by Federal regulations found in 36 CFR, Subchapter 12, *Records Management*.

The Contractor shall develop and maintain up-to-date inventories, file plan and systems that provide for the identification (DOE Records Disposition Schedule title and description), location, cutoff, arrangement, and disposition authority, for all Government-owned and Contractor-owned records created and received (See Section J, Attachment J-6 List of Deliverables).

The Contractor shall maintain a National Environmental Policy Act (NEPA) Administrative Record in accordance with DOE and New York State Environmental Quality Act (SEQRA) requirements. The AR is a compilation of all documents that are considered or relied on when decisions are made. Records or materials that are typically

part of the project record and that have been identified for inclusion in the AR shall be duplicated in their entirety for both the project or subject record and the AR.

The Contractor shall develop and implement a Records Disposition Plan, which shall include processing records to storage, turnover to DOE and NYSERDA at contract completion or the records destruction process (See Section J, Attachment J-6, List of Deliverables). The Contractor shall disposition all records in accordance with NARA-approved DOE Records Disposition Schedules and applicable federal laws and regulations. The plan shall include a destruction certificate that requires DOE Records Management Field Officer (RMFO) DOE Legal and NYSERDA approvals prior to the destruction (DOE can provide example) of any records. This includes any contractor-owned records eligible for destruction prior to contract completion.

#### **C.3.4 Communication and Outreach Support**

The Contractor shall assist and support the agencies during meetings with the regulatory agencies and with the public (including the Citizen Task Force, Quarterly Public Meetings, environmental groups, and other interested parties) to discuss the progress and results of the work scope identified in this PWS.

The Contractor shall support the agencies in outreach and response to elected officials, stakeholders, regulators, and Tribal entities. Such support shall include, but shall not be limited to, preparation for briefings; public presentations; and search, review, and reproduction of documents and records. The Contractor may be required to interact with organizations involved in scientific data collection activities at the WVDP and WNYNSC.

#### **C.3.5 Travel**

Travel to the WVDP site in West Valley, New York will be necessary for Contractor personnel to conduct some elements of the scope of work for this contract. In addition, the Contractor shall travel to West Valley as requested by the agencies to participate in meetings with the agencies, regulators, and members of the public, to discuss the project progress under this contract. All travel must be approved in advance by the DOE CO. Travel, lodging and per diem to the WVDP site is authorized in accordance with the Federal Travel Regulations. The PA Contractor shall support the development of an annual travel budget and track expenses throughout the year.

### **C.4 CITIZEN AND CREDENTIAL REQUIREMENTS**

Individuals assigned to this contract shall be United States citizens or United States legal permanent residents with the appropriate work authorization. Any non-citizen or non-legal permanent resident is prohibited from working under this contract without prior Department of Energy approval, including those individuals previously approved under any other federal contract. Individuals must provide proof of United States citizenship and/or legal work status.

Individuals working under this contract for a period of 6 months or greater, or as directed by the Department of Energy West Valley Demonstration Project, are required to comply with Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors (HSPD-12). Individuals must complete and submit the necessary documentation to be sponsored and enrolled in the USAccess System and successfully pass a background investigation to be issued a federal HSPD-12 credential.

#### **C.5 TRAINING**

Individuals working under this contract that are anticipated to be on site [West Valley Demonstration Project (WVDP) and/or Ashford Office Complex (AOC)] for a total 2 weeks (80 hours) or more (in any combination) are required to complete General Employee Training (GET) which is computer based training that should take 3 hours to complete including a pre-test review offered by the site prime contractor.

#### **C.6 SECURITY AND EMERGENCY RESPONSE**

While at the WVDP or AOC, individuals working under this contract shall comply with ALL established security and emergency response requirements and actions. Additionally, the Contractor shall comply with DOE Order 471.3, Identifying and Protecting Official Use Only Information and DOE Manual 471.3-1, Manual for Identifying and Protecting Official Use Only Information.

#### **C.7 LOCATION OF WORK**

The performance may take place in several locations during the Period of Performance of the contract. The Contractor shall perform work in its own facilities the majority of the time; however, the Contractor may be required to enter either the WVDP site or the Ashford Office Complex in West Valley, New York from time to time.

#### **C.8 CONTRACTOR PERFORMANCE**

The Contractor shall furnish all personnel, facilities, equipment, material, services and supplies (except for those specifically identified in each task order) and otherwise perform all functions necessary to accomplish work in a safe, compliant, effective, and efficient manner. Only the Contracting Officer, acting within the limits of his/her authority has the ability to request, negotiate, or agree to change the contract terms and conditions through the issuance of a contract modification.

#### **C.9 PERFORMANCE BASED REQUIREMENTS**

To more adequately track the benefits from the costs incurred, the DOE incorporates

performance requirements into its contracts. Each performance requirement will contain the following three elements: Performance Objective, Performance Measures, and Performance Expectations. When taken together, these elements constitute the performance requirements of each individual task order that will be issued under this ID/IQ contract.

- a. The task orders will be performance based subject to the objectives, measures and expectations contained in the task order's Performance Work Statement (PWS).
- b. Each performance requirement in each task order's PWS will contain the following three elements:
  - i. Performance Objective – A statement of the outcome or results expected.
  - ii. Performance Measures - The critical few characteristics or aspects of achieving the objective that will be monitored by DOE and for which DOE will gather data about which include Accuracy, Timeliness, Cost Control, and Customer Satisfaction.
  - iii. Performance Expectations – The targeted level or range of levels of performance for each performance measure.
- c. PWS performance expectations for each task order will include the following:
  - i. Contractor shall strive to provide 100% of all services and deliverables identified in the PWS in a complete, effective and efficient manner.
  - ii. Contractor shall demonstrate commitment to quality in preparation of administrative support documentation.
  - iii. Contractor shall adhere to and follow all applicable EMCBC procedures and DOE Orders which pertain to the activities outlined in the PWS.
  - iv. Contractor shall strive to provide 100% of all deliverables on time.
  - v. The Contractor shall ensure that personnel assigned to the contract meet the requirements of the specific position descriptions.
  - vi. Contractor personnel shall conduct themselves with the level of professionalism expected in a Government office environment in accordance with applicable DOE and Federal regulations.
- d. The Contractor's performance will be measured for completeness, quality of work, timeliness and accuracy of data/information in reports and work products. It is expected that no repeated deliverable will be rejected for inaccurate data. Unacceptable work as identified by the Designated Contracting Officer must be corrected by the Contractor at



no additional cost to the DOE.

e. The Contractor's performance under each task order will, at a minimum, be evaluated annually and upon completion of the task order utilizing the Contractor Performance Assessment Reporting System (CPARS). The evaluation elements may include but are not limited to quality, cost control, timeliness of performance/schedule, business relations, management of key personnel, utilization of small businesses, and overall customer/DOE satisfaction. Performance ratings will be provided to the Contractor for comment.

The Contractor is expected to conduct all work in a manner that promotes and improves productivity and minimizes waste, while performing in compliance with safety and security standards. The contractor shall provide recommendations to continually improve the efficiency and cost effectiveness of operations.

#### **C.10 SECURITY CLEARANCE REQUIREMENTS**

Security clearance requirements, if any, will be determined for each individual task order issued under the contract. While at the WVDP or AOC, individuals working under this contract shall comply with ALL established security and emergency response requirements and actions. Additionally, Contractor shall comply with DOE Order 471.3, Identifying and Protecting Official Use Only Information and DOE Manual 471.3-1, Manual for Identifying and Protecting Official Use Only Information.

#### **C.11 INFORMATION ASSURANCE**

The Contractor shall submit its Corporate Cyber Security Plan for agency review and approval in accordance with Section J Attachment J-6, List of Deliverables.

(End of Section)

## **SECTION D - PACKAGING AND MARKING**

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

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which -
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.
- (d) In lieu of mailing or other delivery service, the Contractor may electronically submit reports via e-mail to the CO as identified in Section G and to the Contracting Officer's Representative (COR) as identified in Section G. Electronic data formats shall be as required in the PWS. If acceptable file formats are not listed in the PWS, submittals must be in Portable Document Format (PDF) or Microsoft Office 2007 (or newer) file formats. If it appears that another electronic data format is more appropriate for the type of document being submitted, the Contractor shall contact the DOE CO to determine whether the format is acceptable before submitting it.

### **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.

(End of Section)

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1. INSPECTION AND ACCEPTANCE**

- (a) Inspection of all work and effort under this contract shall be accomplished by the DOE Contracting Officer (CO), DOE Contracting Officer's Representative (COR) or his/her duly authorized Government representative.
- (b) Acceptance of all work and effort under this contract shall be accomplished by the DOE CO or his/her duly authorized representative.
- (c) Final inspection and acceptance of the work under this contract shall be accomplished by the DOE CO upon completion of all contract requirements.

### **E.2. FAR 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

- (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
- (2) Terminate the contract for default.

**E.3. FAR 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)**

(a) Definitions. As used in this clause— “Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other

time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
  - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor’s managerial personnel; or
- (2) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor’s obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to

Government property.

(End of Section)



## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)**

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

### **F.2 PERIOD OF PERFORMANCE**

(a) The contract period of performance (IDIQ ordering period) shall be Sixty (60) months from the date of award of this contract.

- (b) Each task order issued by the Contracting Officer will identify a specific period of performance. Issuance of task orders will not occur beyond the ordering period expiration date. The period of performance of all task orders issued before the ordering period expiration date shall not exceed 24 months beyond the ordering period expiration date.
- (c) The period of performance for any Time and Materials (T&M) task order shall not exceed 36 months.

### **F.3 DOE-F-1001 DELIVERY SCHEDULE**

The Government requires delivery to be made according to the following schedule:

- Deliverables and the delivery schedule shall be specified in individual task order.

### **F.4 PLACE OF PERFORMANCE**

The work associated with this effort may be performed at the contractor's facility.

Travel to the WVDP site may be requested and shall be in accordance with Federal travel regulations.

(End of Section)

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1. DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

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

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

### **G.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. CONTRACT ADMINISTRATION**

The DOE contracting officer is responsible for all contract administration functions under the contract and will communicate any and all contractual direction to the contractor. The DOE Contracting Officer will consult with NYSERDA on any and all proposed contractual direction to be provided to the contractor. The NYSERDA Contracting Officer will provide written concurrence to the DOE contracting officer on all contractual changes. If NYSERDA disagrees or has questions about any proposed contract action by the DOE Contracting Officer, it will notify the DOE Contracting Officer, in writing within 10 business days of receipt of the proposed contract action and indicate the scope of the questions or disagreement.

#### **G.4 CORRESPONDENCE PROCEDURES**

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

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR) with information copies sent to the NYSERDA COR as described in paragraph (d) of this section and an information copy of the correspondence to the DOE CO and the NYSERDA CO as described in paragraph (c) of this section.

(b) Other Correspondence

DOE Contracting Officer (CO)  
Jennifer K. M. Splitt  
550 Main Street, Suite 7-010  
Cincinnati, OH 45202  
Telephone number: 513-313-9756  
Email address: [jennifer.splitt@emcbc.doe.gov](mailto:jennifer.splitt@emcbc.doe.gov)

NYSERDA Contracting Officer (CO) Address:  
Greg Frank  
New York State Energy Research and Development Authority (NYSERDA)  
17 Columbia Circle  
Albany, New York 12203-6399  
Email address: [greg.frank@nyserda.ny.gov](mailto:greg.frank@nyserda.ny.gov)

DOE Contracting Officer's Representative (DOE COR)  
Bryan Bower  
U.S. Department of Energy – West Valley Demonstration Project (WVDP)  
10282 Rock Springs Road  
West Valley, New York 14171-9799  
Telephone number: (716) 912-7490  
Email address: [bryan.bower@emcbc.doe.gov](mailto:bryan.bower@emcbc.doe.gov)

NYSERDA Contracting Officer's Representative (NYSERDA COR)  
Lee Gordon  
9030-B Route 219  
West Valley, NY 14171  
Email address: [lee.gordon@nyserda.ny.gov](mailto:lee.gordon@nyserda.ny.gov)

(c) Subject Line(s). All correspondence shall contain a subject line commencing with

the contract number as illustrated below:

"SUBJECT: Contract No. Task Order No. [*Insert subject topic after contract number/task order number – (e.g. "Notification of Address Change")*].

(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 met through submission of 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.

## **G.5 BILLING INSTRUCTIONS**

- (a) The Contractor shall submit separate invoices using the Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal). Invoices shall be submitted electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:
  - (1) Reducing the cost of paper and postage
  - (2) Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
  - (3) Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time
  - (4) Decreasing potential errors caused by manual input
  - (5) Facilitating the prompt payment of invoices
- (b) To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically.

- (c) Fixed Price Task Orders: the Contractor shall submit invoices (Standard Form 1034) in accordance with FAR 52.232-1 “Payments” (APR 1984). Invoices shall reflect the fixed prices specified in Section B of each task order.
- (d) Time and Materials Task Orders: The Contractor may submit invoices not more than once every two weeks in accordance with FAR 52.232-7 “Payments under Time-and-Materials and Labor-Hour Contracts” (AUG 2012).
- (e) For T&M Task orders, each invoice shall also include a statement of cost and supporting documentation for services rendered.

(1) Statement of Cost.

The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

- i. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- ii. Statement of Cost shall include, as a minimum, a breakout by functional area of the PWS for all services actually provided by the Contractor and authorized for payment under the payment provisions of the contract for the current billing period. The Direct Productive Labor Hours (DPLHs) incurred during the current billing period shall be broken down into hours worked, labor categories, names of employees who incurred the cost, and specific tasks associated with the billing. A cumulative summary for DPLHs expended and the associated billing amounts charged shall also be provided. Any charges for Other Direct Costs (Materials, Travel, etc.) shall also be provided with a cumulative to-date summary.
- iii. Support documentation shall be submitted for Other Direct Costs claimed for reimbursement on the Statement of Cost. The level of detail provided must clearly indicate where the funds were expended. Supporting data for material costs shall include: the nature/description of the item, date purchased, relevant receipts, and a copy of the Contracting Officer's prior approval. 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.

All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

- iv. The statement of cost must include a certification statement signed by a responsible official of the Contractor.



- (f) The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor.

#### **G.6. INDIVIDUALS AUTHORIZED TO ISSUE ORDERS**

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

Any duly appointed EMCBC DOE Contracting Officer

#### **G.7. 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 INVOICES**

The name, title, 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:

Sean McCandless  
Neptune and Company, Inc.  
1435 Garrison St., Suite 201  
Lakewood, CO 80215  
Phone Number (801) 556-1994  
Email: smccandless@neptuneinc.org or contracts@neptuneinc.org

#### **G.10. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING**

- (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." Performance assessments are entered into CPARS by the Contracting Officer. Information in CPARS is 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) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5)

cost/price. CPARS 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. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

- (c) 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.

(End of Section)

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DOE-H-2011 SUSTAINABLE ACQUISITIONS UNDER CONTRACTS FOR ELECTRONIC PRODUCTS**

(a) Definition.

Electronic products, as used in this clause, means products that are dependent on electric currents or electromagnetic fields in order to work properly.

(b) The Contractor, when supplying electronic products in performance of, or delivery under the contract, shall ensure that the equipment is EPEAT-registered at the highest level (Bronze, Silver, or Gold) available on the marketplace, which meets technical specifications.

### **H.2 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.3 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 FAR 52.224-2, *Privacy Act*.

<b>DOE Privacy Act System Number</b>	<b>DOE Privacy Act System Description</b>
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-11	Emergency Operations Notification Call List
DOE-13	Payroll & Leave Records
DOE-14	Report of Compensation
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-34	Employee Assistance Program (EAP) Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-53	Access Authorization for ADP Equipment
DOE-55	FOIA/PA Requests for Records

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 DOE, NYSERDA, and the Contractor 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 revision 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 titled "Privacy Act." The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled "Privacy Act Notification," FAR 52.224-2 entitled "Privacy Act" and FAR 52.224-3 entitled "Privacy Training" are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contract. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contract must include the substance of this clause identifying system of record DOE-33, Personal 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.4. 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 as a minimum the applicable labor category qualifications, both education and experience, set forth in Section J-2, Minimum Experience and Qualifications, except as the Contracting Officer may otherwise authorize.

#### **H.5 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.6 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS**

In performing this Contract, it is possible a potential or actual organizational conflict of interest may occur. Consequently, in accordance with FAR 9.502, restrictions may be placed on future activities of the successful Offeror, its employees and its subcontractors' employees. The requirements at DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) apply to this Contract.

## **H.7 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

- (a) Performance of work under this contract may result in the Contractor having access to Controlled Unclassified Information (CUI) via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such Controlled Unclassified confidential information 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 sensitive 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, Controlled Unclassified 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 Controlled Unclassified Information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of Controlled Unclassified Information 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 Controlled Unclassified 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.8 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., 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 Office of Inspector General (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.9 DOE-H-2068 CONFERENCE MANAGEMENT (OCT 2014)**

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 contractor 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.10 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-4 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, or FAR 52.243-3, Changes – Time-and-Materials or Labor-Hours.

(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.11 INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) SCHEDULE OF RATES**

(a) The purpose of this clause is to set forth the Not-to-Exceed fully-burdened labor rates to be utilized when estimating and pricing all IDIQ task orders.

(b) The Contractor shall utilize the rates in Section J, Attachment J-1, Labor Categories and IDIQ Schedule of Fully-Burdened Labor Rates, in establishing the total amount

for each task order. The Contractor may propose rates less than, but not exceeding, the rates in Attachment J-1, unless otherwise approved by the Contracting Officer.

- (c) Labor categories may be added upon bilateral agreement provided the requirements warrant additions.

#### **H.12 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.13 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as

described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.14 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.15 TASK ORDERING PROCEDURE**

- (a) A task order may be issued as needed for any work covered by Section C, Performance Work Statement. Task orders may be issued as FFP or T&M.
- (b) Only a duly appointed EMCBC Contracting Officer (CO) may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the CO.
- (c) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order.
- (d) Prior to issuing a task order, the CO will provide the Contractor with a request for task order proposal including, at a minimum, the following data:
  - (1) A task order PWS providing the functional description/requirements of the work, deliverables, Government-furnished items (if any), and period of performance requirements, 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) Requirements for the Contractor's task order proposal (reference paragraph f, below, for details); and
  - (4) A response time for submitting the task order proposal.
- (e) The Contractor shall submit all task order proposals within 10 business days after receipt of a request from the CO, unless otherwise requested. In order to meet urgent requirements, the Contractor may be required to respond to a shorter time period identified by the CO. If the Contractor is unable to submit the task order proposal within the required 10 business days, or the CO requests a submission period of less than 10 business days, the Contractor shall contact the CO within 2 business days of

receipt of the task order request to reach an agreement on the due date for the task order proposal.

(f) The Contractor's task order proposal shall include, at a minimum, the following:

- (1) Discussion of the technical approach for performing the work;
- (2) A detailed schedule, including, but not limited to, key milestones identified in the Government PWS and/or the Contractor's technical approach;
- (3) Detailed cost/price information (reference paragraph g, below, for details);
- (4) Proposed deviations (if any) from the stated PWS requirements; and
- (5) Any other information required to determine the reasonableness of the Contractor's proposal.

(g) Procedure for establishing FFP or T&M ceiling value

- (1) The cost/price proposal from the Contractor shall include the applicable fully-burdened labor rates identified in Section J, Attachment J-1, Labor Categories and IDIQ Schedule of Fully-Burdened Labor Rates, unless otherwise approved by the CO. In addition, the Contractor shall provide labor hours, material, equipment and other direct costs, and/or any other appropriate information to determine the reasonableness of the Contractor's proposal.
- (2) The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on historical data, competition, another appropriate industry standard).
- (3) Direct Labor:
  - A. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work.
  - B. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate fully-burdened labor rate from Attachment J-1.
- (4) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel):
  - A. The Contractor shall include a detailed breakdown (e.g., size, quality, quantity, capacity, units, hours and rates, as applicable) of all Other Direct Costs (ODCs) required to perform the task order work.
  - B. The Contractor shall propose all travel in accordance with FAR 31.205-46 – Travel Costs, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.

(5) Subcontracts:



- A. The Contractor shall utilize competition to the maximum extent practical when utilizing subcontracting (reference FAR 52.244-5, Competition in Subcontracting).
- B. The Contractor's proposal shall include documentation supporting the fairness and reasonableness of all subcontracted efforts. The documentation shall include the proposals received, the successful awardee and the basis for award (e.g., low bidder or best value). If competitive proposals are not received, justification of price reasonableness shall be provided in addition to a justification for procuring from a single source, if applicable.

(6) For T&M Task Orders With Non-Labor Costs:

The Contractor is entitled to apply an indirect rate to all non-labor costs. The Contractor's actual rates, will be applied for each fiscal year. The Contractor's reimbursed indirect rate shall be supported by the Contractor's accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

- (h) The CO will either approve the Contractor's task order proposal or negotiate any areas of disagreement with the Contractor. The Contractor shall not perform any work on a task order until authorized by the CO. After review and any necessary discussions, the CO may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and task order number.
  - (3) PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized (FFP or T&M ceiling value).
  - (6) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) Accounting and appropriation data.
- (i) The Contractor shall provide acknowledgment of receipt to the CO within 2 business days after receipt of the task order.
- (j) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the CO may issue an undefinitized task order which includes a Not-To-Exceed ceiling cost/price for which all the terms and conditions will be subsequently negotiated and definitized at a later date.
- (k) The CO may modify task orders in the same manner in which they were issued.



- (l) In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.

(m) The Contractor shall deliver all task order specific deliverables as stated in task order.

## **H.16 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.

## **H.17 CONTRACTOR'S QUALITY ASSURANCE PROGRAM**

The Contractor shall submit to DOE a Quality Assurance Program consistent with DOE Order 414.1D, Quality Assurance, for providing objective, quantifiable means for gathering and assessing data regarding on-going performance within 90 days of issuance of Notice to Proceed (NTP) from the first task order. The Contractor shall regard its QAP as approved by

DOE 90 calendar days after receipt by DOE unless it is approved or rejected by DOE at an earlier date. The Contractor shall review its QAP annually and submit a summary of the review, including any changes, to DOE for approval.

## **H.18 WORK PLAN PROCEDURES**

- (a) Only the CO may issue work plans to the contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule.
- (b) Prior to issuing a work plan, the COR will issue a request for a work plan from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated work plan, including any specific work products.
- (c) Within 10 calendar days after receipt of the COR's request, the Contractor shall submit a work plan conforming to the request which includes the technical description of the work, proposed schedule, labor categories, Direct Productive Labor Hours (DPLH), and other direct costs (if applicable).
- (d) After review and any necessary discussions, the COR will forward the request to the CO for incorporation into the work plan.

(e) The Contractor shall submit monthly work plan progress reports. As a minimum, the reports shall contain the following information:

1. Work Plan number.
2. Total work plan prices.
3. Cost and hours incurred to date for each work plan.
4. Costs and hours estimated to complete each work plan.
5. Significant issues/problems associated with each work plan.
6. Status of the schedule for each work plan.
7. Cost summary of the status of all work plans issued under the contract.

Should any revision become necessary to the labor categories and hours in the contract, the Contractor shall promptly submit to the CO and COR a revised work plan with explanatory notes. Revised work plans submitted by the Contractor are subject to the review of the CO.

(End of Section)

## **PART II – CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

#### **CLAUSES INCORPORATED BY REFERENCE**

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.2	FAR 52.202-1	Definitions (JUN 2020)	None
I.3	FAR 52.203-3	Gratuities (APR 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (JUN 2020)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	None
I.9	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	None
I.10	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (NOV 2021)	None
I.11	FAR 52.203-14	Display of Hotline Poster(s) (NOV 2021)	(b)(3) DOE Office of Inspector General Hotline Poster

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.12	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (JUN 2020)	None
I.13	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	
I.14	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	None
I.15	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	None
I.16	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)	None
I.17	FAR 52.204-13	System for Award Management Maintenance (Oct 2018)	None
I.18	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)	None
I.19	FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)	None
I.20	FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)	None
I.21	FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)	Full text below
I.22	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)	None
I.23	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)	None
I.24	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUN 2020)	None
I.25	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)	None
I.26	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)	None
I.27	FAR 52.210-1	Market Research (NOV 2021)	None
I.28	FAR 52.215-2	Audit and Records – Negotiation (JUN 2020)	None

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.29	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.30	FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)	None
I.31	FAR 52.215-12	Subcontractor Certified Cost or Pricing Data (JUN 2020)	None
I.32	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	None
I.33	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.34	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.35	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
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)	(a) Encrypted Flash-Drive
I.37	FAR 52.215-23	Limitations on Pass-Through Charges (JUN 2020) (Applies to T&M Task Orders Only)	None
I.38	FAR 52.216-7	Allowable Cost and Payment (AUG 2018), as modified by DEAR 952.216-7 (Applicable only to the portion of T&M task orders that provide for reimbursement of materials at actual cost)	(a)(3) 30 <sup>th</sup>
I.39	FAR 52.216-18	Ordering (AUG 2020) (Full-text below)	(a) the date of award; the contract expiration date.
I.40	FAR 52.216-19	Order Limitations (OCT 1995) (Full-text below)	(a) \$1,000.00 (b)(1) the estimated maximum value in B.03(b) (b)(2) the estimated maximum value in B.03(b) (b)(3) 365 (d) five days
I.41	FAR 52.216-22	Indefinite Quantity (OCT 1995) (Full-text below)	(d) two years after the contract expiration date

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.42	FAR 52.217-8	Option to Extend Services (NOV 1999)	Any time prior to the expiration of the Task Order, as applicable.
I.43	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (Full-text below) (Applies to task order with an option(s) only)	(a) TBD on Task Order Level; (c) TBD on Task Order Level.
I.44	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2018)	None
I.45	FAR 52.219-11	Special 8(a) Contract Conditions (JAN 2017)	Full text below
I.46	FAR 52.219-12	Special 8(a) Subcontract Conditions (OCT 2019)	Full text below
I.47	FAR 52.219-14	Limitations on Subcontracting (SEP 2021)	None
I.48	FAR 52.219-28	Post-Award Small Business Program Rerepresentation (SEP 2021)	(h) Contractor fill-in after award, as applicable
I.49	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.50	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	None
I.51	FAR 52.222-26	Equal Opportunity (SEP 2016)	None
I.52	FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020)	Full text below
I.53	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020)	Full text below
I.54	FAR 52.222-37	Employment Reports on Veterans (JUN 2020)	None
I.55	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	None
I.56	FAR 52.222-50	Combating Trafficking in Persons (NOV 2021)	None
I.57	FAR 52.222-54	Employment Eligibility Verification (NOV 2021)	None
I.58	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (NOV 2020)	
I.59	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (JAN 2017)	
I.60	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)	None
I.61	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.62	FAR 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-designated Items (MAY 2008)	Full text below
I.63	FAR 52.223-13	Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)	None
I.64	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (MAY 2020)	None
I.65	FAR 52.223-16	Acquisition of EPEAT® -Registered Personal Computer Products (OCT 2015)	None
I.66	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (AUG 2018)	None
I.67	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)	None
I.68	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.69	FAR 52.224-2	Privacy Act (APR 1984)	None
I.70	FAR 52.224-3	Privacy Training (JAN 2017)	None
I.71	FAR 52.225-1	Buy American Act – Supplies (NOV 2021)	None
I.72	FAR 52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	None
I.73	FAR 52.227-1	Authorization and Consent (JUN 2020)	None
I.74	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	None
I.75	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.76	FAR 52.227-14	Rights in Data – General (MAY 2014)	None
I.77	FAR 52.229-4	Federal, State, and Local Taxes (State and Local Adjustments (FEB 2013) (Applies to FFP task orders only)	None
I.78	FAR 52.232-1	Payments (APR 1984) (Applies to FFP task orders only)	None
I.79	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012) (Applies to T&M task orders only)	(h)(2) 30th
I.80	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) (Applies to FFP task orders only)	None
I.81	FAR 52.232-11	Extras (APR 1984)	None
I.82	FAR 52.232-17	Interest (MAY 2014)	None
I.83	FAR 52.232-18	Availability of Funds (APR 1984)	None
I.84	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.85	FAR 52.232-23	Assignment of Claims (MAY 2014)	None



<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.86	FAR 52.232-25	Prompt Payment (JAN 2017) Alternate I (FEB 2002)	None
I.87	FAR 52.232-33	Payment by Electronic Funds Transfer – System for Award Management (OCT 2018)	None
I.88	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None
I.89	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractor (NOV 2021)	None
I.90	FAR 52.233-1	Disputes (May 2014) - Alternate 1 (Dec 1991)	None
I.91	FAR 52.233-3	Protest After Award (AUG 1996) - Alternate I (JUN 1985)	None
I.92	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.93	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.94	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	None
I.95	FAR 52.242-1	Notice of Intent of Disallow Costs (APR 1984) (Applies to T&M Task Orders)	None
I.96	FAR 52.242-3	Penalties for Unallowable Costs (SEP 2021)	None
I.97	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.98	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.99	FAR 52.243-1	Changes – Fixed Price (AUG 1987); Alternate I (APR 1984) (Applies to FFP task orders for services when no supplies are to be furnished)	None
I.100	FAR 52.243-1	Changes- Fixed Price (AUG 1987); Alternate II (APR 1984) (Applies to FFP task order for services when supplies are to be furnished).	None
I.101	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (SEP 2000) (Applies to T&M task orders only)	None
I.102	FAR 52.244-2	Subcontracts (JUN 2020)	(d) None (j) n/a
I.103	FAR 52.244-2	Subcontracts (JUN 2020); Alternate I (JUN 2020) (Applies to T&M task orders)	
I.104	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.105	FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2022)	None
I.106	FAR 52.245-9	Use and Charges (APR 2012)	None
I.107	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None

<b>Clause No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>	<b>Fill-In Information (see FAR 52.104(d))</b>
I.108	FAR 52.248-1	Value Engineering (JUN 2020)	(m) 89303322DEM000072
I.109	FAR 52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) (Applies to FFP task orders not expected to exceed the SAT).	None
I.110	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) (Applies to FFP task orders expected to exceed the SAT)	None
I.111	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)	None
I.112	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004); Alternate IV (SEP 1996) (Applies to T&M task orders only)	None
I.113	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applies to FFP task orders only)	None
I.114	FAR 52.249-14	Excusable Delays (APR 1984) (Applies to T&M task orders)	None
I.115	FAR 52.251-1	Government Supply Sources (APR 2012)	None
I.116	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.117	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.118	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.119	DEAR 952.208-70	Printing (APR 1984)	None
I.120	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009)	(b)(1)(i) three
I.121	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I.122	DEAR 952.242-70	Technical Direction (DEC 2000) (Full-text below)	None
I.123	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None

**I.126 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

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

- (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 the date of award through the contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered issued when-
  - a. If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits order in the mail;
  - b. If sent by fac, the Government transmits the order to the Contractor's fax number; or
  - c. 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's email address.
  - d. Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

**I.128 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 \$1,000.00, 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 the estimated maximum value in B.3(b);
  - (2) Any order for a combination of items in excess of the estimated maximum value in B.3(b); or
  - (3) A series of orders from the same ordering office within 365 calendar 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 five calendar 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.129 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after two years after the contract expiration date.

**I.130 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 5 years and 6 months (note that task order periods of performance will be determined on an individual task order basis; individual Time-and-Materials task orders shall not exceed 36 months including options).

**I.131 FAR 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (JAN 2017)**

The Small Business Administration (SBA) agrees to the following:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Except for novation agreements, delegates to the DOE the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; *provided, however*, that the DOE shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the DOE.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the *Disputes* clause of said subcontract
- (f) To notify the DOE Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

**I.132 FAR 52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (OCT 2019)**

- (a) The Small Business Administration (SBA) Has entered into Contract No. 89303322DEM000072 with the DOE to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) The TBD subcontractor, herein after referred to as subcontractor, agrees and acknowledges as follows:
  - (i) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract Number 89303322DEM000072 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.



- (ii) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the DOE with complete authority to take any action on behalf of the Government under conditions of this subcontract
- (iii) That it will notify the DOE Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the DOE.

**I.133 R 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 Federal Acquisition Regulation (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.

**I.134 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.135 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

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

*Postconsumer material* means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to *Contracting Officer*.

#### **I.136 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 CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR clauses: <https://www.acquisition.gov/far/index.html>

For DOE Acquisition Regulation (DEAR) clauses: <http://farsite.hill.af.mil/vfdoea.htm>

#### **I.137 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any FAR (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 DEAR (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

#### **I.138 DEAR 952.204-2, SECURITY (MAR 2011)**

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information—
- (1) relates primarily to the military utilization of atomic weapons; and
  - (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to

other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means—

- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or
- (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.*

- (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
- (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
  - (i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
  - (ii) Contractor reviews are not required for an applicant for DOE access

authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

- (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
- (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.
- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- (vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization—

A. The date(s) each Review was conducted;

- B. Each entity that provided information concerning the individual;
  - C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
  - D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
  - E. The results of the test for illegal drugs.
- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) *Foreign Ownership, Control, or Influence.*
- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
  - (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
  - (3) If the cognizant security office at any time determines that the Contractor



is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

- (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- (l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

**I.139 DEAR 952.204-70, DECLASSIFICATION/CLASSIFICATION (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall



comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
- (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract;  
or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following attachments constitute part of this contract:

<b>Attachment Number</b>	<b>Attachment Title</b>
J-1	Labor Categories and IDIQ Schedule of Fully-Burdened Labor Rates
J-2	Minimum Experience and Labor Qualifications
J-3	Notice of Non-Disclosure
J-4	Requirements Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
J-5	DEAR Provision 952.209-8 Organizational Conflicts of Interest Disclosure – Advisory and Assistance Services (JUN 1997)
J-6	List of Deliverables
J-7	Tripartite Agreement



## ATTACHMENT J-2: MINIMUM EXPERIENCE AND LABOR QUALIFICATIONS

Category	Qualifications	Description
Project Manager 2 (Senior)	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• Master's of Science degree with 25 years experience or Doctor of Philosophy (PhD) with 20 years experience</li> </ul> <p><b>PREFERRED:</b></p> <ul style="list-style-type: none"> <li>• Experience with diverse regulatory, operations and/or occupational safety management</li> <li>• Ability to manage and direct large and complex engineering, environmental, or consultation projects</li> <li>• Experience handling multiple projects concurrently.</li> <li>• Experience directing and controlling program activities and ensuring the delivery of quality products.</li> <li>• Experience in all aspects of project planning and scheduling, cost estimating and monitoring, and quality review.</li> <li>• Experience in using related knowledge and judgment to plan and accomplish programmatic goals and objectives.</li> <li>• Ability to direct and coordinate a variety of professional disciplines to achieve project goals.</li> <li>• Ability to obtain DOE L or Q clearance may be required.</li> </ul>	<ul style="list-style-type: none"> <li>• Interface with DOE Contracting Officers, Contracting Officer Representatives, and Senior Management.</li> <li>• Responsible for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review</li> <li>• Relies on extensive experience and judgment to plan and accomplish goals</li> <li>• Ability to direct and coordinate a variety of professional disciplines to achieve project goals</li> <li>• Assist in planning, implementing, and completing a project.</li> <li>• Assist in monitoring and maintaining performance of all contractual responsibilities.</li> </ul>
Project Manager (Principal)	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• Masters of Science degree with 35 years of experience or Doctor of Philosophy (PhD) degree with 25 years of experience in.</li> <li>• Demonstrated experience managing activities germane to long-term probabilistic PA's, sensitivity and uncertainty analyses, and applying statistical decision analysis methods to evaluate and enhance disposal, closure, and/or long-term monitoring and maintenance options</li> </ul> <p><b>PREFERRED:</b></p>	<ul style="list-style-type: none"> <li>• Interface with DOE Contracting Officers, Contracting Officer Representatives, and Senior Management.</li> <li>• Responsible for planning, implementing, and completing a project.</li> <li>• Responsible for monitoring and maintaining performance of all contractual responsibilities.</li> <li>• Develop and provide required status reports including consolidated monthly report on the cost and schedule performance of the projects.</li> <li>• Defines project objectives and technical</li> </ul>

Category	Qualifications	Description
	<ul style="list-style-type: none"> <li>• Doctor of Philosophy (PhD) in mathematics, statistics, engineering, or physical sciences</li> <li>• Experience handling multiple projects concurrently.</li> <li>• Experience directing and controlling program activities and ensuring the delivery of quality products.</li> <li>• Experience in all aspects of project planning and scheduling, cost estimating and monitoring, and quality review.</li> </ul>	<p>scope, schedule, and cost baselines.</p> <ul style="list-style-type: none"> <li>• Evaluates type, quantity and quality of resources required.</li> <li>• Evaluates and verifies reported progress.</li> <li>• Clarifies completion criteria for each deliverable and develops acceptance plan.</li> </ul>
Probabilistic Modeler (Principal)	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• Master of Science degree with 25 years of experience or Doctor of Philosophy (PhD) degree with 20 years of experience</li> <li>• Demonstrated experience developing or applying probabilistic models, performing long-term probabilistic PA's, and sensitivity and uncertainty analysis of probabilistic PA's to evaluate and enhance disposal, closure, and/or long-term monitoring and maintenance options at other DOE, NRC-licensed, and/or EPA regulated facilities</li> <li>• Demonstrated experience with probabilistic risk modeling</li> <li>• Demonstrated experience with statistics sampling and risk assessment</li> </ul> <p><b>PREFERRED:</b></p> <ul style="list-style-type: none"> <li>• Doctor of Philosophy (PhD) in mathematics, chemistry, engineering, or physical sciences</li> <li>• Demonstrated record of peer reviewed publications in professional journals describing the results of probabilistic PA's</li> </ul>	<ul style="list-style-type: none"> <li>• Develop the base probabilistic performance assessment (PPA) model for the West Valley site (WV).</li> <li>• Modify the base WV PPA model as necessary to evaluate potential Phase 2 decommissioning alternatives for the West Valley site including a Sitewide Removal, No Action, Close-in-Place, and three hybrid decommissioning alternatives to be determined by DOE/NYSERDA.</li> <li>• Incorporate process level models (groundwater, erosion, human health, etc.) developed by the contractor into the WV PPA models.</li> <li>• Interface with DOE technical staff during development of the base WV PPA model and modified PPA models to evaluate potential Phase 2 decommissioning alternatives for the WV site.</li> <li>• Perform sensitivity and uncertainty analyses of the WV PPA model</li> </ul>
Subject Matter Expert I	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• Recognized expert in his or her field</li> <li>• Doctor of Philosophy (PhD) and 30 or more years of relevant experience</li> </ul> <p><b>PREFERRED:</b></p>	<ul style="list-style-type: none"> <li>• Provide technical input into the development of the WV PPA Model or its supporting process level models including, but not limited to, groundwater, erosion, human health, and site radiological inventory modeling.</li> </ul>



Category	Qualifications	Description
	<ul style="list-style-type: none"> <li>• Experience working with and for government sites in scientific roles</li> <li>• Author or co-author of various publications in relevant scientific journals or related books</li> </ul>	<ul style="list-style-type: none"> <li>• Work collaboratively with probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope.</li> <li>• Perform technical reviews/evaluation of the WV PPA model or its supporting process level models.</li> </ul>
Subject Matter Expert II	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• Recognized expert in his or her field</li> <li>• Doctor of Philosophy (PhD) and 35 or more years of relevant experience</li> </ul> <p><b>PREFERRED:</b></p> <ul style="list-style-type: none"> <li>• Experience with Department of Energy (DOE) specific modeling and waste characterization issues</li> <li>• Author or co-author of various publications in relevant scientific journals or related books</li> <li>• Integrated Safety Analysis (ISA) experience</li> <li>• Human Health and Environmental Risk Assessment experience</li> <li>• Waste Characterization, classification, and processing experience</li> </ul>	<ul style="list-style-type: none"> <li>• Provide technical input into the development of the WV PPA Model or its supporting process level models including, but not limited to, groundwater, erosion, human health, and site radiological inventory modeling.</li> <li>• Work collaboratively with probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope.</li> <li>• Perform technical reviews/evaluation of the WV PPA model or its supporting process level models.</li> </ul>
Scientist I	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• At least one years' academic participation in a program toward a degree in mathematics, engineering or physical sciences</li> </ul>	<ul style="list-style-type: none"> <li>• Works under direct supervision as a technical contributor</li> <li>• Work collaboratively with subject matter experts, probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope</li> </ul>
Statistician I	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• At least one years' academic participation in a program toward a degree in mathematics, engineering or physical sciences</li> </ul>	<ul style="list-style-type: none"> <li>• Works under direct supervision as a technical contributor</li> <li>• Work collaboratively with subject matter experts, probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope</li> </ul>
Scientist II	<p><b>REQUIRED:</b></p> <ul style="list-style-type: none"> <li>• Associate's degree in mathematics, engineering, computer science, or physical sciences, plus 10 years experience; or</li> <li>• Bachelor's degree in mathematics, engineering, computer science, or physical sciences, plus 6 years experience; or</li> <li>• Master's degree in mathematics,</li> </ul>	<ul style="list-style-type: none"> <li>• Serve as a strong technical contributor and manage tasks; work requires some originality and ingenuity; and works independently</li> <li>• Work collaboratively with subject matter experts, probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope</li> </ul>

Category	Qualifications	Description
	engineering, computer science, or physical sciences, plus 4 years experience; or • PhD in mathematics, engineering, computer science, or physical sciences, plus 2 years experience.	
Statistician II	REQUIRED: • Associate's degree in mathematics, engineering, computer science, or physical sciences, plus 10 years experience; or • Bachelor's degree in mathematics, engineering, computer science, or physical sciences, plus 6 years experience; or • Master's degree in mathematics, engineering, computer science, or physical sciences, plus 4 years experience; or • PhD in mathematics, engineering, computer science, or physical sciences, plus 2 years experience.	• Serve as a strong technical contributor and manage tasks; work requires some originality and ingenuity; and works independently • Work collaboratively with subject matter experts, probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope
Scientist III	REQUIRED: • Bachelor's degree in mathematics, engineering, computer science, or physical sciences, plus 20 years experience; or • Master's degree in mathematics, engineering, computer science, or physical sciences, plus 12 years experience; or • PhD in mathematics, engineering, computer science, or physical sciences, plus 10 years experience.	• Serve as a key technical contributor and manages projects; directs their own work and may direct the work of others • Work collaboratively with subject matter experts, probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope
Statistician III	REQUIRED: • Bachelor's degree in mathematics, engineering, computer science, or physical sciences, plus 20 years experience; or • Master's degree in mathematics, engineering, computer science, or physical sciences, plus 12 years experience; or • PhD in mathematics, engineering, computer science, or physical sciences, plus 10 years experience.	• Serve as a key technical contributor and manages projects; directs their own work and may direct the work of others • Work collaboratively with subject matter experts, probabilistic modelers, technical specialists, project scientists, and all levels of management to implement technical work scope

Category	Qualifications	Description
Scientist IV	<p>REQUIRED:</p> <ul style="list-style-type: none"> <li>• Bachelor's degree in mathematics, engineering, computer science, or physical sciences, plus 30 years experience; or</li> <li>• Master's degree in mathematics, engineering, computer science, or physical sciences, plus 25 years experience; or</li> <li>• PhD in mathematics, engineering, computer science, or physical sciences, plus 20 years experience; and</li> </ul> <ul style="list-style-type: none"> <li>• Demonstrated ability to provide senior leadership for major projects with and the ability to originate and apply new and unique methods and procedures.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide senior leadership to project design and implementation</li> <li>• Plan, conduct and supervise projects of major significance, requiring advanced knowledge and the ability to originate and apply new and unique methods and procedures.</li> </ul>
Statistician IV	<p>REQUIRED:</p> <ul style="list-style-type: none"> <li>• Bachelor's degree in mathematics, engineering, computer science, or physical sciences, plus 30 years experience; or</li> <li>• Master's degree in mathematics, engineering, computer science, or physical sciences, plus 25 years experience; or</li> <li>• PhD in mathematics, engineering, computer science, or physical sciences, plus 20 years experience; and</li> </ul> <ul style="list-style-type: none"> <li>• Demonstrated ability to provide senior leadership for major projects with and the ability to originate and apply new and unique methods and procedures.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide senior leadership to project design and implementation</li> <li>• Plan, conduct and supervise projects of major significance, requiring advanced knowledge and the ability to originate and apply new and unique methods and procedures.</li> </ul>
Technical Writer II	<p>REQUIRED:</p> <ul style="list-style-type: none"> <li>• Master's degree in related field</li> <li>• 10 or more years of relevant experience in technical writing</li> </ul> <p>PREFERRED:</p> <ul style="list-style-type: none"> <li>• Demonstrated writing and editing skills.</li> <li>• Experience writing and editing technical documents.</li> </ul>	<ul style="list-style-type: none"> <li>• Prepares and edits complex technical documents, reports, studies, etc., in accordance with applicable style manuals, procedures, orders, directives, and regulations.</li> <li>• Independently resolves issues of format and style.</li> <li>• Brings issues regarding content to the attention of the document owner for consideration.</li> <li>• Coordinates and tracks the review process.</li> </ul>

Category	Qualifications	Description
	<ul style="list-style-type: none"> <li>• Experience preparing technical documents, journal articles, and other supporting documents to communicate complex and technical information</li> <li>• Ability to demonstrate understanding and ideas in writing and graphically.</li> <li>• Ability to interact with subject matter experts.</li> </ul>	<ul style="list-style-type: none"> <li>• Incorporates review comments into documents.</li> <li>• Prepares final documents for approval and release.</li> </ul>
Records/Document Control Specialist	REQUIRED: <ul style="list-style-type: none"> <li>• Organized and capable of implementing Records Management Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for implementation and management of Records Management Plan, particularly with compilation of the Administrative Record and file inventories</li> </ul>
Quality Assurance Manager	REQUIRED: <ul style="list-style-type: none"> <li>• Master's Degree in related field or Bachelor's Degree with 3 years experience</li> </ul> PREFERRED: <ul style="list-style-type: none"> <li>• Experience with decision modeling for radiological waste sites or quality assurance experience for radiological waste sites</li> <li>• Demonstrated research ability and experience</li> </ul>	<ul style="list-style-type: none"> <li>• Develops, implements, and manages the quality assurance program applied to PPA development, testing, evaluation, and documentation</li> <li>• Monitors all tasks for compliance with model development and quality assurance/quality control procedures</li> <li>• Establishes necessary corrective actions</li> <li>• Ensures quality deliverables</li> </ul>

(End of Section)

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**Section J-3 - Notice of Nondisclosure**

I, \_\_\_\_\_, am working on Task Order No. TBD for the US Department of Energy.

In performance on or in support of Task Order TBD, 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. § 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. § 423 (2002), or other applicable laws and regulations. Furthermore, I will report any attempt to obtain such information concerning Task Order TBD 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. § 423.

NAME	_____ / _____
	Print Signature
DATE	_____ ORGANIZATION _____

**Attachment J-4 –**

**Requirements Sources and Implementing Documents (List A)**

The Contractor shall comply with the requirements of the laws and regulations identified in List A below. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation.

**Requirements Sources and Implementing Documents (List A)**

<b><u>Directive (or latest rev)</u></b>	<b><u>Title/Comment</u></b>
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 712	Human Reliability Program
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
36 CFR Chapter 12	Records Management
48 CFR Part 970.5223-1	Integration of Environmental, Safety and Health into the Work Planning and Execution
EMCBC Information Resource Management System Description	Subject Area Description: Applications and Software Development

The Contractor shall comply with the requirements of DOE Directives identified under List B. DOE directives may be found at <http://www.directives.doe.gov/>.

**List of Applicable DOE Directives (List B)**

<b>DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)</b>	<b>Title</b>
DOE O 151.1D, Chg 1	Comprehensive Emergency Management System
DOE O 200.1A, Chg 1	Information Technology Management
DOE O 205.1C	Department of Energy Cyber Security Program
DOE M 205.1-3, Admin Chg 1	Telecommunications Security Manual
DOE O 206.1, Chg 1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)



DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Title
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1A, Chg 1	Independent Oversight Program
DOEO 231.1B, Admin Chg 1	Environment, Safety, and Health Reporting
DOE O 231.2A, Chg 1	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B, Chg 1	Scientific and Technical Information Management
DOE O 243.1B, Chg 1	Records Management Program
DOE O 252.1A, Admin Chg 1	Technical Standards Program
DOE O 311.1B	Equal Employment Opportunity and Diversity Program,
DOE O 350.1, Chg 7	Contractor Human Resource Management Programs (Chapters 1, 2, 8 & 9)
DOE O 412.1A, Chg 1	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 414.1D, Chg 2	Quality Assurance
DOE O 436.1	Departmental Sustainability
DOE O 440.1B, Chg 3	Worker Protection Program for DOE Federal Employees
DOE P 470.1B	Safeguards and Security Program
DOE O 470.4B, Chg 2	Safeguards and Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear information
DOE O 471.3, Chg 1	Identifying and Protecting Official Use Only Information
DOE M 471-3, Chg 1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6, Chg 3	Information Security
DOE O 472.2, Chg 2	Personnel Security
DOE O 473.3A, Chg 1	Protection Program Operations
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 534.1B	Accounting
DOE O 550.1, Chg 1	Official Travel

The Contractor must be aware of changes in the Code of Federal Regulations(CFR), Federal Acquisition Regulation (FAR), the United States Code (USC), Public Laws (PLs) or other regulatory entities that have applicability to DOE and that impact the scope of work. The Contractor will notify DOE of any changes, and DOE will make a determination regarding modification to the master contract.



(End of Section)

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**Attachment J-5**  
**DEAR Provision 952.209-8**

**952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE-ADVISORY AND ASSISTANCE SERVICES (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**Attachment J-6 – List of Deliverables**

## ATTACHMENT J-6 – LIST OF DELIVERABLES

DLVR #	Report	Description	Frequency/Due Date	DOE contact	Approval Required
1	West Valley Probabilistic Performance Assessment Schedule	A detailed near- and long-term project schedule that integrates the completion of all work scope activities identified in this performance work statement out to the planned completion date for the Supplemental Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center (SEIS).	Within 90 days of issuance of NTP	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
2	Monthly Invoice Package	Shall be submitted monthly for approval and shall contain the hours and labor categories billed for each separate work scope identified in the PWS, as well as provide the prior month's performance for each work scope and an update of the performance to date. The report shall include a narrative description of scope accomplished, progress on corporate and specific performance metrics, and deliverables, as well as an update of the project schedule.	Monthly, by the 10th	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
3	Quarterly Progress Reports	Routine, detailed technical reports to the agencies on a quarterly (3 month) basis. These reports should detail work progress at a technical level. These reports will be submitted in draft form for agency technical review and shall include: <ul style="list-style-type: none"> <li>• Current project brief</li> <li>• List of issues being worked</li> <li>• PPA Contract Modeling Progress – will report progress of probabilistic model development (including supporting component models), sensitivity analysis, , white paper development, , and identification of potential issues requiring further evaluation.</li> <li>• PPA Contract Project Schedule Status – reporting budget and progress on milestones, and schedules.</li> </ul>	Quarterly, by the 15 <sup>th</sup> of the month after the quarter ends	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
4	Corporate Cyber Security Plan	A plan describing controls used for Cyber Security at the Contractors Facility	Within 30 days of issuance of NTP	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
5	Quality Assurance Program	The Contractor shall submit to DOE a Quality Assurance Program consistent with DOE Order 414.1D, Quality Assurance, for providing objective, quantifiable means for gathering and assessing data regarding on-going performance within 90 days of issuance of Notice to Proceed.	Within 90 days of issuance of NTP  Annual review, submit summary of review/changes to DOE	DOE-WVDP Safety and Site Programs Team Leader	Director Approval
6	Records Management Plan	The Contractor shall develop a Records Management Plan to fulfill the Records Management Program requirements described in Section C.03.3 of this contract.	Shall be submitted for approval within 60 days of the NTP	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	DOE-EMCBC RMFO Review; CO Approval

## ATTACHMENT J-6 – LIST OF DELIVERABLES

DLVR #	Report	Description	Frequency/Due Date	DOE contact	Approval Required
7	Development of Decommissioning Alternatives for the West Valley Site	Neptune shall assist the DOE and NYSERDA in developing up to three (3) new decommissioning alternatives for the West Valley Site for evaluation in the SEIS. These new decommissioning alternatives will supplement the three alternatives (Sitewide Removal, Close-in-Place, and No Action) previously developed for evaluation in the SEIS.	TBD	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
8	Supplemental Environmental Impact Statement Chapters and Appendices	Neptune shall prepare chapters and appendices for inclusion in both the draft and final SEIS that describe the methodology, component models, input distribution development, and results of the long-term PPA developed to support the preparation of the SEIS. These chapters and appendices will describe the GoldSim West Valley PPA model and all process level modeling performed to support the development of the PPA model including, but not limited to, groundwater, surface water, sediment transport, infiltration, human dose/risk, biotic transport, and erosion modeling.	TBD	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
9	Decommissioning Plan Support	<p>Neptune shall support the development of the DOE and NYSERDA Decommissioning Plans by preparing chapters and appendices describing the West Valley PPA model, its component process-level models, and input parameter distribution development. Neptune shall also participate in NRC public meetings during the development of these plans. The Decommissioning Plans will be submitted to the NRC at the start of the public comment period of the SEIS. NYSERDA's Decommissioning Plan will be a "proposed Plan" to allow a comprehensive view of dose contributions from all facilities at the West Valley Site and will be submitted to NRC as a "proposed Plan" for their information, but not officially docketed with the NRC. Only after completion of WVDP decommissioning per the WVDP Act would NYSERDA seek to terminate the Part 50 License.</p> <p>Following the NRC's technical review of the Decommissioning Plan(s), Neptune shall develop responses to NRC Requests for Additional Information (RAI) concerning the PPA and process level modeling, potentially performing additional dose modeling in response to RAI, and participating in NRC public meetings during the response development to the RAI's. As required, Neptune shall revise its sections of the Decommissioning Plan based on its responses to the NRC RAI. Neptune shall complete this work scope with the SEIS contractor during the preparation of the SEIS and Decommissioning Plans.</p>	TBD	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO



### ATTACHMENT J-6 – LIST OF DELIVERABLES

DLVR #	Report	Description	Frequency/Due Date	DOE contact	Approval Required
10	Development and Maintenance of the West Valley Probabilistic Performance Assessment Website	A public facing website on a Neptune server that is designed to be a portal for stakeholders to learn about the West Valley PPA model, supporting process models, data, documents, and analyses that supported the preparation of the SEIS. The West Valley PPA model website shall be made available for public access at the start of the public comment period for the draft SEIS	TBD.  No later than 30 days before the start of the public comment period of the draft SEIS	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
11	Final Model Design Documents (White Papers)	<p>Documents describing the technical details of the individual components of the PPA Model for the West Valley Site, including but not limited to its component process level models and the development of input parameter distributions used in the PPA model. The final model design documents shall be made available for public access at the start of the public comment period for the draft SEIS</p> <p>The following draft White Papers were submitted to DOE and NYSDERDA as of 12/1/2021 and are to be included as part of this deliverable. Additional white papers will be added to this list documenting the completion of work scopes in this PWS as determined by the agencies and Neptune.</p> <ul style="list-style-type: none"> <li>• Air Transport Modeling for the West Valley Site</li> <li>• Biotic Induced Contaminant Transport Modeling for the West Valley Site</li> <li>• Impacts of Climate Change at West Valley, NY</li> <li>• Conceptual Site Model for the West Valley Site</li> <li>• Decision Analysis for the West Valley Site</li> <li>• Diffusion Modeling for the West Valley Site</li> <li>• Ecological Risk Modeling for the West Valley Site</li> <li>• Engineering for the West Valley Site</li> <li>• Erosion Modeling for the West Valley Site</li> <li>• FEPS Analysis for the West Valley Site</li> <li>• Geochemical Modeling for the West Valley Site</li> <li>• Geological Framework Model for the West Valley Site</li> <li>• FEHM Model for the West Valley Site</li> <li>• Human Dose and Risk Modeling for the West Valley Site</li> <li>• Infiltration Modeling for the West Valley Site</li> <li>• Institutional Control Period for the West Valley Site</li> <li>• Inventory Development for the West Valley PPA Model – Main Report</li> <li>• Inventory Development for the West Valley PPA Model - Appendix A - State-licensed Disposal Area</li> <li>• Inventory Development for the West Valley PPA Model - Appendix B - NRC-licensed Disposal Area</li> </ul>	TBD.  No later than 30 days before the start of the public comment period of the draft SEIS	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO

## ATTACHMENT J-6 – LIST OF DELIVERABLES

DLVR #	Report	Description	Frequency/Due Date	DOE contact	Approval Required
		<ul style="list-style-type: none"> <li>Inventory Development for the West Valley PPA Model - Appendix C – Waste Tank Farm Inventory</li> <li>Inventory Development for the West Valley PPA Model - Appendix D - Residual Inventory</li> <li>Inventory Development for the West Valley PPA Model - Appendix E Screening Non-Radioactive Chemical Inventory Data at the West Valley Site</li> <li>Inventory Development for the West Valley PPA Model - Appendix F – Development of a Background Dataset</li> <li>Material Properties for the West Valley Site</li> <li>Plant and Animal Uptake Factors for the West Valley PPA Model</li> <li>Sensitivity Analysis for the West Valley Site</li> <li>Surface Water and Sediment Flux Modeling for the West Valley Site</li> <li>West Valley PPA Website Design Document</li> </ul>			
12	Supplemental Environmental Impact Statement Comment Responses	Neptune shall prepare responses to comments received during the public comment period of the draft SEIS concerning the West Valley PPA model, including but not limited to its results, its supporting process level models, and the development of input parameter distributions used in its modeling efforts. If directed by the agencies, Neptune shall revise its sections of the SEIS based on its responses to the comments submitted during the SEIS public comment period. Neptune shall complete this work scope with the SEIS contractor during the preparation of the Final SEIS.	TBD	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO
13	Final Report	Neptune shall prepare draft and final reports describing the development of the GoldSim PPA Model for the West Valley Site. These reports shall include a description of the conceptual site model of the site and a description of the GoldSim PPA model structure including materials, processes, inventory, contaminant transport, health effects, and results. The reports shall include the results of the PPA performed for each of the alternatives evaluated in the SEIS, PPA model sensitivity analysis (SA) and uncertainty analysis (UA), and a discussion of resulting human receptor doses in context with the NRC License Termination Rule (10 CFR 20, Subpart E) criteria as prescribed in the NRC's West Valley Policy Statement (67 FR 5003) and the SDA decommissioning performance criteria as prescribed in letter transmittal from the New York State Department of Environmental Conservation on February 3, 2020. The reports shall include all quality assurance (QA) documentation.	TBD	DOE-WVDP Regulatory Strategy and Environmental Compliance Team Leader	COR/CO



### ATTACHMENT J-6 – LIST OF DELIVERABLES

DLVR #	Report	Description	Frequency/Due Date	DOE contact	Approval Required
		<p>Submission of the final report shall include the final modeling code for the GoldSim PPA Model for the West Valley Site and associated final modeling codes for all of the process-level models that provided input into the GoldSim West Valley PPA model for each of the alternatives evaluated in the SEIS, including but not limited to:</p> <ul style="list-style-type: none"> <li>• FEHM groundwater model for the West Valley Site</li> <li>• SWAT surface and sediment transport model for the West Valley Site</li> <li>• HELP infiltration model for the West Valley Site</li> <li>• Erosion model for the West Valley Site</li> </ul> <p>The submission of the final report and modeling codes will support the development of the National Environmental Policy Act Administrative Record for the SEIS for the West Valley Site.</p>			

**Attachment J-7 – Tripartite Agreement**

Tripartite Agreement Signature Page

This tripartite contract is between the U.S. Department of Energy (DOE), New York State Energy Research and Development Authority (NYSERDA) and Neptune and Company, Inc. The signees are authorized representatives for their respective parties and agree terms and conditions set forth in contract 89303322DEM0.00072. This tripartite contract is funded equally by the DOE and NYSERDA, therefore Neptune and Company, Inc. is expected to report and respond equally to DOE and NYSERDA.

Concurrence:

