AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE	PAGE OF PAGES
	1 687

2 AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (If applicable)
0187	03/29/2016		

6 ISSUED BY CODE 03002

EMCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

7 ADMINISTERED BY (If other than Item 6) CODE 03002

EMCBC - Portsmouth-Paducah
U.S. Department of Energy
Portsmouth-Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington KY 40513

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

FLUOR-BWXT PORTSMOUTH LLC
Attn: MARIA GAUTHIER-LOVE
P.O. BOX 548
PIKETON OH 45661

CODE 832639970 FACILITY CODE

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO
DE-AC30-10CC40017

10B DATED (SEE ITEM 13)
08/16/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.243-2, Changes - Cost Reimbursement (AUG 1987)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Payment:

OR for EMCBC
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5777
Oak Ridge TN 37831

FOB: Destination

Period of Performance: 08/16/2010 to 03/28/2021

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Dennis J. Carr Site Proj. Dir.	Robert J. Bell
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 3/28/16
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 3/28/16

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

GCM 3/28/16

REVIEWED LEGAL 3/28/16

Pursuant to FAR 52.243-2, *Changes – Cost Reimbursement (Aug 1987)*, the purpose of this modification is to revise the option terms of the contract based on the negotiated agreement between DOE and FBP described herein. DOE considered FBP's proposal (FBP-16-0133, Dated January 29, 2016) in response to DOE's request for proposal dated August 28, 2015, and DOE's Amendment 1 (PPPO-03-3100196-15) dated November 25, 2015, and Amendment 2 (PPPO-03-3332440-16) dated January 29, 2016, for D&D and Site Operations for the contract total option period of March 29, 2016 through March 28, 2021.

1. As a result of the negotiated agreement the following changes are hereby incorporated into the contract:

   a) Section B, *Supplies or Services and Prices/Costs*, is being deleted in its entirety and replaced with a new Section B provided in Attachment 1.

   b) Section C, *Performance Work Statement*, is being revised. The revisions to the current contract are provided in Attachment 2.

   c) Section E, *Inspection and Acceptance*, is being revised. The revisions to the current contract are provided in Attachment 3.

   d) Section F, *Deliveries or Performance*, is being deleted in its entirety and replaced with a new Section F provided in Attachment 4.

   e) Section G, *Contract Administration Data*, is being revised. The revisions to the current contract are provided in Attachment 5.

   f) Section H, *Special Contract Requirements*, is being revised. The revisions to the current contract are provided in Attachment 6.

   g) Section I, *Contract Clauses*, is being deleted in its entirety and replaced with a new Section I provided in Attachment 7.

   h) Section J, *List of Attachments*, is being revised. The revisions to the current contract are provided in Attachment 8.

   i) Section J, Attachment 2, *Lists A and B*, is being revised. The revisions to the current contract are provided in Attachment 9.

   j) Section J, Attachment 6, *Performance Based Incentives for D&D*, is being deleted.

   k) Section J, Attachment 7, Site Interface and Requirements Matrix, is being revised. The revisions to the current contract are provided in Attachment 11.

l) Section J, Attachment 8, *Davis Bacon Wage Determination*, is deleted in its entirety and replaced with a new Section J, Attachment 8 provided in Attachment 12.

m) Section J, Attachment 10, *Small Business Subcontracting Plan*, is being deleted in its entirety and replaced with a new Section J, Attachment 10 provided in Attachment 13.

n) Section J, Attachment 12, *GFS&I*, is being revised. The revisions to the current contract are provided in Attachment 14.

o) Section J, Attachment 14, *CSCS*, is being deleted in its entirety and replaced with a new Section J, Attachment 14 provided in Attachment 15.

p) Section J, Attachment 17, *Uranium Inventory*, is being deleted in its entirety and replaced with a new Section J Attachment 17 provided in Attachment 16.

q) Section J, Attachment 19, *Barter,* is being deleted.

r) Section J, Attachment 20, *Integrated Work Control*, is being added. The new Section is provided in Attachment 18.

s) Section J, Attachment 21, *Performance Evaluation and Measurement Plan*, is being added. The new Section is provided in Attachment 19.

t) Section J, Attachment 22, *Task Orders*, is being added. The new Section is provided in Attachment 20.

u) Section J, Attachment 23, *Performance Based Incentives,* is being added. The new Section is provided in Attachment 21.

v) Section J, Attachment 24, *Performance Schedule*, is being added. The new Section is provided in Attachment 22.

2. The Risk Management Plan submitted by FBP as part of its proposal is not approved. FBP shall revise the Plan to align with the life cycle baseline.

3. On April 25, 2016, the Portsmouth Facilities Support Services (FSS) contractor is changing from Wastren EnergX Mission Support (WEMS) to the Infrastructure Support Services (ISS) contractor Portsmouth Mission Alliance (PMA). References in the contract to FSS (or WEMS) shall be administratively revised to ISS (PMA) after April 25, 2016.

4. Deliverable 256 is added to the contract. The Deliverable Reference is C.2.9.31; Deliverable Title is *Final Characterization and Criticality Incredible Project Plan for*

X-326, X-232C2, and X-232C4; DOE Action is ACOR Approve; Deliverable Due Date is 2/28/2017.

5. Performance Work Statements (PWS) sections C.2.9.XX and C.2.10.XX are being incorporated into the existing PWS to define required scope for the initial 30 month option period and the follow-up 30 month option period, respectively. Future administrative changes may be required in various contract sections to align references of the existing PWS paragraphs to the new PWS paragraphs; however, the requirements of the PWS sections, including but not limited to the list of deliverables, remains the same.

6. Consent to subcontract is approved for work scope and dollar thresholds for the following three subcontractors: Innovative Solutions Unlimited ($16.5M) – Non-Destructive Assay Support Services; Wastren Advantage Inc. ($15M) – Environmental, Safety, Health, and Quality Support Services; and Professional Project Services ($38M) – Integrated Site Operations, Utility, Power Support Services.

7. Pursuant to Section J, Attachment 20, *Integrated Work Control*, DOE requires FBP to provide the full Contract Performance Baseline (CPB) (detailed Work Packages not Planning Packages) within 90 days of contract award for the 30 month period of performance ending September 30, 2018. Modification 187 serves as the interim CPB until the contractor submits the BCP aligning the 30 month period of performance work scope, cost, and schedule into the full CPB.

8. This Contract Modification shall be effective March 29, 2016.

9. In consideration for Modification 187, based upon the Contractor's proposal and other provided data, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances known by FBP as of the date of agreement on March 28, 2016 and as certified on March 28, 2016.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

ATTACHMENT 1

Section B, *Supplies or Services and Prices/Costs*

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is a hybrid contract containing performance-based cost-plus-award-fee (CPAF), cost plus fixed fee (CPFF), and indefinite delivery/indefinite quantity (ID/IQ) CLINs for additional in-scope task orders (CPAF, CPFF, CPIF, or FFP) for the completion of the work scope identified herein for the Portsmouth Decontamination and Decommissioning (D&D) Project at the Portsmouth Gaseous Diffusion Plant near Piketon, Ohio.

The Option Period, is divided into two parts identified in B.3 and B.4 below and may be exercised independently or not at all. Exercise of the first 30 months of the option does not obligate the Government to exercise the second 30 months.

The contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This contract applies performance-based contracting approaches and requires the contractor to implement techniques that emphasize safe, efficient, and measurable results.

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incidental to performance of all requirements of this contract.

General and Administrative (G&A) is limited to no more than 0.4%.

This contract consists of the following separately priced contract line item numbers (CLINs):

CLIN	CLIN Title	CLIN Type	PWS Section
0001	Base Period Contract Transition	Cost	C.2.1
0002	Base Period D&D Project	CPAF and base fee	C.2.2 – C.2.7, excluding C.2.1, C.2.5.4.2, C.2.5.4.3, C.2.6.1, and C.2.6.2
0003	30-Month Option Period D&D Project	CPAF and base fee	C.2.9 ,and Section J, Attachment 24, *Performance Schedule*
0004	Base Period OSWDF	CPAF	C.2.5.4.2 and C.2.5.4.3
0005	Base Period ARRA	CPAF	C.2.6.1 and C.2.6.2
0006	Base Period Non-D&D	CPAF and base fee	C.3
0007	30-Month Option Period Non-D&D	CPFF	C.3
0008	30-Month Option Period OSWDF Capital Line Item	CPAF and base fee	C.2.10; and Section J, Attachment 24, *Performance Schedule*

0009	30-Month Option Period Additional In-Scope ID/IQ Task Orders	CPAF, CPIF, CPFF, FFP	C.2.9.173; and Section J, Attachment 24, *Performance Schedule*
0010	30-Month Option Period D&D Project	CPAF and base fee	TBD; and Section J, Attachment 24, *Performance Schedule*
0011	30-Month Option Period Non-D&D	CPFF	C.3
0012	30-Month Option Period OSWDF Capital Line Item	CPAF and base fee	TBD; and Section J, Attachment 24, *Performance Schedule*
0013	30-Month Option Period Additional In-Scope ID/IQ Task Orders	CPAF, CPFF, CPIF, FFP	C.2.10.173; and Section J, Attachment 24, *Performance Schedule*

B.2 ESTIMATED COST, BASE FEE, AND AWARD FEE – TRANSITION AND BASE PERIOD

CLIN 0001 – Contract Transition Period – See Section C, Performance Work Statement (PWS) C.2.1. The contract transition period is from September 14, 2010 through March 28, 2011.

Estimated Cost	$ 18,336,000

No fee is payable for the contract transition period.

CLIN 0002 – Base Period - See Section C, Performance Work Statement (except for PWS C.2.1, C.2.5.4.2, and C.2.5.4.3). The base period is the five (5) year performance period.

Estimated Cost	$ 1,471,971,997
Base Fee (Max. 4%)	$ 6,689,135
Total Available Award Fee	$ 87,084,475
Total Price	$ 1,565,745,607

The cumulative maximum fee (base and award) shall not exceed 10% of the estimated cost. CLIN 0005 – Base Period – See Section C.2.6 ARRA scope is included in the five (5) year performance period. Additional estimated cost in the amount of $315,977 and Total Available Award Fee in the amount of $779,081 are included in the respective values in CLIN 0002 and will be funded with non-ARRA funds.

Estimated Cost	$ 8,000,000

CLIN 0006 – Base Period Non D&D Work – See Section C.3, *Government Furnished Services and Items* of the Performance Work Statement. The base period is the five (5) year performance period. This CLIN is provided to collect the cost associated with providing services on a full cost recovery (including appropriate project support costs) basis to non-D&D site entities.

Estimated Cost	$ 43,899,002
Base Fee	$ 306,755
Award Fee	$ 2,568,802
Total Price	$ 46,774,559

B.3 CLIN STRUCTURE – 30 MONTH PERFORMANCE PERIOD (MARCH 29, 2016 – SEPTEMBER 30, 2018)

The cumulative sums for the 30-Month Option Period CLINs (0003, 0007, 0008, and 0009) are provided below:

	CLIN				
	0003	0007	0008	0009	Total
Estimated Cost:	$526,993,647	$22,628,372	$145,649,946	$112,000,000	$807,271,965
Total Available Award Fee Pool (TAAFP) (Max. 7%):	$36,889,664	N/A	$10,195,526	TBD	$47,085,190
Award Fee Period 1	$22,133,798	N/A	$6,117,316	TBD	$28,251,114
Award Fee Period 2	$14,755,866	N/A	$4,078,210	TBD	$18,834,076
Total Base (Max. 2%):	$10,539,970	N/A	$2,913,026	TBD	$13,452,996
Fixed Fee (Max. 2%):	N/A	$452,572	N/A	N/A	$452,572
Total Price:	$574,423,281	$23,080,944	$158,758,498	$112,000,000	$868,262,723

Award Fee Period	Date	Number of Months	Available Award Fee Pool for Period	Total Award Fee Earned for Period	Total Award Fee Unearned
1	3/29/16 to 9/30/17	18	$28,251,114		
2	10/1/17 to 9/30/18	12	$18,834,076		

(a) ESTIMATED COST, BASE FEE, AND AWARD FEE CLIN 0003 – 30 MONTH OPTION PERIOD D&D PROJECT

CLIN 0003 – *PORTS D&D Project including D&D, Remediation, Waste Management, OSWDF Operations* (CPAF) - See Section B.1, *Type of Contract and*

Services Being Acquired, for applicable PWS paragraph numbers.

Estimated Cost:	$526,993,647
Total Available Award Fee Pool (Max. 7%):	$36,889,664
Total Base Fee (Max. 2%):	$10,539,970
Total Price:	$574,423,281

CLIN 0003 AWARD FEE: The following tables identify the award fee available for evaluation of the 30-Month Period in accordance with Section B.5, *Aligning Contract Incentives*, and Section J, Attachment 21, *Performance Evaluation and Measurement Plan*. The earned/unearned fee will be incorporated into the table by modification after FDO evaluation.

CLIN 0003 CPAF 30-MONTH OPTION PERIOD AWARD FEE SUMMARY					
Available Award Fee Pool	70/30% Split of Fee Available		Earned		Award Fee Unearned
	Objective PBIs	Subjective	Objective PBIs	Subjective	
$36,889,664	$25,822,765	$11,066,899			

(b) ESTIMATED COST AND FIXED FEE CLIN 0007 – 30-MONTH OPTION PERIOD

CLIN 0007 – *Non D&D Work* (Cost Plus Fixed Fee) – See Section B.1, *Type of Contract and Services Being Acquired*, for applicable PWS paragraph numbers. Includes services identified in the *Summary of Services and Providers of Those Services* table included in Section J, Attachment 7, *Site Services and Interface Requirements Matrix*. This CLIN is provided to collect the cost associated with providing services on a full cost recovery basis to non-D&D site entities (work for others).

Estimated Cost:	$22,628,372
Fixed Fee (Max. 2%):	$452,572
Total Price:	$23,080,944

(c) ESTIMATED COST, BASE AND AWARD FEE CLIN 0008 – 30-MONTH OPTION PERIOD

CLIN 0008 – *OSWDF Liners 1, 4, and 5* (CPAF) – See Section B.1, *Type of Contract and Services Being Acquired*, for applicable PWS paragraph numbers.

Estimated Cost:	$145,649,946
Total Available Award Fee (Max. 7%):	$10,195,526
Base Fee (Max. 2%):	$2,913,026
Total Price:	$158,758,498

CLIN 0008 AWARD FEE: The following tables identify the award fee available for evaluation of the 30-Month Period in accordance with Section B.5, *Aligning Contract Incentives*, and Section J, Attachment 21, *Performance Evaluation and Measurement Plan*. The earned/unearned fee will be incorporated into the table by modification after FDO evaluation.

CLIN 0008 30-MONTH OPTION PERIOD AWARD FEE SUMMARY					
Available Award Fee Pool	70/30% Split of Fee Available		Earned		Award Fee Unearned
	Objective PBIs	Subjective	Objective PBIs	Subjective	
$10,195,526	$7,136,868	$3,058,658			

(d) CLIN 0009 – Additional In-Scope ID/IQ Task Orders (CPAF, CPIF, CPFF or FFP) – Task Orders will be negotiated as required with the performance work statement, period of performance, schedule, and any special applicable requirements, including award fee available incorporated in Section J, Attachment 22, *Task Orders*.

FAR 52.216-22 Indefinite Quantity
(Maximum Ceiling between CLIN 0009
and 0013): $112,000,000

TASK ORDER INDEX

Task Order Number	Description	Data Awarded	Date Due	Cost/Price	Running Total

B.4 CLIN STRUCTURE – 30 MONTH PERFORMANCE PERIOD (OCTOBER 1, 2018 – MARCH 28, 2021)

The cumulative sums for the 30-Month Option Period CLINs (0010, 0011, 0012, and 0013) are provided below:

	CLIN				
	0010	0011	0012	0013	Total
Estimated Cost:	$459,774,297	$22,612,576	$158,151,941	TBD	$640,538,814
(TAAFP) (Max. 7%):	$32,184,296	N/A	$11,070,669	TBD	$43,254,964
Award Fee Period 3	$12,873,718	N/A	$4,428,268	TBD	$17,301,986
Award Fee Period 4	$19,310,577	N/A	$6,642,401	TBD	$25,952,978
Total Base Fee (Max. 2%):	$9,195,571	N/A	$3,163,068	TBD	$12,358,639
Fixed Fee (Max. 2%)	N/A	$452,256	N/A	TBD	$452,256
Total Price:	$501,154,164	$23,064,832	$172,385,677	TBD	$696,604,673

Award Fee Period	Date	Number of Months	Available Award Fee Pool for Period	Total Award Fee Earned for Period	Total Award Fee Unearned
3	10/1/18 to 9/30/19	12	$12,873,718		
4	10/1/19 to 3/28/21	18	$19,310,577		

(a) ESTIMATED COST, BASE FEE, AND AWARD FEE CLIN 0010 – 30-MONTH OPTION PERIOD D&D PROJECT

CLIN 0010 – *PORTS D&D Project including D&D, Remediation, Waste Management, OSWDF Operations* (CPAF) - See Section B.1, *Type of Contract and Services Being Acquired*, for applicable PWS paragraph numbers.

Estimated Cost:	$459,774,297
Total Available Award Fee Pool (Max. 7%):	$32,184,296
Total Base Fee (Max. 2%):	$9,195,571
Total Price:	$501,154,164

CLIN 0010 AWARD FEE: The following tables identify the award fee available for evaluation of the 30-Month Period in accordance with Section B.5, *Aligning Contract Incentives*, and Section J, Attachment 21, *Performance Evaluation and Measurement Plan*. Fee available for each fiscal year shall be the total of available award fee divided by 30 months, less the prior total amount earned plus unearned; times the number of months in the evaluation period. The earned/unearned fee will be incorporated into the table by modification after FDO evaluation.

CLIN 0010 OPTION PERIOD AWARD FEE SUMMARY					
Available Award Fee Pool	70/30% Split of Fee Available		Earned		Award Fee Unearned
	Objective PBIs	Other	Objective PBIs	Other	
$32,184,296	$22,529,007	$9,655,289			

(b) ESTIMATED COST AND FIXED FEE CLIN 0011 – 30 MONTH OPTION PERIOD

CLIN 0011 – *Non D&D Work* (Cost Plus Fixed Fee) – See Section B.1, *Type of Contract and Services Being Acquired*, for applicable PWS paragraph numbers. Includes services identified in the *Summary of Services and Providers of Those Services* table included in Section J, Attachment 7, *Site Services and Interface Requirements Matrix*. This CLIN is provided to collect the cost associated with providing services on a full cost recovery basis to non-D&D site entities (work for others).

Estimated Cost:	$22,612,576
Fixed Fee (Max. 2%):	$452,256
Total Price:	$23,064,832

(c) ESTIMATED COST, BASE AND AWARD FEE CLIN 0012 – 30-MONTH OPTION PERIOD

CLIN 0012 – *OSWDF Liners 1, 4, and 5* (CPAF) – See Section B.1, *Type of Contract and Services Being Acquired*, for applicable PWS paragraph numbers.

Estimated Cost:	$158,151,941
Total Available Award Fee (Max. 7%):	$11,070,669
Base Fee (Max. 2%):	$3,163,068
Total Price:	$172,385,677

CLIN 0012 AWARD FEE: The following tables identify the award fee available for evaluation of the 30-Month Period in accordance with Section B.5, *Aligning Contract Incentives*, and Section J, Attachment 21, *Performance Evaluation and Measurement Plan*. Fee available for each fiscal year shall be the total of available award fee divided by 30 months, less the prior total amount earned plus unearned; times the number of months in the evaluation period. The earned/unearned fee will be incorporated into the table by modification after FDO evaluation.

CLIN 0012 CPAF OPTION PERIOD AWARD FEE SUMMARY					
Available Award Fee Pool	70/30% Split of Fee Available		Earned		Award Fee Unearned
	Objective PBIs	Other	Objective PBIs	Other	
$11,070,669	$7,749,468	$3,321,201			

(d) CLIN 0013 – Additional In-Scope ID/IQ Task Orders (CPAF, CPIF, CPFF or FFP) – Task Orders will be negotiated as required with the performance work statement, period of performance, schedule, and any special applicable requirements, including fee available incorporated in Section J, Attachment 22, *Task Orders*.

FAR 52.216-22 Indefinite Quantity
(Maximum Ceiling between CLIN 0009
and 0013): $TBD

TASK ORDER INDEX

Task Order Number	Description	Data Awarded	Date Due	Cost/Price	Running Total

B.5 ALIGNING CONTRACT INCENTIVES

The following sections work together and document administration and process for provisional and final payment of award fee and align measurable completion events to all CLINs. This list is not all inclusive and the contractor is responsible to meet all terms and conditions of the contract.

- Section B.3, *CLIN Structure - Performance Period*;

- Section B.4, *CLIN Structure – Performance Period;*
- Section B.5, *Aligning Contract Incentives*;
- Section C.2.7.3.7, *Green and Sustainable Remediation and Innovative Technology;*
- Section H.58, *Provisional Payment of Fee;*
- Section J, Attachment 21*, Performance Evaluation and Measurement Plan* (PEMP)*;*
- Section J, Attachment 23*, Performance Based Incentives (PBIs*); and
- Section J, Attachment 24, *Performance Schedule.*

Payment of fee is subject to the requirements of DEAR 952.223-76, *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health* (AUG 2009).

Authorization for provisional invoicing of fee is withheld by the CO until the contractor has a DOE approved Contract Performance Baseline (CPB) for this contract and may be withheld for performance issues during the period.

The contractor may earn a combination of base fee and award fee as detailed below.

(a) AWARD FEE (CPAF CLINs and CPAF task orders)

Award fee criteria, including subjective criteria defined in the PEMP, and objective PBIs, incorporated in Section J, Attachment 23, are used to align and evaluate contractor performance pursuant to the S-2 memorandum, entitled "Aligning Contract Incentives for Capital Asset Projects, dated December 13, 2013. The processes, procedures, and evaluation for the determination of fee payments are in the PEMP and incorporated herein by reference. PBIs are incorporated herein and into the PEMP by reference and are attached to the contract in Section J, Attachment 23. Section J, Attachment 24, *Performance Schedule*, is incorporated to ensure continuation and measure progression of the D&D project. Completion criteria definitions for the PBIs and the subjective criteria are at the sole discretion of the Government and will be delivered to the contractor in accordance to the procedures identified herein and the procedures documented in the PEMP. The available award fee for each period is identified in Section B.3 and B.4 by CLIN.

The CO prepares or updates the PEMP, together with the award fee criteria and PBIs, if required prior to the start of the period identified and notifies the contractor. The CO may also unilaterally issue changes to the PEMP or PBIs in the period in accordance with procedures identified in the PEMP. The CO may provide draft award fee completion criteria and PBIs for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the award fee criteria or PBIs incorporated in the PEMP without contractor review or approval. Changes to the PEMP, award fee completion criteria and PBIs, may be unilaterally made by the CO before or within the evaluation period with 30 days written notice provided to the contractor.

Pursuant to Section H.58, *Provisional Payment of Fee*, the Fee Determining Official will assess the contractor's performance in accordance with Section J, Attachment 21, *Performance Evaluation and Measurement Plan*, Section J, Attachment 23*, Performance Based Incentives and* Section J, Attachment 24*, Performance Schedule*. The amount of earned award fee shall be unilaterally determined by the Fee Determining Official (FDO).

This determination is based upon the FDO's evaluation and written determination of the contractor's performance during each PEMP period.

i) Adjustments to Available Award Fee

The available award fee or the amount of fee earned on each CLIN may be adjusted by the CO pursuant to terms of the contract, including but not limited to, DEAR 952.223-76, *Conditional Payment of fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health* (DEC 2010), and the contractor's total cost of performance in the period. Changes (increases or decreases) to the available award fee due to contract modifications will be documented in Section B.3 and B.4. The *Cost Overrun Table* incorporated into the PEMP, Section J, Attachment 21, will be used to adjust each CLIN's available award fee pool based upon the contractor's total cost of performance.

At the end of each evaluation period, the Fee Determining Official (FDO) will determine the amount of award fee to be earned by the contractor. The CO will communicate the FDO decision and issue a contract modification documenting earned and unearned fee in Sections B.3 and B.4.

ii) Invoicing Award Fee

Contractor may submit an award fee invoice at the end of each quarter for a provisional award fee payment. The percent of available award fee that may be invoiced each quarter is equal to no more than 70% of the total award fee in the period, divided by the number of quarters in the evaluation period. Upon the FDO's final determination of the earned award fee for the evaluation period, the contractor will invoice the actual dollar amount of the determination minus the quarterly provisional fee payments previously invoiced. Should the amount of the FDO determination be less than what was previously provisionally paid, the contractor shall credit DOE on the following invoice. Performance evaluation reviews will be conducted on a semi-annual basis during the evaluation period(s) to review the contractor's performance against the established award fee criteria and PBIs incorporated in the PEMP. DOE reserves the right to withhold provisional invoicing or to reduce the percentage available for quarterly invoicing at any time based on performance in the period.

All award fee provisionally paid but later determined to be unearned, including fee provisionally paid for PBI completion later determined unearned, pursuant to the requirements defined herein, shall be credited to the Government on an invoice within 30 days of the FDO's determination.

iii) Fee associated with CPAF Task Orders issued shall be included in the B.3 and B.4 CLIN totals and evaluated pursuant to the Section J, Attachment 21 PEMP. PBIs specific to Task Order completion shall be incorporated in Section J, Attachment 22, *Task Orders*.

(b) BASE FEE

Base fee shall be paid for performance of the PWS requirements on CPAF CLINs and

Task Orders and invoiced monthly on a proportional basis by CLIN.

(c) FIXED FEE

Fixed fee shall be paid for satisfactory performance of the PWS requirements on CPFF CLINs. Fixed fee may be invoiced monthly on a proportional basis subject to the FAR 52.216-8, *Fixed Fee*, requirement to withhold 15% of the total fixed fee per CLIN/Task Order or $100,000, whichever is less. The amount to be withheld is to be filled in within the applicable CLIN/Task Order fee tables in Section B.3 and B.4 and will correlate with Section J, Attachment 22, *Task Orders*, as applicable.

(d) CONVERSION OF PROVISIONAL AWARD FEE TO FINAL FEE

Payments of award fee made by the Government to the contractor are provisional until the FDO makes the final fee determination as described in the PEMP. Award fee for PBIs are considered earned at the end of the evaluation period based on the FDO determination.

Fee associated with subjective Categories of Performance, CP-1 and CP2, as defined in the PEMP, are considered earned in the evaluation period.

The determination to release the withheld fixed fee will be made during closeout at the end of the contract and/or task order pursuant to FAR 52.216-8 at the sole discretion of the CO.

(e) UNEARNED AWARD FEE

Unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

B.6 OBLIGATION OF FUNDS

(a) Pursuant to the clause in Section I, FAR 52.232-22 entitled “Limitation of Funds,” total funds in the amount of **$17,419,701** for “Contract Transition Period” are obligated herein and made available for payment of allowable costs and fee earned under CLIN 0001.

(b) Pursuant to the clause in Section I, FAR 52.232-22 entitled “Limitation of Funds,” total appropriated funds in the amount of **$624,126,148.19** for CLIN 002 Base Period/ Non-ARRA and **$ TBD** for CLIN 003 Initial Option Period/ Non-ARRA work are obligated herein and made available for payment of allowable costs and fee earned.

Pursuant to the clause in Section I, FAR 52.232-22 entitled “Limitation of Funds,” total funding in the amount of **$12,320,232** for CLIN 0004 OSWDF Base Period and **$ TBD** for CLIN 0008 OSWDF Initial Option Period are obligated herein and made available for payment of allowable costs and fee earned.

Pursuant to the clause in Section I, FAR 52.232-22 entitled “Limitation of Funds,” total funding in the amount of **$41,276,519.78** for CLIN 0006 Non D&D Work and **$ TBD** for CLIN 0007 Non D&D Work Initial Option Period are obligated herein and made available for payment of allowable costs and fee earned.

Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds," total funding in the amount of **$ TBD** for IDIQ Work is obligated herein and made available for payment of allowable costs and fee earned under CLIN 0009.

(c) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds," total funds in the amount of **$8,000,000** work are obligated herein and made available for payment of allowable costs and fee earned under CLIN 0005 for Recovery Act work described in SOW Paragraph C.3.4 (ARRA) and C.2.6 (ARRA) at the start of the Base period as described in Section F.

(d) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds, the cumulative amount presently provided by Government Uranium Transfer as described in Contract Clause H.42 *Uranium Transfer*, to this contract is **9,565.478** MTU UF6 at a value of **$1,045,735,708** for CLIN 0002 and **TBD** MTU UF6 at a value of **$ TBD** for CLIN 0003. The total values are **TBD** MTU UF6 and **$ TBD**. Such amount may be increased during the performance period by written modification of this contract.

(e) In accordance with 40 USC 571(b), DOE has retained the proceeds of the sale of personal property related to the payment of specific expenses related to Asset Recovery and Recycling. Proceeds of **$1,322,249** for CLIN 0002 and **$ TBD** for CLIN 0003 were credited to the costs of this contract in the DOE accounting system. The total value is **$ TBD**. You are authorized to incur additional costs in support of ongoing Asset Recovery and Recycling or other cleanup efforts excluding CLIN 0006 and CLIN 0007 activities.

(f) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds, the total cumulative amount of appropriated funds and advance funding for Non D&D Work as specified in subparagraphs (a), (b) and (c) of this clause obligated to this contract is **$703,142,600.97.** This cumulative amount when added with the cumulative value of Government Uranium Transfer as described in subparagraph (d) of this clause and Contract Clause H.42 *Uranium Transfer* and when added with the proceeds of the sale of personal property related to Asset Recovery and Recycling as described in subparagraph (e) is **$1,750,200,557.97** for the Base Period/Initial Option Period. This represents the total funds available for payment of allowable costs and fee earned under this Contract.

B.7 ALLOWABILITY OF SUBCONTRACTOR FEE

(a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26 (e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.

(b) The fee restriction in paragraph (a) above does not apply to members of the contractor's team that are non-fee sharing team members: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, *Mentor-Protégé Program*; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

For the purposes of this clause, the term company shall include universities and non-profit organizations.

B.8 DOE AUTHORIZATION OF WORK

(a) The contractor is authorized to conduct work in accordance with the approved Contract Performance Baseline (CPB), subject to the limitations of the Section B clause, *Obligation of Funds* and clause, *Limitation of Government's Obligation*.

(b) The contractor shall develop and maintain the CPB in accordance with Section C.2.7.2, *Project Management* and Section J, Attachment 20, *Integrated Work Controls Systems.* When required, the CO may make changes within the general scope of the contract in accordance with the Changes clause. The CO has review and concurrence authority during the Baseline Change Control Process to ensure the contract and baseline remain in alignment. As additional in scope requirements are identified, the CO will issue a contract modification and the contractor will incorporate the scope into the CPB through the Baseline Change Control Process.

(c) The contractor shall not begin performance on a CLIN unless it has been authorized by the CO.

B.9 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) The contractor is responsible for total performance under this contract, including selecting the efficient approaches and methods to perform all work in a manner that reduces the DOE lifecycle baseline cost and schedule. For all contract work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the contract and/or constitute a change to the Target Cost on CPIF Task Orders.

It is recognized that the contractor will be performing in a dynamic environment where new requirements may be added and priorities may change. The contractor shall assume responsibility for any facilities, services, and/or remediation activities assigned by the CO during contract performance.

(b) REAs shall be submitted in accordance with FAR part 15, specifically FAR Table 15-2, and must be in compliance with all applicable Cost Accounting Standard (CAS) and in accordance with the approved Contractor's Disclosure Statement. Costs related to Contractor proposed REAs shall be maintained in accordance with, FAR 52.243-6, *Change Order Accounting* and justified pursuant to FAR 52.243-7*, Notification of* Changes.

(c) DOE reserves the right to evaluate the impact to indirect costs as a result of changes to the work scope (additions to or de-scope of work). DOE's analysis of the changes may include a request to adjust the provisionally applied indirect value for the change.

(d) The contractor is not entitled to a change in the contract for contributions to any defined benefit pension plan or medical plan.

(e) Except as specified herein, the contractor shall not be reimbursed from funds allocated to this Contract under section B.6 (b) for any costs relating to its handling and disposition of natural uranium hexafluoride transferred to the contractor in accordance with H.42. However, the costs incurred for the development of a uranium transfer program, development and approval of the Uranium Transfer Plan required under the contract, continuing administration of the uranium transfer program activities required prior to each uranium transfer, and any related activities required in the performance of the Statement of Work of this Contract are allowable costs under this contract.

(f) For planning purposes, work for the following PWS/WBS paragraphs identified Table I through Table IV below is anticipated to be incorporated through future contract actions based on DOE priorities and funding. This scope is reserved and annotated as a *Future Contract Action* in the Section J, Attachment 24, *Performance Schedule*. Future DOE issued Requests for Proposal and/or undefinitized contract action(s) may incorporate the requirement(s).

Table I – Activities Required for Performance

PWS	WBS	Description
C.2.9.1	EM.PO.01.03.06.01	Sodium Hypochlorite Injection System at X-611
C.2.9.1	EM.PO.01.03.06.01	Ultraviolet Disinfection system for X-6619
C.2.9.1	EM.PO.01.03.06.01	X-690 Steam Plant Upgrades
C.2.9.1	EM.PO.01.03.06.01	Sanitary and High pressure Fire Water Systems Repair
C.2.9.3	EM.PO.01.03.06.06	EOC upgrades
C.2.9.46	EM.PO.04.03.01.05	Fog road bridge replacement
C.2.9.70	EM.PO.05.01.06.01	Asset recovery
C.2.9.64	EM.PO.05.02.01.01	UMC Lot 3A (14 drums containing normal UO2 powder)

Table II – Advanced Planning, Design, and Development Requirements:

PWS	WBS	Description
C.2.9.21	EM.PO.04.01.01.02	Deactivation Support Area
C.2.9.45	EM.PO.04.03.01.04	X-333 Fire Protection
C.2.9.21	EM.PO.04.01.01.xx	X-333 Deactivation
C.2.9.68	EM.PO.05.02.01.05	HEU Solidification

Table III – Various Maintenance Activities:

PWS	WBS	Description
C.2.9	EM.PO.XX	Various Maintenance Projects

Table IV –Scope Missing/Set Aside:

PWS	WBS	Description
C.2.9.3	EM.PO.01.03.06.06	Replacement fire trucks
C.2.9.41	EM.PO.04.02.01.03	X-626 demolition
C.2.9.64	EM.PO.05.02.01.01	UMC Lot 13B2 (63 drums containing low enriched UF4 powder)
C.2.9.64	EM.PO.05.02.01.01	GDP Scrap Material (99 containers of various composition)
C.2.9.1	EM.PO.01.03.06.01	Sitewide Water Collection and Treatment System
C.2.9.131	EM.PO.07.01.03.04	OSWDF South Haul Road and Utility Reconfigurations
C.2.9.21	EM.PO.04.01.01.02	Deactivation Support Area
C.2.9.45	EM.PO.04.03.01.04	X-333 Fire Protection
C.2.9.21	EM.PO.04.01.01.xx	X-333 Deactivation

B.10 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS)

(a) This contract's ID/IQ CLINs have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that it may be incrementally funded. If the Task is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the Task will be the lower of the amount of funds allotted to the Task or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each Task there is:

(i) A fixed price for the action;

(ii) A fixed amount of work that corresponds to the fixed price

(iii) A planned funding schedule that corresponds to the fixed price and the fixed amount of work;

(iv) No Government obligation to the Contractor until the Government allots funds to the contract for the action;

(v) If the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

(vi) An obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each Task:

i) The Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the Task;

ii) The Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price Tasks included in this contract:

(1) 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

(2) The specific risk that in the event of termination of an incrementally funded Task before the Task 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 fixed-price Task is the allotted funds for the Task, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

iii) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

iv) If funds become available and the Government's need continues, the Government will allot funds periodically to the Task, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

v) The Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each Task:

i) The fixed price (of both the entire Task and of the current cumulative amount of funds allotted to the Task at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

ii) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

iii) If the Government meets the entire Planned Funding Schedule,

(1) The cumulative amount of funds allotted will equal the Tasks fixed price and

(2) The Contractor must provide the work the contract requires for the Task.

(d) The fixed price for each Task is listed in Section B of this contract.

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

(f) The Actual Funding Schedule for each Task is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for each Task, and the work to be performed for the funds allotted.

i) The Contractor may bill against a Task only after the Government has allotted funds to the Task and the Contractor has delivered the services and earned amounts payable for the Task.

(1) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

(2) If the Contractor does not perform the contract's requirements for the Task, 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 per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that Task regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:

i) The Government's and the Contractor's obligations under the contract for the Task—with the exception that the Government's obligation for the Task is limited to the total amount of funds allotted by the Government to the Task 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 were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that Task; and neither the fixed-price for the Task nor any other term or condition of the contract will be affected due to the Task being incrementally funded.

(1) The Contractor agrees, for example, if the Government allots funds to a Task per or earlier than all of the funding dates in the Planned Funding Schedule for the Task, the Government has met all of its obligations just as if the Task were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the Task 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 that exceed the total amount of funds allotted by the Government to the contract for the Task:

(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 and the Government allots funds to the Task equal to the Task's fixed price, the Government will pay it the fixed price for the Task and no more.

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

i) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.

ii) 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.

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

(i) If the Government does not allot funds to a Task per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:

i) 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;

ii) 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; and

iii) If the Government subsequently terminates the Task, 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; 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:

i) 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; and

ii) The Contractor is not obligated to continue performance under this contract related to the Task 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.

(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, which will remain at all times the Government's maximum liability for a Task. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a Task in excess of the total amount allotted by the Government to this contract for a Task, 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 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:

Planned Funding Schedule				
Date	**Funds to be Allotted**	**Work to be Accomplished**	**Cumulative Funds to be Allotted**	**Cumulative Work to be Accomplished**
At NTP				

(o) Actual Funding Schedule:

Actual Funding Schedule				
Date	**Funds to be**	**Work to be Accomplished**	**Cumulative Funds to be**	**Cumulative Work to be Accomplished**

	Allotted		Allotted	
At NTP				

B.11 ORDER LIMITATIONS/MINIMUM AND MAXIMUM QUANTITIES (CLIN 0009)

In accordance with FAR 52.216-18 *Ordering*; FAR 52.216-19 *Order Limitations*; and FAR 52.216-22, *Indefinite Quantity*, the CO may issue Task Orders for supplies or services against CLIN 0009. The CO shall issue a request for proposal to the contractor for work to be performed. The task orders will have defined scope statements, pricing and other terms such as delivery or due date identified and incorporated into Section J, Attachment 22.

(a) In accordance with Section I, FAR 52.216-19 *Order Limitations*, the minimum order in (a) is $1,000 dollars; the maximum order in (b)(1) and (b)(2) is one-hundred twelve million dollars total between CLINs 0009 and 0013; the number of days in (b)(3) is 915; the number of days in (d) is fourteen.

(b) In accordance with Section I, FAR 52.216-18 *Ordering*, orders may be issued from March 29, 2016, through the final ordering date of September 30, 2018, and the final date for FAR 52.216-22, *Indefinite Quantity* in (d) is September 29, 2019.

(c) In accordance with Section I, FAR 52.216-22 *Indefinite Quantity*, the minimum quantity to be ordered under this contract is an amount which will equal $1,000 dollars. The minimum quantity may be ordered under one or more Task Orders under the ID/IQ CLINs.

(d) In accordance with Section I, FAR 52.216-22 *Indefinite Quantity*, the maximum quantity to be ordered under all resulting Task Orders(s) is one-hundred twelve million dollars total between CLINs 0009 and 0013; this ceiling value is established for all Task Orders combined under the ID/IQ CLINs.

B.12 ORDER LIMITATIONS/MINIMUM AND MAXIMUM QUANTITIES (CLIN 0013)

In accordance with FAR 52.216-18 *Ordering*; FAR 52.216-19 *Order Limitations*; and FAR 52.216-22, *Indefinite Quantity*, the CO may issue Task Orders for supplies or services against CLIN 0013. The CO shall issue a request for proposal to the contractor for work to be performed. The task orders will have defined scope statements, pricing and other terms such as delivery or due date identified and incorporated into Section J, Attachment 22.

(a) In accordance with Section I, FAR 52.216-19 *Order Limitations*, the minimum order in (a)(1) is $1,000 dollars; the maximum order in (b)(1) and (b)(2) is one-hundred twelve million dollars total between CLINs 0009 and 0013; the number of days in (b)(3) is 908; the number of days in (d) is fourteen.

(b) In accordance with Section I, FAR 52.216-18 *Ordering*, orders may be issued from October 1, 2018, through the final ordering date of March 28, 2021, and the final date for FAR 52.216-22, *Indefinite Quantity* in (d) is March 27, 2022.

(c) In accordance with Section I, FAR 52.216-22 *Indefinite Quantity*, the minimum quantity to be ordered under this contract is an amount which will equal $1,000 dollars. The minimum quantity may be ordered under one or more Task Orders under the ID/IQ

CLINs.

(d) In accordance with Section I, FAR 52.216-22 *Indefinite Quantity*, the maximum quantity to be ordered under all resulting Task Orders(s) is one-hundred twelve million dollars total between CLINs 0009 and 0013; this ceiling value is established for all Task Orders combined under the ID/IQ CLINs.

B.13 RESERVED

B.14 CONDITIONAL PAYMENT OF FEE BASED ON SAFEGUARDING SECURITY AND SAFETY PERFORMANCE

DOE places great emphasis on the contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, all fee determinations are subject to unilateral reductions. See Section I, DEAR 952.223-76, *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*. The contractor is solely responsible for ensuring flow-down of all contract requirements to include DOE Orders and Federal Requirements, to the Subcontractors and for performing comprehensive oversight of each contractor and contractor employee work efforts. This responsibility begins with requirements definition and continues through the issuance of the subcontract and performance of work. The CO reserves the right to reduce the available award fee pool for non-compliance.

ATTACHMENT 2

Section C, *Performance Work Statement*

CHANGES TO THE PERFORMANCE WORK STATEMENT (PWS)

1. Incorporated Section C.2.8 Additional in-Scope Task Orders

   Additional in-scope work necessary to complete the Portsmouth D&D project will be ordered using Section H.59, *Ordering Procedures*. This work is anticipated to be added to the contract as specific Task orders and will be performed in compliance with other applicable terms of the PWS paragraphs, including but not limited to, ESH&Q, safety, waste management, project management, etc. The Task Order scope statements will be incorporated into Section J, Attachment 22, *Task Orders*.

   Waste Placement or other specific activities described in Section C, added as a result of Task Orders will be priced and incorporated in the scope of the Task Order. The unit of measure will be defined in the Request for Task Order.

2. Incorporated Section C.2.9 Initial 30-Month Option Period

3. Incorporated Section C.2.10 Follow-on 30-Month Option Period

4. Assigned PWS number (C.3.1) to Fire Protection Service

5. Assigned PWS number (C.3.2) to Emergency Management and Incident Command

6. Assigned PWS number (C.3.3) Utilities for Site Operations

7. Incorporated C.3.4 On-Site Non-D&D Support

   The contractor shall provide onsite services to other site tenants who are not directly supporting the D&D activities. These activities are described above in Section C.3.1, 3.2, and 3.3 and in Section J, Attachment 7, *Site Services and Interface Matrix*.

8. Incorporate Deliverable 256 to the contract. The Deliverable Reference is C.2.9.31; Deliverable Title is *Final Characterization and Criticality Incredible Project Plan for X-326, X-232C2, and X-232C4*; DOE Action is ACOR Approve; Deliverable Due Date is 2/28/2017.

9. Incorporated addition to C.4 Summary of Contract Deliverables

   The contractor shall review the below listing and crosswalk each deliverable to the corresponding Section C.2.9 initial option period performance work statement requirement(s) and shall provide final crosswalk to the CO within 45 days of the execution of the initial option period modification. Items listed below that do not crosswalk to a Section C.2.9 PWS element shall be disclosed to the CO as part of the final crosswalk.

PERFORMANCE WORK STATEMENTS FOR INITIAL 30-MONTH OPTION PERIOD

C.2.9.1 Utilities (EM.PO.01.03.06.01)

The contractor shall operate, treat, distribute, administrate, and conduct systems and equipment maintenance of PORTS utility services. Utilities inspection activities shall include those required to meet Resource Conservation and Recovery Act (RCRA) Part B requirements. Utility services shall be consistent with the Shared Site Services Agreement for Department of Energy (DOE) contractors, as well as DOE-approved agreements to provide utility services to offsite entities. Services shall include, but are not limited to the following:

Sanitary Water - Utility – The contractor shall provide operations of well and raw water supply lines, dam inspection, operation of the sanitary and fire water distribution systems; operation, reconfiguration, and isolation of the High-Pressure Fire Water (HPFW) System, reconfiguration, isolation, and S&M of the sanitary water/makeup water facilities and systems.

Sanitary Sewage - Utility – The contractor shall provide operation and S&M services for the PORTS sanitary sewer system and address the preventive maintenance (PM) and corrective maintenance (CM) backlog. The contractor shall also designate a State of Ohio Class II Waste Water Operator of Record for the sewage plant and provide operation and S&M of the plant..

Recycle Cooling Water –**Utility** - The contractor shall provide for the de-chlorination treatment for the RCW blowdown waters. The X-680 Blowdown Sample and Treatment Facility provides de-chlorination treatment of the blowdown effluent from the ACP X-6000 RCW System and from the X-626 RCW system until such time as its operation is terminated. The contractor shall also provide Operation and S&M of the X-680 Blowdown Sample and Treatment Facility and equipment systems.

Plant Dry Air - Utility – The contractor shall provide dry air services, which includes operation and S&M of the X-670 Dry Air Plant, selected back-up diesel-powered compressors, the X-232B Dry Air Distribution System, and the associated closed-loop X-670A Recirculating Cooling Water (RCW) System.

Nitrogen System - Utility – The contractor shall provide for the operation and S&M of the Nitrogen System including the X-675 Nitrogen Station and the existing X-330 Nitrogen Storage and X-232A Nitrogen Distribution System. The contractor shall include provisions for reconfiguration of the Nitrogen System as appropriate for current site conditions.

Steam - Utility – The contractor shall provide necessary steam services including operation and S&M of the Steam Plant, Steam Distribution System, Condensate Return System, and annual inspections of the boilers. The contractor shall also provide maintenance of the monitoring and treatment services for the storm water and process waters that discharge from the Portsmouth Gaseous Diffusion Plant (PORTS) Site through the United States and Ohio Environmental Protection Agencies' NPDES outfalls. .

Electrical Power Distribution – The contractor shall provide electrical power distribution, power operations, outdoor lighting, maintenance, and power administration. The Power Distribution System consists of conductors, poles, transformers, lightning arrestors, fuse cutouts, switches, motor control centers, and primary disconnects. The contractor shall include the operation and maintenance of the X-530 Complex and the X-515 330- kilovolt (kV) tie-line between X-530 and the Don Marquis Substation

(the DOE Bulk Electric System facilities), in compliance with NERC and FERC standards, and the requirements of Reliability First Corporation. The contractor shall additionally provide Operations and S&M of the DOE-owned elements of the Bulk Electric System (BES) and ensures compliance with applicable North American Electric Reliability Corporation (NERC) and OVEC/DOE Interconnection Agreements.

Natural Gas Line S&M – The contractor shall provide for the operation and S&M of the Natural Gas Supply and Distribution System. The contractor shall include operating and maintaining the line delivering natural gas (through the primarily passive X-2232E Natural Gas Supply System), to the ACP, the DUF6 Conversion Facility, and the X-690 Steam Plant.

Power Purchasing – The contractor shall provide technical and management support for planning, procurement, and ordering of electrical power. The contractor shall additionally support administration of the DOE/OVEC power agreement, Daily Electrical Power Purchase Protocol planning and execution, updating power usage prediction models, maintaining site power consumption records and unused power, and providing support to DOE in the development of a new FAR-based power agreement with OVEC.

C.2.9.3 Infrastructure Services (EM.PO.01.03.06.06)

Sanitary Recycling - The contractor shall provide the equipment and resources to support PORTS sanitary recycling. The contractor shall support contractor, DOE, and the Infrastructure Support Services (ISS) contractor staff. The contractor shall stage and collect containers for sanitary recycling of aluminum cans, plastic bottles, cardboard, and paper. The contractor shall perform sorting, re-containerization, spot-checking for non-compliant items and radiological material, and coordinating pickup and transfer of containers to the recycle vendor.

Fleet Maintenance - The contractor shall conduct routine ongoing vehicle Surveillance and Maintenance (S&M) for the contractor's "fleet" of vehicles, which is comprised of General Services Administration (GSA) and government-furnished equipment (GFE). Fleet vehicles serviced include, but are not limited to personnel vehicles, heavy equipment, carts, Kubotas, powered industrial trucks, specialty equipment, and a service truck (which supports disabled vehicles).

Space Management - The contractor shall effectively and efficiently plan, support, and coordinate the site-wide management of office space, office equipment, and supporting services in consideration of the deactivation of facilities; the realignment and reorganization of the contractor's departmental staffing work groups; and additional personnel.

The contractor shall manage, consolidate, and relocate site personnel in support of the deactivation of facilities and the realignment/reorganization of departmental staffing work groups and new hires. This includes strategic planning to find suitable office locations for both new and current employees (contractor, as well as other subcontractors), both on site and off site. The contractor shall coordinate with support groups (e.g., Engineering, Maintenance, Custodians, ISS Contractor Information Technology (IT), Human Resources, Procurement/Contracting, Records Management and Document Control, Management, and regulatory groups) to reconfigure and modify areas into appropriate office spaces.

C.2.9.8 Regulatory Decision Documents (EM.PO.01.03.12.03)

The contractor shall perform the function of development and communication of the Engineering Evaluation/Cost Analysis (EE/CA) regulatory policy, and management of the interface between the projects, DOE, regulatory agencies, and the public.

The contractor shall prepare quality DFF&O/CERCLA documents for removal actions as required. The contractor shall develop all necessary documentation to support final decisions and implementation of actions, including, but not limited to, EE/CAs, Action Memoranda (AM), Removal Action Work Plans (RAWPs), and Removal Action Completion Reports (RACRs). All submittals, including draft submittals, shall be factually accurate, sufficiently detailed, comprehensive, and shall not require contractor re-work allowing for the documents to be submitted for its intended final purpose or approval. The contractor shall obtain regulatory approval, and, during the regulatory process, provide communication and interface between DOE, the Ohio EPA, and the public.

The contractor shall prepare the following documents for Attachment G (EE/CA) facilities as either one integrated submittal or individual RAWPs as appropriate:

- Develop and submit for review and approval the X-109A Monitoring Building and slab demolition including below grade structures RAWP;

- Develop and submit for review and approval an RAWP for the X-104;

- Develop and submit for review and approval an RAWP for the X-626-1 and X-626-2 as applicable to the work plan(s) schedule; and

- General RAWP for deactivation of remaining Attachment G facilities.

The contractor shall develop quality documents and submit for review and concurrence the following documents required pursuant to the DFF&O:

- Comprehensive RD/RA Work Plan which shall describe the remedial design and remedial action technical approach for deactivating and demolishing the structure and contents of all facilities, as defined in Attachment H in the D&D DFF&O, and shall present the design plans for deactivation of all the Complex Facilities, in accordance with and consistent with the format and technical approach presented in the D&D DFF&O;

- X-326, X-111A, and X-111B Demolition Design Plan;

- Comprehensive OSWDF RD/RA Work Plan; and

- X-108L and X-701E Demolition Design Plan including buildings and slabs and below grade structures/perimeter road as appropriate.

The contractor shall fully develop the required documents during the regulatory process, provide communication, and interface between DOE, the Ohio EPA, and the public.

The contractor shall complete the following Consent Decree activities:

- Develop and submit for approval a site-wide RCRA Deferred Units Facility Investigation (RFI)/Corrective Measures Study (CMS) report to meet Consent Decree requirements;

- Develop a draft Deferred Units Preferred Plan, as necessary; and

- Develop a draft Deferred Units Decision Document (DD)/Responsiveness Summary, as necessary;

The RFI/CMS shall focus on investigation of contamination in soil (and groundwater where applicable) associated with the Deferred Units which shall include requirements specified in the Consent Decree, and coordinated as appropriate with the planned Natural Resource Restoration Plan under the planned Natural Resource Damage DFF&O being negotiated by DOE and Ohio EPA.

The contractor shall include, but not be limited to the following activities:

- Develop and submit to DOE the Sitewide Property Transfer NEPA EA;

Use of the Natural Resource Damage Assessment (NRDA) provision requires development of a detailed legal agreement by DOE and Ohio EPA, a Natural Resources Restoration Plan (NRRP), identified below, and as yet to be defined implementing documents as required by the NRRP, developed by the contractor for DOE.

The contractor shall:

- Support DOE's negotiations with Ohio EPA to finalize the Natural Resource Damage (NRD) Order authorizing the use of the NRDA provisions of CERCLA to obtain fill from closed landfills and plumes; and

- Develop and submit for approval, a general NRRP which complies with the requirements to be established in the NRD DFF&O to meet OAC 3745-27-13, *Procedure to Engage in Filling, Grading, Excavating, Building, Drilling, or Mining on Land Where a Hazardous Waste Facility or Solid Waste Facility was Operated*, and ORC § 3734.02(g), *Rules for Inspection and Licensing of Solid Waste Facilities*, requirements.

C.2.9.12 Cyber Security (EM.PO.01.04.03.02)

The contractor is responsible for supporting the Infrastructure Support Services (ISS) contractor by providing cyber security compliance reporting, security audit reporting, and utilization of other reporting tools that ensure alignment with DOE Orders 205.1B, *Department of Energy Cyber Security Management Program*, and 471.6, *Information Security* as required by Section J, Attachment 7. The contractor shall comply with cyber security requirements, and will flow down unclassified cyber security requirements to subcontractors to ensure compliance with requirements.

The contractor is responsible for addressing specific risks, vulnerabilities, or threats; implement cyber security technical, operational, and provide management controls and procedures for Information Systems. These include access controls; account management; awareness and training; certification, accreditation, and security assessments; configuration management; contingency planning; identification and authentication; media protection; system and services acquisition procedures; and system and communication protection.

The contractor shall assist in ISS contractor investigations of cyber security incidents, virus attacks, intrusion detections, and detected or anticipated personal identity fraud. The contractor shall protect information systems that collect, process, store, display, create, disseminate, or transmit national security or DOE/United States government information, and flow down cyber security requirements to subcontractors to ensure compliance.

C.2.9.13 Protective Forces (EM.PO.01.04.03.03)

This PWS encompasses a range of Security Protective Force and Systems (ProForce) services to be provided for the U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO). Contractor performance shall be in accordance with this PWS. Protective Force stations and patrols identified herein are generally staffed as specified in the section; however, changes may occur based on programmatic requirements as directed by the Contracting Officer or designated representative.

The mission of the Contractor is the physical protection of national safeguards and security interests to include Special Nuclear Material (SNM), national security operations and vital equipment, classified and sensitive information, government property, facilities and employees.

The following items shall be taken into consideration when supporting protection program strategies:

- The vulnerability of SNM either in situ or in process of disposition supporting D&D activities, to malevolent acts such as theft, diversion, or sabotage and events such as civil disorder by considering site and regional threats, protection planning strategies, and protection measures;

- The vulnerability of vital equipment or facilities, or sensitive matter to malevolent acts;

- Full understanding of the potential threats contained in the current DOE Graded Security Protection Policy, or subsequent revisions, used in conjunction with local threat guidance and the ability to apply these principles when developing site-specific safeguards and security programs;

- The importance of the facility to the overall DOE mission and costs of replacement due to acts of sabotage or other malevolent acts, the classification level of the matter, and the impact of its loss or compromise to national security;

- Continuous protective services are required 24 hours per day, 365 days per year;

- The potential effects of a malevolent act on the health and safety of employees, the environment, or the public;

- The integration of multiple contractors' interests who perform other security functions under the purview of PPPO into a single comprehensive protection posture. This includes the Site's Infrastructure Support Services contractor, the American Centrifuge Plant, the DUF6 Conversion Services, and others performing work at facilities under the purview of PPPO;

- The integration of safeguards, security and safety interests;

- Efficient and cost-effective methods for protecting the safeguards and security interests taking into consideration applicable Codes of Federal Regulations, DOE Orders and other local directive requirements; and

- Maintain the capability for, and implementing strategies for matters involving the loss of control or theft of SNM.

Dynamic mission requirements associated with the national security activities and the presence of SNM onsite require the contractor to respond to workload changes quickly with minimum disruption to site operations.

The Contractor shall fully integrate the requirements contained in this PWS in a manner that assures seamless structure is maintained. This includes the full integration and authority of functions, roles, and responsibilities where more than one contractor is involved in fulfilling the requirements of the security program.

PPPO reserves the right to modify the level of effort and enhance the technical work requirements due to changing security requirements or methods of accomplishing security functions.

REQUIREMENTS

As required by DOE, the Contractor shall provide personnel to provide a security protective force and perform security services at the PPPO Portsmouth facilities which includes contractor facilities, and other facilities as assigned by PPPO. All work performed by the Contractor shall satisfy and comply with the requirements of applicable DOE directives, policies, and documents and other direction provided by PPPO. Section J, Attachment 2 contains a list of applicable directives, policies and documents; these applicable directives, policies and documents are referred to as “applicable DOE requirements” throughout the PWS. Additionally, the Contractor shall comply with all applicable federal, state and local laws, regulations, guidance and policies, including those which become effective after the effective date of this contract.

The actual Protective Force strength and other work under the PWS are dependent upon operational and funding requirements. Therefore, the Government reserves the right to modify the level of effort and enhance the technical work requirements as needed due to changing security requirements or methods of accomplishing security functions.

The Contractor shall perform the following:

GENERAL MANAGEMENT

Provide management, supervision, and staffing to efficiently and effectively execute the requirements of the contract. This includes developing and maintaining a staffing plan to support the on-going mission and activities and should detail staffing levels by post and position for current year and three out-years. The staffing plan should be supported through a baseline risk assessment performed by others identifying minimal staffing levels in accordance with the Site’s protection strategy.

The contractor shall maintain high standards of competency, conduct, and integrity of all assigned personnel.

The contractor shall maintain, and negotiate as necessary, a collective bargaining agreement with the Security, Police and Fire Professionals of America or successor collective bargaining unit.

PROTECTIVE FORCE

- Management
    - In accordance with applicable DOE requirements, and in support of the DOE safeguards and security Protection Program Management requirements, as defined in applicable DOE requirements, protective force programs, functions, or activities shall incorporate basic planning principles to ensure they accomplish their intended purpose. This includes establishing and maintaining a competent Facility Security Officer.
    - Protective Force programs shall document the resource requirements necessary to accomplish mission objectives successfully in accordance with applicable Federal laws and regulations; applicable DOE requirements; site security plans; protection strategies; and operational needs.
        - Manage the scheduling of the Protective Force in support of base mission in accordance with applicable DOE requirements.
        - Implement Response Force requirements as required by applicable DOE requirements.
        - Supervision of Protective Force personnel shall be provided to the extent required to ensure optimal performance of duties.
        - To ensure Protective Force missions/functions are accomplished as intended, sufficient operational guidance shall be provided through the establishment and maintenance of a formalized written directives system, i.e., station orders, post orders, general orders, deployment and Security Incident Response Plans, etc.
- Personnel
    - Maintain Protective Force with DOE Q access authorizations (security clearances), and meet medical, physical fitness, and firearms qualifications and training requirements, and special skills as appropriate, to provide required security services at the PPPO Portsmouth Office in accordance with applicable DOE requirements, under both routine and emergency conditions.
    - Provide a Protective Force trained and qualified to the DOE Security Police Officer I and Security Officers in order to protect SNM and classified matter.
- Security Posts
    - Establish schedule and operating procedures for, including but not limited to, the number and composition of Protective Force personnel for each shift; area of each security patrol;

instructions and orders for each post and each patrol area; the number and assignment of personnel to administrative and Protective Force service positions.

- Provide staff for fixed security stations and roving patrols.
- Provide security support for movement of special nuclear material.
- Provide mission support including sweeps, roadblocks, and manning temporary security stations.
- Provide qualified staff for monitoring of alarm systems.
- Provide staff and support for the Emergency Operations Center when needed.
- Provide appropriate and qualified staff during emergency response activities and emergency management training drills and exercises.

- Planning
  - Provide operational and security analysis and planning. Develop and implement security procedures, plans, and directives in support of specific mission requirements.
  - Prepare contingency plans for protests and demonstrations, adversary threats, emergency response, and emergency evacuation.
  - Prepare and execute on an annual basis, with scenario and threat input based on vulnerability and/or risk assessments, the annual of force-on-force exercise scenarios and plans. This includes the development and maintenance of force-on-force scenarios, response plans and applicable after-action reports.
  - Develop, prepare and maintain security plans for emergency response and emergency management training exercises to ensure protection of PPPO facilities, property, material and occupants under emergency conditions. Plans shall address required protection strategies; response options, actions and times; and other applicable response requirements.
  - Perform analyses and tasks needed to identify risks and counter specific hazards including safety concerns in support of site specific activities to include force on force exercises and live fire range activities, providing assurance to PPPO that activities which may pose risks to health and safety have been reviewed and appropriate controls have been established to mitigate safety concerns.
  - Provide subject matter expertise to the cognizant contractor(s) for the conduct of vulnerability and/or risk assessments and the preparation of required DOE safeguards and security plans including, but not limited to the Site Security Plan. Ensure appropriate personnel participate fully in the development, conduct and review of vulnerability and/or risk assessments sufficient to meet applicable DOE requirements.

- Provide necessary, accurate and complete protective force and security systems performance test data that supports vulnerability and/or risk assessments and safeguards and security planning activities. This will include providing subject matter expertise to the cognizant contractor(s) supporting the Site's Performance Assurance Program.

- Prepare and execute force-on-force exercise scenarios, plans and limited scope performance tests as necessary to meet applicable DOE requirements and in support of vulnerability and/or risk assessments and site security plans.

- Training

  - Train all armed Protective Force personnel to the appropriate level prior to being assigned to duty per applicable DOE requirements.

  - Provide continued training and professional development of all Protective Force personnel.

  - Provide oversight of the physical fitness of Protective Force personnel.

  - Prepare an annual Protective Force Training plan and Physical Fitness Program plan and ensure regulatory protective force standards are met.

  - Maintain training records for Protective Force personnel, including but not limited to weapon and physical fitness qualification records.

  - Provide continued training and professional development of all Protective Force personnel.

- Personnel Qualifications

  - Require Protective Force personnel to be fully capable of performing duties requiring moderate to arduous physical exertion and shall be fully capable of self-defense, tactical exercises, weaponless defense, and arrest techniques. They shall be capable of running, lifting, and participating in rescue operations. As a minimum, they shall meet the physical fitness and medical qualifications set forth in 10 CFR 1046.

  - Require each armed Protective Force member to qualify by attaining a minimum qualifying score on the courses of fire prior to being armed or performing armed Security Police Officer duties and at least semi-annually thereafter.

  - Require each Protective Force member to have the appropriate access level authorization (security clearance) prior to performing Protective Force duties requiring the use of a weapon or being assigned duties in security areas that require unescorted access.

  - Equip Protective Force personnel with authorized firearms and ammunition and in serviceable condition.

- Supply all Protective Force personnel with appropriate uniforms, which includes uniform maintenance, badges, belts and holsters. All Protective Force personnel shall be in uniform while on duty, in accordance with the Contractor's established dress code. The Contractor shall specify, with the approval of the Contracting Officer or Contracting Officer Representative, appropriate uniforms, badges, insignia, and attire for Protective Force personnel.

- Maintain an arsenal in clean and safe operating condition at the PPPO Ports Site. The arsenal and emergency equipment shall be properly stored, protected, accounted for, and secured at all times. Provide Armorers who are certified, as required by DOE, to perform maintenance and repairs on all weapons used by Protective Force personnel.

- Require all Protective Force personnel assigned to duty to have a valid motor vehicle driver's license issued in the United States.

- Physical Fitness Training

  - Provide qualified fitness specialists to conduct physical fitness testing of the armed Protective Force personnel.

  - Ensure physical fitness specialists supervise testing; record training data; maintain training records; conduct fitness assessments; provide fitness counseling/instruction; and conduct safety inspections of physical fitness testing facilities and/or locations.

VULNERABIITY/RISK ASSESSMENTS AND PERFORMANCE TESTING

- Provide subject matter expertise to the cognizant contractor(s) as necessary for the conduct of vulnerability and/or risk assessments and the preparation of required DOE safeguards and security plans. Ensure appropriate personnel participate fully in the development, conduct and review of vulnerability/risk assessments sufficient to meet applicable DOE requirements.

- Provide necessary, accurate and complete protective force and security systems performance test data that supports the vulnerability and/or risk assessments and safeguards and security planning activities to the cognizant contractor as necessary.

- Provide a comprehensive performance testing and analysis capability that supports ongoing protective force training. This includes full participation in the conduct of vulnerability/risk assessments, effectiveness testing of security systems, force-on-force plans and scenario development for periodic exercises, and prepares and submits comprehensive reports of results. This includes developing and maintaining an annual exercise and performance test schedule.

- Maintain the ability to perform alarm response tests and limited scope performance tests as necessary to meet applicable DOE requirements.

C.2.9.15 Soil Remediation Project Management (EM.PO.03.01.01.01)

The contractor shall provide Soil Remediation Project Management services. The contractor shall manage field characterization, soil remediation, and S&M of Solid Waste Management Units (SWMUs) and holding ponds, as well as S&M of stormwater controls (including soil storage areas). At or below-grade soil remediation includes slab, foundation, and below-grade structure demolition/excavation; and excavation/removal of underground utilities within the footprint of contaminated soils removal.

Soil Remediation Project Management responsibilities shall include:

- Planning, implementation and oversight of site-wide field characterization and soil remediation activities, including remediation planning, cleanup criteria development, establishment of internal milestones, and oversight of field characterization and remediation;

- Meeting with DOE representatives and regulators to develop long-term strategies for soil remediation;

- Maintain the environmental database;

- Field characterization and soil remediation activities (e.g., safety issues, radiological issues, quality concerns, work processes, production rates, project schedules, and effectiveness of monitoring programs and remediation processes); and

- Development and implementation of policies and programmatic documents (e.g., procedures, plans, and checklists) to support day-to-day performance of ER activities, including conformance with industrial safety, regulatory, nuclear safety, and quality requirements and documentation.

C.2.9.16 Support Analysis and Reporting - SR (EM.PO.03.01.01.02)

The contractor shall perform soil characterization for deferred units and any other soil characterization necessary to complete remediation as appropriate. These activities shall be performed within the four quadrants that combine Solid Waste Management Units (SWMUs)/Hazardous Waste Management Units (HWMUs) under Corrective Action Decisions, as identified in the 1989 Consent Decree.

The contractor shall:

- Perform sampling as outlined above and
- Maintain and report characterization data in the site-wide environmental database.

C.2.9.17 Soil Remediation (EM.PO.03.01.01.03)

Soil remediation encompasses PORTS Quadrant II; PORTS Quadrant III; SWMU Management; X-701B Engineered Fill Excavation Stormwater Pollution Prevention Plan preparation and Soil Stockpile Area (SSA) surveillance and maintenance (S&M); and X-740 Engineered Fill Excavation.

The contractor shall perform soil remediation activities, consistent with the Record of Decision (ROD) for the Site-Wide Waste Disposition Evaluation Project. Contaminated soils associated with groundwater plume/source areas and former landfills, will be excavated and used as a source of engineered fill for the OSWDF and shall not be remediated.

Soil remediation of groundwater plume/source areas, former landfills, and other SWMUs that support OSWDF construction shall be performed. Remediation shall be implemented based on safety, regulatory compliance, schedule efficiencies, costs/funding levels, and OSWDF fill requirements.

The soil and groundwater shall be mitigated to meet monitored natural attenuation (MNA). The excavation of plume sources and contaminated soils shall be sufficient to result in soil contamination conditions at approximately 50 ppb TCE or as approved in the Engineered Fill Excavation Work Plans, so the residual contamination can be allowed to naturally degrade to drinking water levels within an estimated 10 years (Monitored Natural Attenuation).

Soil remediation activities shall include:

- In Quadrant III, demolish, excavate, remove, and dispose the X-109A concrete slab and below-grade structures (piers, foundations, footers, and other concrete structures), which lie above the X-740 plume;

- For SWMU Management, provide S&M services for the X-231A and X-231B Biodegradation Plots, X-611A Prairie, X-616 Sludge Lagoon, X-701B Pond and retention basins, X-734A Sanitary Landfill, Construction Spoils Disposal Areas, X-734B Sanitary Landfill, X-735 Landfill (northern portion), X-735 Industrial Solid Waste Landfill (southern portion), X-736 Construction Spoils Landfill (not a SWMU but covered under S&M), X-749A Classified Burial Yard, X-749B Peter Kiewit Landfill, X-734 Old Sanitary Landfill, and X-749 Contaminated Materials Disposal Facility;

- Provide repairs and improvements to the X-230J5, X-230J6, X-230J7, X-230 K (south), and X-230 L (north) Holding Ponds. Controlled burns of the X-611A Prairie shall be performed every 3-5 years;

- Develop and submit to DOE/Ohio EPA regulatory documents reporting S&M and review activities; and

- Perform subsurface utility surveys and perform utility relocations as required.

For the SWPPP & Soil Stockpile Area (SSA) S&M, the contractor shall install and maintain storm water controls (including permitted SWPP controls) for completed (i.e., inactive) on-site projects. This includes periodic inspection of inactive areas, maintenance of silt fencing, reseeding, and other erosion control measures, until re-vegetation occurs. The contractor shall also perform surveillance, monitoring, and maintenance of SSAs, including repair and replacement of erosion controls, regrading and consolidation of soil piles, reseeding, and mulch installation to manage run-on and run-off.

C.2.9.18 Groundwater Project Management (EM.PO.03.02.01.01)

The contractor shall provide project management and oversight, in support of corrective measures/remedies and interim actions associated with the five contaminated groundwater plumes that have been identified at the PORTS facility. Activities shall include: matrixed support organization management and oversight associated with ER initiatives and/or groundwater characterization, remediation, and special study activities.

The contractor shall:

- Plan, implement, and oversee site-wide groundwater characterization and remediation activities, including development of Master and Annual scoping plans; establishment of protocols and criteria that guide implementation not proposed; providing project oversight for characterization and remediation; and establishing internal milestones;

- Interface with DOE and regulators to determine long-term strategies for groundwater remediation;

- Acquiring information to support groundwater characterization and remediation activities; and

- Develop, implement, maintain, and enforce policies, procedures, plans, and checklists.

C.2.9.19 Groundwater Remediation (EM.PO.03.02.01.03)

Additionally, following excavation of the plume and site restoration, the following activities shall be performed, if required, on the X-740 plume:

- Well installation (as needed) followed by sampling, chain of custody, and field documentation on sample log forms, followed by data analysis, and validation of the analytical data in the Project Environmental Management System;
- All samples shall be analyzed for trichloroethylene (TCE);
- Data tracking and trending;
- Evaluation of enforcement and compliance activities;
- Reporting; and
- MNA shall continue for 10 years after excavation of the X-740 plume.

C.2.9.20 X-333 Project Management (EM.PO.04.01.01.01)

Reserved

C.2.9.21 X-333 Deactivation (EM.PO.04.01.01.02)

Reserved

C.2.9.23 X-333 Work Authorization Controls (EM.PO.04.01.01.04)

Reserved

C.2.9.26 X-333 NDA (EM.PO.04.01.01.08)

Reserved

C.2.9.31 X-326 Project Management (EM.PO.04.01.03.01)

The contractor shall perform X-326 Project Management-Deactivation activities including oversight and management of the X-326 deactivation projects and related activities (including environmental, safety, health, quality, technical and contracts support, project controls, and planning). The contractor shall coordinate with surveillance and maintenance (S&M), Quality Systems for Nondestructive Assay (QSNDA), environmental remediation (ER), and waste management activities and organizations.

The contractor shall focus on the deactivation of the X-326 Auxiliary Process Gas Systems, removal of deposits from X-326 process gas equipment that is moved to X-705 for deposit removal, and the removal and packaging of remaining hazardous waste and materials. The contractor shall integrate deactivation activities with facility S&M activities and coordinate planning activities between the decontamination and decommissioning and ER organizations relative to the deactivation of the building, including punch list items and turnover packages. The contractor shall coordinate deactivation activities with the waste management organization relative to the transfer of waste from the X-326.

The elimination of nuclear criticality controls on the X-326 Process Gas Systems shall be completed and shall enable the X-326 to be downgraded from a Hazard Category 2 Nuclear Facility to a Radiological Facility. The X-326 Process Building shall be declared as "criticality incredible" (CI). CI is defined as a condition of the X-326 Facility (or an area of X-326) that has been determined by Nuclear Criticality Safety Evaluation (NCSE) to have a qualitative probability of occurrence of a nuclear criticality accident of "incredible" (i.e., less than one chance in a million of a criticality accident per year). Downgrading of the X-326 and CI declaration is required before turning the facility "cold and dark" and proceeding with demolition activities. The contractor shall perform all tasks necessary to declare the X-326 Criticality Incredible (CI) and the facility downgraded from a Hazard Category 2 Nuclear Facility to a Radiological Facility.

The contractor shall perform the review and validate the completion of tasks required to remove equipment containing fissile material, and validate the characterization data showing that equipment remaining in the facility meets the NCS requirements for achieving CI. The contractor shall walk-down and review data packages for cells and units, including miscellaneous containers and junk left in the building, bypass and other process piping/equipment, and for other process support systems.

The contractor shall prepare, review, and approve NCS and Safety Basis documentation verifying that the condition of X-326 is such that a criticality accident is non-credible. This shall provide the basis for removal of the Criticality Accident Alarm System (CAAS) from service, and allows for formally downgrading the facility status to "non-nuclear." Prior to actually making these changes, United States Department of Energy (DOE) and Portsmouth/Paducah Project Office (PPPO) approval shall be obtained.

The contractor shall perform NCS analysis and prepare documentation for achieving CI and shall justify the removal of CAAS from X-326. The contractor shall prepare the Documented Safety Analysis (DSA) to remove X-326 as a Category 2 Nuclear Facility and shall prepare the Hazard Analysis for the downgrading of the X-326 facility.

The contractor shall submit to DOE for review and approval a Characterization and Criticality Incredible Project Plan (CCIPP) for X-326 and any adjoining facilities to be included to achieve the DOE PORTS site mission. A CCIPP is a summary level document that serves as both a roadmap and communications tool to describe the overall characterization approach for determining that structures, piping, equipment and materials remaining in the building are CI, that overall linkage to the OSWDF NCS and Hazard Analysis is adequate to support transportation and disposal of the building demolition debris at the OSWDF, and prohibited items have been removed or identified for disposition during demolition. Specific purposes of the CCIPP include discussion of the following:

- Facilitating the declaration of CI for the building prior to demolition by characterizing and verifying the remaining structures, piping, equipment and materials meet the applicable CI criteria for demolition, transportation and OSWDF disposal;

- Verifying prohibited items, e.g. containerized RCRA wastes, accountable materials, etc. are removed from the building; and

- Scheduling, updating, and communicating progress towards CI for the HC 2 facility and its linkage to the latest design and hazards analysis to the OSWDF.

The contractor shall prepare Nuclear Criticality documents for X-326 and any adjoining facilities to be included to establish CI criteria and demonstrate that the actions required to achieve Criticality Incredible (CI) for X-326 are in place. "Incredible" means the probability for a nuclear criticality event is evaluated to be not believable on the basis of commonly accepted engineering judgment.

The standard for preparing this building for demolition and placement is to demonstrate that "criticality is incredible" for all normal and credible upset conditions associated with the proposed activities during all phases of D&D, demolition, placement, and after OSWDF closure and monitoring through the Leachate System. CI is achieved when the U.S. Department of Energy (DOE) approves downgrade of the building (applicable as defined to all phases of D&D, including demolition and placement and leachate system monitoring in an OSWDF) to Radiological Facility status per DOE-STD-1027.

Approved Nuclear Criticality Safety (NCS) documents must demonstrate that criticality is incredible for the amount, form, and/or distribution of fissile material remaining at the time of the CI declaration (as well as during all phases of D&D including demolition and placement in an OSWDF) and must be limited by nature of process only (i.e., without continued reliance on any criticality safety controls).

The form and distribution of the residual fissile materials must be demonstrated to meet the approved limits using characterization data that are accepted by the DOE approval authority. This characterization data shall be provided to DOE in a form that can be readily validated by a third party. The contractor shall develop all necessary documentation to support final decisions and implementation of actions. All submittals, including draft submittals, shall be factually accurate, sufficiently detailed, comprehensive, and shall not require contractor re-work allowing for the documents to be submitted for its intended final purpose or approval.

Completion Criteria-The contractor’s Nuclear Criticality Safety Determination and Hazard Analysis documents to document the facility is less than support shall demonstrate that the Category II facility is

CI without any reliance of Nuclear Critically controls and is applicable to any future condition of each facility and associated equipment

C.2.9.32 X-326 Deactivation (EM.PO.04.01.03.02)

The contractor shall perform work for the X-326 Material Removal- Hazardous Waste, including activities to remove and package the remaining hazardous waste and materials from X-326 and transport them to an approved storage location. This scope also includes sample and analysis plan development, sample collection, and sample analyses, where necessary, to ensure proper storage, packaging, and disposal of X-326 material/debris.
The contractor shall perform work that is planned, approved, and scheduled in accordance with the contractor's program description and associated procedures. The contractor shall prepare Work Control Documents (WCDs) to facilitate the removal of the hazardous wastes/materials from X-326 including:

- Remove refrigerant from stand-alone air conditioning (AC) units, window AC units, water fountains, refrigerators, ice maker machines, uranium hexafluoride (UF6) dump carts;
- Remove diesel fuel from 5,000-gallon capacity underground storage tank and piping;
- Remove diesel fuel and tank bottoms from the 400 gallon elevated tank located outside the X-326 building;
- Remove oil from the compressors associated with the Air Receiver Tanks supporting back-up generators in and from the door closure mechanisms on the cell and operating floors;
- Remove oil, anti-freeze, and batteries from back-up generators;
- Drain anti-freeze from the Wet Pipe Sprinkler System;
- Remove engine oil, hydraulic fluid and anti-freeze from the back-up air compressor and speed increaser in the northeast corner of the X-326 operating floor;
- Remove oil from 20 overhead bridge cranes on the cell floor;
- Remove the batteries from the back-up power for the Supervisory Fire Alarm System and the batteries from the ten battery rooms;
- Remove approximately 100 mercury vapor lamps from the operating floor and outside of the building;
- Remove approximately 6,000 fluorescent lamps from the cell floor;
- Remove approximately 900 mercury vapor lamps from the cell floor;
- Remove approximately 4,000 fluorescent lamps from the operating floor; and
- Remove the hydraulic fluid from Elevator #2 and Elevator #3.

The contractor shall complete the X-326 Utility Isolation & Redistribution to isolate (e.g., air-gap) and abandon utilities that are not required to support equipment or systems critical to personnel safety or

facility demolition. Utilities shall be isolated and abandoned prior to the X-326 Building demolition.

The contractor shall reroute and/or redistribute utilities that pass through the X-326 to other facilities and are required to allow continued utility services to other areas of the plant following X-326 Deactivation. The X-326 utilities shall be maintained operational until they are no longer required or when the respective portion of the building is isolated in preparation for demolition. Utilities that are not required to support equipment or systems critical to personnel safety or facility demolition activities will be isolated and air-gapped. Isolation shall be done at the exterior perimeter of the building where possible to ensure complete separation of unnecessary utilities. Isolation shall be performed on the inside of the building, where possible, to isolate unnecessary segments of necessary utilities (primarily electric).

The contractor shall isolate all potential energy sources from the utility to be air-gapped/abandoned by one or more ways, including:

- Closing valves (e.g., pressure-indicator valves [firewater], recirculating cooling water, plant air, nitrogen, steam);

- De-energizing power sources (e.g., process power, auxiliary power, Supervisory Control and Data Acquisition System, Phone Systems, Public Address System, CAAS, Fire Alarm System);

- Applying lockout/tagout where appropriate; and

- Creating a physical and visual disconnect (air-gap) wherever possible by removing sections of pipe, cable, etc.

The contractor shall assure that work performed is planned, approved, and scheduled in accordance with the contractor's program description, and associated procedures. The contractor shall provide the necessary safety support including preparation of monitoring plans, permits, conducting radiation surveys, industrial hygiene monitoring, and reporting monitoring results to allow safe system isolation and/or redistribution.

The contractor shall consider the option to augment self-perform work crews with specialty contractors to mitigate safety hazards (e.g., neutralization of the fluorine and chlorine trifluoride systems) associated with specific utility isolations. For specialized services (e.g. fluorine system neutralization), the contractor shall prepare subcontractor bid packages, review subcontractor proposals, and administer subcontracts, including performance monitoring and reporting.

The contractor shall perform work for the X-326 Non PG/Non Hazardous Components and Structures including activities for the collection and analysis of samples of X-326 building materials of construction as well as radiological surveys (i.e., swipes and direct readings) of building interior surfaces as required. The generation of characterization data from these samples and radiological surveys will support the determination of Criticality Incredible (CI). The contractor shall declare the X-326 as CI and shall be determined Cold and Dark. Characterization data generated shall be made available to Waste Management to assist in defining a disposition path, compliant transportation, and disposal of the X-326 demolition waste.

The contractor shall perform the removal of X-326 Historically Significant Items identified as having historical significance, survey for unrestricted release, and if releasable, shall relocate them to a temporary storage location.

Work shall be planned, approved, and scheduled in accordance with the contractor's program description and associated procedures. Radiological surveys shall be performed on items according to the contractor's procedures to allow unrestricted release from the site and decontaminated, if necessary.

The contractor shall perform the X-326 Secondary Waste Removal including the removal and packaging (for transportation and disposition) of secondary waste produced during X-326 deactivation including the consolidation and packaging of incidental deactivation and building surveillance and maintenance wastes (i.e., secondary waste). Secondary waste shall be managed to meet the definition of Low Level Waste (LLW) and the requirements of the off-site waste acceptance criteria, including consideration of all physical, chemical, NDA and radiological properties to ensure that secondary waste can be disposed.

C.2.9.33 X-326 NDA (EM.PO.04.01.03.05)

The contractor shall perform In-Situ/Ex-Situ Nondestructive Assay (NDA) measurements on X-326 components and equipment consisting of two independent measurements to support X-326 Deactivation, Nuclear Criticality Safety (NCS), and compliance with United States Department of Transportation regulations and the Waste Acceptance Criteria. A confirmatory characterization measurement, as required by NCSEs, following component decontamination, shall be required to verify criticality incredible criteria have been met. The contract shall ensure that all measurements comply with the quality standards contained in the contractor's Nondestructive Assay Quality Assurance Program Plan.

Ex-situ NDA/confirmatory NDA measurements shall be performed in accordance with contractor's procedures and shall be consistent with Quality System for Nondestructive Assay (QSNDA) program requirements.

The contractor shall perform the following:

- Calibrations and quality assurance measurements for ex-situ NDA equipment;
- Evaluation of ex-situ/confirmatory NDA measurement data, including peer reviews; and
- Preparation of ex-situ/confirmatory NDA measurement data packages and reports.

The contractor shall perform X-326 In-Situ NDA measurements on X-326 components and equipment deactivated to meet Nuclear Criticality Safety and Criticality Incredible (CI) requirements. All NDA measurements must comply with the quality standards contained in the contractor's Quality System for Nondestructive Assay (QSNDA) program requirements and procedures.

The contractor shall perform the following:

- Calibrations and quality assurance measurements for in-situ NDA equipment;
- Evaluation of in-situ NDA measurement data, including peer reviews; and
- Preparation of in-situ NDA measurement data packages and reports.

C.2.9.34 X-326 Waste Packaging (EM.PO.04.01.03.06)

The contractor shall perform the X-326 Waste Packaging including handling of X-326 components containing above-shipping limits of Uranium. The contractor shall perform waste packaging activities associated with X-326 deposit removal on components following NDA results and confirmation that the component is identified as requiring Uranium deposit removal to meet United States Department of Transportation (DOT) shipping requirements.

The contractor shall execute planned safety support inclusive of preparing monitoring plans and permits, conducting radiation surveys, performing industrial hygiene monitoring, and reporting monitoring results. Nuclear criticality safety movement and spacing requirements included in the Nuclear Criticality Safety Analyses shall be observed and the contractor shall stage and transfer components to the X-705 Building.

The contractor shall perform X-326 Hazardous Waste Packaging and materials from the X-326 prior to demolition. The contractor shall package hazardous waste in accordance with regulatory requirements and store waste in approved locations until transported off-site for disposal. The contractor shall package waste in containers meeting treatment storage and/or disposal facility and DOT requirements based on characteristic data.

The X-326 packaging activities for known hazardous waste include:

- Antifreeze from backup generators for transport;
- Batteries from back-up generators for transport;
- Mercury capsules from Mercoid switches at the ERP Withdrawal Stations (on operations floor) for shipment;
- Batch/repackage mercury traps;
- Containerize lead-lined material from the Radioactive Source Locker/X-Ray Room;
- Package ERP electronics/circuit boards;
- Repackage mercury ERP thermometers;
- Split/repackage alumina trap material;
- Batch/repackage mercury capsules from local cell controls, product purification, High-Assay Sampling Area (HASA), ERP Area, Mercoid switches in space recorder equipment;
- Package mercury capsules from thermostats (on the operations floor) for shipment;
- Batch/repackage HEPA filters at the HASA Operation Area for transport;

- Package mercury capsules from Mercoid switches in the air receiver tanks (on the operations floor) for shipment;
- Package R-11 refrigerant for shipment;
- Repackage mixed low-level waste lamps;
- Package batteries from the Battery Rooms and Fire Alarm System for transport;
- Package Elevator 2 and Elevator 3 hydraulic fluid;
- Package the antifreeze from the sprinkler system and backup generators for transport;
- Ensure that a waste management representative is present to oversee packaging of all waste;
- Size-reduce and package hazardous material in accordance with the waste acceptance criteria of the appropriate disposal; and
- Package hazardous debris, material, and equipment into appropriate containers.

The contractor shall prepare X-326 Three Cells and Legacy Components Packaging including the receipt, packaging, and relocation of converters, compressors, and coolers of the final three cells requiring deactivation in the X-326 Process Building, as well as legacy cell components in X-326. All cell and legacy components shall be characterized in a designated staging area utilizing ex-situ NDA, and shall be packaged and labeled for transportation and off-site disposal.

Waste packaging activities for the final three cells and legacy components in X-326 include the following:

- Waste Packaging of X-326 remaining converters, compressors, and coolers scope begins with the lowering of components from the cell floor to the operating floor;
- Components shall be packaged (bagged) upon receipt of the component from the cell floor and approved characterization data;
- Components shall be placed in designated staging areas in X-326 for ex-situ NDA: and
- Components shall be labeled upon receipt from cell floor, and as required for off-site transportation and disposal.

C.2.9.35 X-326 Auxiliary Deactivation (EM.PO.04.01.03.07)

The contractor shall perform activities to deactivate the X-326 Auxiliary Systems and Components. Deactivation of these systems includes all activities necessary to prepare deactivation work plans, prepare SAPs, collect and analyze associated samples as required, and remove process gas piping, valves and components that cannot remain in the building for future demolition (i.e., the items exceed the criticality incredible criteria). Auxiliary Systems include the Product Withdrawal Facility, Inter-cell Piping and Components, Top & Side Purge Systems, Misc. Instrumentation, Extended Range Product Facility, Seal Exhaust System, Purge and Evacuation System, Stage Control System and the High Assay Sampling Area.

The contractor shall perform work that is planned, approved and scheduled in accordance with the contractor's program description and associated work control documents.

The activities applicable to deactivation of these systems include the following:

- Work Planning and Mobilization – Develop work plans and Job Hazards Analyses (JHA), and perform multiple walk-downs in preparation of performing work; mobilize materials and equipment to the work area and establish necessary work boundaries.

- Deactivation of the systems and components Utilizing NDA measurements, process knowledge, or sampling, components that may contain holdup material in excess of the criticality incredible criteria shall be cut and removed for decontamination, offsite disposition or relocation to another onsite facility

- Clean-up and Demobilization – Remove all work package related equipment, materials, and refuse from the work area, put any equipment and/or materials to be used in the future in a safe standby status, and dispose of any secondary waste.

C.2.9.36 Deposit Removal (EM.PO.04.01.03.08)

The contractor shall perform X-326 Deposit Removal activities to remove deposits that exceed the level allowed to meet Radiological Facility status requirements and to ensure compliance with the United States Department of Transportation (DOT) limits for off-site transportation and disposal.

The contractor shall plan, approve, and schedule deposit removal activities in accordance with the program description and associated procedures.

The contractor shall include dismantlement or entry into the item and the physical removal of uranium deposits to levels that permit transportation and disposal off-site or declaration that item meets CI requirements and is returned to X-326. The large pipe after deposit removal shall be inspected to assure Nuclear Criticality Safety (NCS) requirements are met and left in the X-326 facility for disposal during demolition. Uranium deposits removed from components shall be containerized, down blended if required, and solidified to reduce their Attractiveness Level to E, eliminate criticality concerns, and allow shipment under 49 Code of Federal Regulations 173.453(c), *Fissile Materials Exceptions*.

The contractor shall perform X-705 Deposit Removal activities to remove deposits of X-326 components that exceed the level allowed to meet Radiological Facility status requirements or to ensure compliance with the United States Department of Transportation (DOT) limits for offsite transportation and disposal. Additionally, the X-705 dissolving and solidification of the Uranium deposit material removed from X-326 components and equipment shall be completed. The deposit material shall be down blended to reduce Attractiveness Level to E, eliminate criticality concerns, and stabilized to allow shipment under 49 Code of Federal Regulations 173.453(c).

The contractor shall include the movement of the containerized highly enriched uranium (HEU) from the X-326 or X-345 facility to the X-705 facility for deposit solidification processing and the movement of the low enriched uranium (LEU) solution from X-705 to the solidification facility.

C.2.9.39 Balance of Plant Program Management (EM.PO.04.02.01.01)

The contractor shall provide for the oversight and management of site maintenance, infrastructure, the D&D Program, and related activities. The contractor shall also focus on project development and planning. The activities shall include:

- Provide management for Facility Surveillance, Maintenance, and Stabilization operations;
- Develop and implement project management processes;
- Quality assurance support of management assessments and surveillance;
- Provide data, prepare presentations, attend meetings, complete annual reports;
- Procurement, Contracts, Human Resources, and Project Controls support;
- Provide safety, health, and quality oversight and management to the S&M/Facility Stabilization Program;
- Provide USW safety representatives;
- Provide vendor management and oversight;
- Maintain, review, and revise policies and procedures;
- Provide support for fact-findings, investigations, and problem reports;
- Provide administrative support;
- Prepare conceptual estimates and schedules for unfunded and/or unbudgeted projects;
- Provide support for labor determinations; and
- Develop metrics.

C.2.9.40 Balance of Plant Deactivation (EM.PO.04.02.01.02)

The contractor shall complete deactivation to prepare the following Balance of Plant (BOP) facilities for demolition:

- X-109A Personnel Monitoring Building including hazardous materials removal and utilities isolation;
- X-701E Carbon Filtration/Neutralization Building including hazardous materials removal and utilities isolation;
- X-108L East Portal Security including utilities isolation;
- X-608 Raw Water Pump House including utilities isolation;
- X-104 Guard Headquarters including hazardous materials removal and utilities isolation;
- X-626-1 Recirculating Water Pump House including hazardous materials removal and utilities isolation;
- X-626-2 Cooling Tower including utilities isolation; and
- X-710 Technical Services Building including the following activities:
    - Relocation of personnel from the X-710 Facility to other facilities;
    - Relocation of fissile material operations from X-710;
    - Procurement process for a subcontract to provide chemical removal/lab packing services;
    - Execution of chemical removal/lab packing services;
    - Hold-up material NDA characterization and removal;
    - Facility downgrade from CAT II to Radiological Facility;
    - Hazardous materials removal; and
    - Utilities isolation.

C.2.9.41 Balance of Plant Facility Demolition (EM.PO.04.02.01.03)

The contractor shall complete demolition activities for the following Balance of Plant (BOP) facilities:

- X-108L East Security Portal;
- X-109A Personnel Monitoring Building; and
- X-701E Neutralization Building.

The demolition activities shall include:

- Demolishing the facilities down to the concrete slab;
- Above ground utilities infrastructure removal to the at-grade slab level; and
- Size-reduction of debris, as appropriate, for the required disposal method or packaging, as well as loading the material into appropriate containers or vehicles for transport to the disposal destination.

C.2.9.42 Surveillance and Maintenance Project Management (EM.PO.04.03.01.01)

The contractor shall provide oversight and management of the Surveillance and Maintenance (S&M) Program projects including:

- Provide project management support to all S&M activities;
- Maintain the S&M Program;
- Organize and update the SOMAX Database;
- Update the Nuclear Maintenance Management Program (NMMP) and submit to DOE for approval in accordance with DOE Order 433.1B, *Maintenance Management Program for DOE Nuclear Facilities*; and
- Organize, maintain, and disposition S&M records.

C.2.9.43 X-326 Surveillance and Maintenance (EM.PO.04.03.01.02)

The contractor shall meet regulatory, security, and safety basis requirements, and maintain the X-326 Process Building in a minimum operating condition that supports D&D efforts. The contractor shall:

- Conduct required inspections;
- Maintain operability of critical equipment;
- Sustain facility property for its designated purpose;
- Perform maintenance activities; and
- Provide pest and wildlife control services for the facilities.

The contractor shall maintain the facility to meet D&D needs, focusing on safety systems. The contractor shall perform Priority 1 and 2 PM and CM, safety-related PM and CM activities, and S&M activities. Specific X-326 activities shall include:

- Inspection for water intrusion into radiological and other areas;
- Inspection of the integrity of coverings on openings of process equipment;
- Inspection of the integrity of fissile material containers;
- Inspection of PCB drips in the troughing system and other locations mandated by the Federal Facilities Compliance Agreement;
- Inspection of housekeeping and pathway lighting;
- Inspection for and correction of deficiencies at radiological control stations, including examination of monitoring equipment calibration dates;
- Inspection of the fire protection systems;
- Ensuring that nuclear criticality safety spacing requirements remain uncompromised;
- Maintenance of potable water, sewage systems, and restrooms;
- Maintenance of air and nitrogen systems and temporary space heaters;
- Maintenance of lighting and other electrical items;
- Minor repair of siding, covers, roofs, and water control systems as needed; and

- Repair of auxiliary power systems and calibration of protective relays.

In support of X-326 D&D, critical equipment shall be inspected and maintained including:

- Bridge cranes – The contractor shall inspect and maintain the bridge cranes while they remain in service;

- Elevators – The contractor shall inspect and maintain the elevators while they remain in service;

- Roll-up doors – The contractor shall perform S&M of X-326 roll-up doors;

- Heating, Ventilation, and Air Conditioning (HVAC) Systems – The contractor shall perform S&M to keep the building HVAC Systems operational; and

- Lighting – The contractor shall perform S&M to ensure there is adequate lighting.

X-326 systems and utilities shall be inspected, tested, monitored, maintained, and modified, as necessary to support the progression of D&D activities:

- Electrical power supply/distribution - Electrical power to support lighting, bridge cranes, elevators, welding receptacles, and other necessary Electrical Distribution Systems;

- Fire Alarm Systems (FAS) - FAS pull stations and associated communication wiring shall be maintained fully operational until the respective portion of the building is isolated in preparation for mechanical demolition;

- Fire Protection System - The HPFW System shall be maintained in operational status until the building is isolated in preparation for D&D. The contractor shall provide routine maintenance and annual inspection;

- Nitrogen System - The contractor shall maintain, inspect, repair, and replace, as necessary, the Nitrogen Supply Header System equipment until it is no longer required;

- Air System - The contractor shall maintain the Dry Air Supply Header System, until it is replaced with an alternate supply; and

- Storm Drain System - The perimeter underground Stormwater Systems shall be maintained fully operational until the systems are no longer required including routine maintenance and inspection.

S&M activities shall be conducted until deactivation is complete. S&M activities are expected to decrease during the contract period once the X-326 is placed in a cold and dark condition.

C.2.9.44 X-330 Surveillance and Maintenance (EM.PO.04.03.01.03)

The contractor shall meet regulatory, security, and safety basis requirements, and maintain the X-330 Process Building in a minimum operating condition that supports D&D efforts. The contractor shall:

- Conduct required inspections;
- Maintain operability of critical equipment;
- Sustain facility property for its designated purpose;
- Perform maintenance activities;
- Maintain the buffered cells; and
- Provide pest and wildlife control services for the facilities.

The contractor shall maintain the facility to meet D&D needs, focusing on safety systems. The contractor shall perform Priority 1 and 2 PM and CM, safety-related PM and CM activities, and S&M activities. Specific X-330 activities shall include:

- Inspection for water intrusion into radiological and other areas;
- Inspection of the integrity of coverings on openings of process equipment;
- Inspection of the integrity of fissile material containers;
- Inspection of PCB drips in the troughing system and other locations mandated by the Federal Facilities Compliance Agreement;
- Inspection of housekeeping and pathway lighting;
- Inspection for and correct deficiencies at radiological control stations, including examination of monitoring equipment calibration dates;
- Inspection of the fire protection systems;
- Ensuring that nuclear criticality safety spacing requirements remain uncompromised;
- Ensuring that cell buffer pressures and moisture content fall within established parameters;
- Maintenance of potable water, fire water, sewage systems, and restrooms;
- Maintenance of air and nitrogen systems and temporary space heaters;

- Maintenance of lighting and other electrical items;
- Minor repair of siding, covers, roofs, and water control systems as needed; and
- Repair of auxiliary power systems and calibration of protective relays.

In support of X-330 D&D, critical equipment shall be inspected and maintained including:

- Bridge cranes - The contractor shall inspect and maintain the bridge cranes while they remain in service;
- Elevators - The contractor shall inspect and maintain the elevators while they remain in service;
- Roll-up doors - The contractor shall perform S&M of X-330 roll-up doors;
- Heating, Ventilation, and Air Conditioning (HVAC) Systems - The contractor shall perform S&M to keep the building HVAC Systems operational; and
- Lighting - The contractor shall perform S&M to ensure there is adequate lighting.

X-330 systems and utilities shall be inspected, tested, monitored, maintained, and modified, as necessary, to support the progression of D&D activities including:

- Electrical power supply/distribution - Electrical power to support lighting, bridge cranes, elevators, welding receptacles, and other necessary Electrical Distribution Systems;
- CAAS - Cluster and evacuation horns used by the CAAS utilize nitrogen and compressed air, which shall be maintained. Communication wiring shall be maintained fully operational until it is no longer necessary;
- Fire Alarm Systems (FAS) - FAS pull stations and associated communication wiring shall be maintained fully operational until the respective portion of the building is isolated in preparation for mechanical demolition;
- Fire Protection System - The HPFW System shall be maintained in operational status until the building is isolated in preparation for D&D. The contractor shall provide routine maintenance and annual inspection;
- Nitrogen System - The contractor shall maintain, inspect, repair, and replace, as necessary, the Nitrogen Supply Header System equipment, until it is no longer needed;
- Air System - The contractor shall maintain the Dry Air Supply Header System, until it is replaced with an alternate supply; and
- Storm Drain System - The perimeter underground Stormwater Systems shall be maintained fully operational until the systems are no longer required including routine maintenance and inspection.

The contractor shall perform PM and CM to prevent contamination from spreading; ensure nuclear criticality and fire safety; maintain effective security controls; keep regulated wastes properly stored; and ensure that building systems are available to support D&D activities. PM and CM activities shall include:

- Minor repair of siding, covers, roofs, and water control systems;
- Repair of auxiliary power systems and calibration of protective relays;
- Maintenance of potable water, sewage systems, and restrooms;
- Maintenance of air systems and temporary space heaters;
- Maintenance of lighting and other electrical items; and
- Maintenance of HVAC equipment.

S&M activities shall be conducted until deactivation is complete.

C.2.9.45 X-333 Surveillance and Maintenance (EM.PO.04.03.01.04)

The contractor shall meet regulatory, security, and safety basis requirements, and maintain the X-333 Process Building in a minimum operating condition to support D&D efforts. The contractor shall:

- Conduct required inspections;
- Maintain operability of critical equipment;
- Sustain facility property for its designated purpose;
- Perform maintenance activities;
- Maintain the buffered cells; and
- Provide pest and wildlife control services for the facilities.

The contractor shall maintain the facility to meet D&D needs, focusing on safety systems. Specific X-333 activities shall include:

- Inspect for water intrusion into radiological and other areas;
- Inspect the integrity of coverings on openings of process equipment;
- Inspect the integrity of fissile material containers;
- Ensure that nuclear criticality safety spacing requirements remain uncompromised;
- Inspect PCB drips in the troughing system and other locations mandated by the Federal Facilities Compliance Agreement;
- Inspect housekeeping and pathway lighting;
- Inspect for and correct deficiencies at radiological control stations, including examination of monitoring equipment calibration dates;
- Inspect Fire Protection Systems; and
- Inspect equipment supporting D&D activities, including Power Supply Systems, overhead cranes, elevators, roll-up doors, storm drains, ventilation fans, etc.

In support of X-333 D&D, critical equipment shall be inspected and maintained, including:

- Bridge cranes – The contractor shall inspect and maintain the bridge cranes while they remain in service;

- Elevators – The contractor shall inspect and maintain the elevators while they remain in service;

- Roll-up doors – The contractor shall perform S&M of X-333 roll-up doors;

- Heating, Ventilation, and Air Conditioning (HVAC) Systems – The contractor shall perform S&M to maintain the necessary portions building HVAC Systems operational to support D&D activities; and

- Lighting – The contractor shall perform S&M to ensure there is adequate lighting.

The X-333 systems and utilities shall be inspected, tested, monitored, maintained, and modified, as necessary, to support the progression of D&D activities including:

- Electrical power supply/distribution – Electrical power to support lighting, bridge cranes, elevators, welding receptacles, and other necessary Electrical Distribution Systems;

- CAAS – Cluster and evacuation horns used by the CAAS utilize nitrogen and compressed air, which are maintained. Communication wiring shall be maintained fully operational until it is no longer necessary;

- Fire Alarm Systems (FAS) – FAS pull stations, fire detection systems and associated communication wiring shall be maintained fully operational until the respective portion of the building is isolated in preparation for mechanical demolition;

- Fire Protection System – The HPFW System shall be maintained in operational status until the building is isolated in preparation for mechanical demolition. The contractor shall provide routine maintenance and inspection;

- Nitrogen System – The contractor shall maintain, inspect, repair, and replace, as necessary, the Nitrogen Supply Header System equipment, until no longer needed;

- Air System – The contractor shall maintain the Dry Air Supply Header System, until it is no longer needed or it is replaced with an alternate supply; and

- Storm Drain System – The perimeter underground Stormwater Systems shall be maintained fully operational until the systems are no longer required including routine maintenance and inspection.

The contactor shall perform PM and CM to prevent contamination from spreading; ensure nuclear criticality and fire safety; maintain effective security controls; keep regulated wastes properly stored; and ensure that building systems are available to support D&D activities. PM and CM activities shall include:

- Minor repair of siding, covers, roofs, and Water Control Systems;

- Repair of Auxiliary Power Systems and calibration of protective relays;

- Maintenance of potable water, Sewage Systems, and restrooms;
- Maintenance of Air Systems and temporary space heaters;
- Maintenance of lighting and other electrical items; and
- Maintenance of HVAC equipment.

S&M inspection activities shall be conducted until deactivation is complete.

C.2.9.45.1 X-333 Sprinklers - Repair/Replace

Reserved

C.2.9.46 Balance of Plant Facilities Surveillance and Maintenance (EM.PO.04.03.01.05)

The contractor shall perform all S&M activities for BOP facilities (Section J, Attachment 5) including the following:

- Perform periodic facility inspections including equipment and/or structure;
- Assess facility structural integrity;
- Prevent existing contamination from spreading;
- Provide for nuclear criticality safety, fire safety, safety, and security controls;
- Ensure regulated wastes remain properly stored;
- Maintain the operability of critical utilities and equipment, monitor radiological conditions, and check and maintain safety-related items; and
- Repair/replace tanker truck liner as necessary.

The contractor shall perform daily activities required to sustain property in a condition suitable for its designated purpose including all general housekeeping activities.

Surveillance activities shall include the following, as appropriate:

- Inspect for water intrusion into radiological and other areas;
- Inspect the integrity of coverings on openings of process equipment;
- Inspect the integrity of fissile material containers;
- Ensure that Nuclear Criticality Safety spacing requirements remain uncompromised;
- Inspect locations mandated by the Federal Facilities Compliance Agreement;
- Inspect housekeeping and pathway lighting;
- Inspect for and correct deficiencies at radiological control stations, including checking monitoring equipment calibration dates;
- Inspect fire protection systems; and
- Inspect equipment supporting D&D activities, including power supply systems, overhead cranes, elevators, roll-up doors, and storm drains.

The contractor shall perform facility stabilization activities for BOP facilities. These activities include removal of hazardous process materials/wastes and overall reduction of the hazards associated with the facility. Activities during this phase are intended to support deactivation activities to maintain facility safety envelope and long-term requirements on building infrastructure, including modification and/or changes to facility configuration.

Maintenance activities performed shall consist of the following preventative, predictive, and corrective maintenance including:

- Calibration, testing, and repair of fire suppression systems;
- Repair of siding, covers, roofs, and water control systems;
- Repair of auxiliary power systems and calibration of protective relays;
- Maintenance of potable water and sewage systems;
- Repair and testing of cranes and elevators;
- Maintenance of air systems and temporary space heaters;
- Maintenance of lighting and other electrical components;
- Maintenance of heating, ventilating and air conditioning; and
- Maintenance of restrooms and locker rooms.

C.2.9.48 X-326 Demolition Project (EM.PO.04.04.01.01)

The contractor shall perform X-326 Demolition Project Management activities to provide oversight and management of the X-326 Demolition Project and related activities.

The contractor shall provide project management, management oversight, and technical support for demolition of the X-326 Process Building and shall coordinate planning and demolition activities.

Planning, implementation, and oversight of facility demolition activities shall include the following:

- Support development of required United States Department of Energy (DOE) Capital Asset Project documents and plans;
- Manage the turnover from the X-326 Deactivation and Cold Shutdown to Demolition;
- Manage the execution of the X-326 Facility Demolition bulk Asbestos Containing Materials (ACM) removal scope;
- Manage the execution of the X-326 Facility Demolition Preparatory scope;
- Manage the X-326 Demolition direct hire crews and/or fixed-price subcontracts;
- Manage the execution of the X-326 Demolition Support scope;
- Manage the execution of the X-326 Demolition scope;
- Manage the interface between X-326 Demolition Project, OSWDF, On-Site Waste Transportation;
- Manage the interface between X-326 Demolition Project and Site Support Services;
- Manage the interface between X-326 Demolition Project and activities on the remainder of the site;
- Develop design drawings and documents for installation of support facilities;
- Develop design drawings and documents for water retention berm;
- Establish plans, protocols, and criteria to guide and steer the implementation of demolition activities including facility management and emergency response plans;
- Provide management oversight for demolition field activities, including building demolition, environmental safety and health monitoring, and waste management;
- Establish and implement project controls;
- Establish milestones and maintain project schedules;

- Review, approve, and forecast project costs;
- Maintain the effectiveness of project controls through meetings, reports, and acquisition of feedback about the performance of demolition activities;
- Conduct engineering, technical, and safety evaluations to support demolition activities;
- Conduct monthly project status review meetings with the customer;
- Provide quality assurance for procurement and field assessments;
- Establish subcontracts for demolition activities, as required;
- Administer subcontracts to ensure safe and effective operations;
- Provide administrative support to demolition activities; and
- Develop and implement work packages, plans, and procedures.

The contractor shall maintain, review, modify, and enforce policies and procedures for regulatory and project documentation. The contractor shall maintain DOE-required submittals and modify and update documentation, as required, to streamline demolition operations. The contractor shall ensure project and worker conformance to regulatory requirements, site procedures, and scopes of work.

The contractor shall additionally include preparation of reports, work plans, presentations, and performance metrics to support demolition activities.

The contractor shall perform X-326 Demolition Project Preparatory activities to execute the preparation of the X-326 area to support the X-326 Demolition Project. Initial demolition planning support shall include generation of the DOE Critical Decision (CD)-1, CD-2 and CD-3 documents as well as supporting the regulatory documents including the X-326 Demolition Remedial Design/Remedial Action Work Plan (RD/RAWP). The contractor shall provide all design, management, and performance support services for the Demolition Preparatory Project. This shall include the Construction Laydown Area trailers and work areas, the Access Control Point and Demolition Zone fencing, the Water Run-Off Collection System, the two grey water pumping systems with connections to the IMHR transfer lines, the Load-out Area modifications, and the equipment decontamination area.

The contractor shall coordinate planning activities with the appropriate organizations. The demolition planning, execution, and oversight of construction for the X-326 Preparation support facilities and work areas shall require coordination with various support services. Each activity shall require effort specific work descriptions, project specific procurement packages for all supplies and materials, and a project specific Job Hazard Analysis. An update to the site emergency plan shall also be required for all X-326 Preparation activities. Initial demolition planning support shall include generation of the DOE CD-1, CD-2 and CD-3 documents.

The contractor shall perform work in compliance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Agreements, and the Toxic Substances Control Act Uranium Enrichment Federal Facilities Compliance Agreement (TSCA-UE-FFCA, dated February 20, 1997) for the Portsmouth Gaseous Diffusion Plant. The contractor shall perform work under an approved X-326/X-333/X-330 RD/RAWP in conjunction with the associated X-326/X-333/X-330 Implementation Plan.

The contractor shall comply with applicable DOE Orders and regulatory requirements.
For each of the following activities, the contractor shall generate a unique scope of work description, a Construction Work Plan, a project specific procurement package for all required materials, and a Job Hazard Analysis.

The contractor shall perform the removal of the non-friable ACM after the X-326 facility is declared cold and dark. The power utilities shall be isolated. Supplemental power shall be provided for lighting and ACM removal support equipment. Cell panels and associated caulking shall be demolished mechanically, as demolition debris; no ACM controls shall be required.

Prior to the start of building demolition, exterior non-friable ACM transite panel removal shall be completed.

The contractor shall complete compliant packaging, loading, and labeling and shall verify compliance with the OSWDF WAC. Size reduction, packaging, and disposal of building debris shall be consistent with the OSWDF WAC and performed in accordance with the requirements of the approved work plans, Waste Management Programs and Operations.

The contractor shall perform X-326 Demolition-Bulk ACM Removal activities including the removal, packaging, and staging for disposal of bulk ACM in the X-326 Process Building, including thermal system insulation and asbestos-containing floor tile.

C.2.9.49 X-326 Demolition Support (EM.PO.04.04.01.02)

The contractor shall provide support services for the demolition of the X-326 facility by maintaining the Access Control Area for the demolition site, maintaining and repairing heavy equipment, maintaining and supporting the X-326 Demolition Trailer Complex, including servicing the portable septic tanks.

The contractor shall ensure demolition activities proceed without interruption. The contractor shall comply with the CERCLA Agreements and the Toxic Substances Control Act Uranium Enrichment Federal Facilities Compliance Agreement (TSCA-UE-FFCA, dated February 20, 1997) for the Portsmouth Gaseous Diffusion Plant. The contractor shall perform work in accordance with approved X-326-specific Remedial Design/Remedial Action Work Plan.

Heavy equipment supporting the X-326 demolition shall require routine maintenance and repair. The contractor shall self-perform or subcontract maintenance and repair services. The contractor shall also coordinate access requirements and establish operational facilities.

In order to ensure that radiological contamination is not transferred outside the demolition zone, the contractor shall monitor personnel and equipment exiting the demolition zone. The X-326 Access Control Area trailers shall require routine maintenance and janitorial services including portable toilet rental services. Sanitary waste removal and trailer maintenance shall be required for the support trailer complex.

C.2.9.50 Waste Management Programs Support (EM.PO.05.01.02.01)

The contractor shall establish protocols for the acceptance of non-project wastes and include the identification and development of programmatic documents for universal and recyclable waste acceptance and tracking. This shall include the establishment and maintenance of site pollution prevention initiatives to meet the requirements of the DOE Pollution Prevention Program. Site sustainability goals shall be defined and metrics shall be developed to track and report pollution prevention progress.

The contractor shall:

- Maintain Waste Acceptance/Pollution Prevention Programs to allow for recycling of standard site wastes, monitoring and capturing volumes of wastes diverted into recycle paths through this program, and annual reporting;

- Performance of program management responsibilities for the Waste Acceptance/Pollution Prevention Program, including acquisition and maintenance of equipment and vehicles, routine reporting, and tracking of deliverables; and

- Provide training for all transportation related activities.

The contractor shall provide program support for waste transportation, treatment, and disposal to the PORTS D&D Project, which shall include management functions in support of the Waste Transportation/Treatment/Disposal program. Activities shall include management and oversight of the following:

- Procurement and maintenance of associated vehicles;

- Budgets, plans, procedures, permits, contracts to support transportation;

- Contracts for packaging supplies (e.g., containers, dunnage); and

- Budget, costs, and contracts for waste treatment and/or disposal.

The contractor shall ensure that all waste accepted for disposition at the OSWDF meets established waste acceptance criteria (WAC).

The contractor shall develop measurement methods and implement NDA measurement operations. The NDA program shall be implemented in accordance with the contractual requirements of Quality Systems for Non-Destructive Assay (QSNDA) Characterization.

The contractor shall develop and implement the NDA platforms needed to support characterization of items for nuclear material control and accountability, nuclear criticality evaluations and assessments, surveillance & maintenance, decontamination and decommissioning, and waste transportation and disposition. Work shall be performed in accordance with applicable NDA procedures consistent with QSNDA requirements. The contractor shall include:

- NDA program management, oversight, coordination, and technical support;
- Quality assurance and statistics;
- Information technology services;
- Administration support;
- Project reporting;
- Maintenance and/or rental/lease of equipment and vehicles assigned to the NDA organization, including Government Furnished Equipment (United States Department of Energy [DOE] owned), and general use equipment not assigned to a specific project; and
- Personal protective equipment.

NDA Infrastructure activities shall include the construction/modification of new and existing facilities/structures, purchase and deployment of measurement equipment, ancillary systems, and maintenance.

Infrastructure activities shall include:

- Maintenance labor;
- Measurement instrumentation;
- Operational expenses not specific to a measurement request (e.g. fixtures, storage, office/laboratory supplies);
- Personal protective equipment;
- Traceable calibration standards;
- Operational sources;
- Service contracts;
- Source materials and laboratory services;
- Data management system; and
- Equipment and software procurement which shall be procured in accordance with the Department of Energy (DOE) Guide (G) 414.1-4, *Safety Software Guide*, and QSNDA.

C.2.9.51 Waste Transportation/Treatment/Disposal (EM.PO.05.01.02.02)

The contractor shall perform all activities associated with, packaging procurement and maintenance, handling, and hauling/transportation of waste to various facilities. This includes the transport to off-site treatment and/or storage facilities and movement between the on-site facilities but not to the on-site disposal facility. All packaging and transportation practices shall be in accordance with applicable federal, state, and local regulations and contract requirements. In addition, the contractor shall:

- Load, manifest, and transport waste and materials (on-site between facilities and off-site) for disposition, treatment, storage, recycle, reuse, and/or disposal.

- Procure necessary packaging and carrier services for transport to/from treatment facilities and to disposal facilities.

- Develop appropriate transportation plans, including transportation security plans, for various waste types, obtain appropriate transport permits, and coordinate with DOE transport managers.

On-site transport of waste and material between facilities and storage areas shall be performed in accordance with on-site transportation safety documents and implementing procedures, which are compliant with DOE requirements.

Off-site transport of waste and material shall be performed in accordance with the United States Department of Transportation (DOT), U.S. Nuclear Regulatory Commission, U. S. Environmental Protection Agency, and DOE requirements for disposition, treatment, storage, recycle, reuse, and/or disposal.

The contractor shall complete Surveillance and Maintenance (S&M) for the existing active rail system to facilitate operations of the decontamination and decommissioning (D&D) project as well as the Depleted Uranium Hexafluoride (DUF6) Project. This consists of standard industrial rail refurbishment and maintenance activities. The active rail infrastructure shall be maintained in compliance with DOT Class 1 standards; the inactive portion shall be isolated with no further action taken.

The contractor shall provide waste transportation, which includes loading, manifesting, and transporting waste and materials from various projects for off-site disposition.

The contractor shall provide waste disposal, which includes treatment and/or disposition for waste generated by various projects and the preparation for shipment of process gas equipment, legacy components, hazardous waste, and deposit removal waste.

C.2.9.53 Waste Management NDA Programs (EM.PO.05.01.02.05)

The contractor shall provide nuclear measurement methods, measurement operations, analysis of data, and reporting using instrument platforms to characterize items for nuclear material control and accountability, nuclear criticality safety, D&D, and waste transportation and disposition. The NDA program shall be implemented in accordance with the contractual requirements of Quality Systems for Non-Destructive Assay (QSNDA) Characterization (DOE/PPPO/03-0235&D0).

NDA Infrastructure activities shall include construction/modification of new and existing facilities/structures, purchase and deployment of measurement equipment, ancillary systems, maintenance, and operation of the NDA data management systems.

The contractor shall include Gamma-ray techniques (using high purity germanium systems, sodium iodide systems, Low-Density Waste Assay Monitors, box monitors) and neutron measurements (using helium gas filled detectors).

The infrastructure activities shall include:

- Design, construction, instrumentation, and start-up of the Large Component Measurement System (LCMS) used for ex-situ measurements of large components;
- Development of the program systems and infrastructure, including measurement models, plans, procedures, maintenance, and equipment procurement, to support in-situ NDA of the X-333 Process Gas and Auxiliary Systems to support Nuclear Safety and removal operations;
- Provide instrumentation and maintenance of NDA Systems used throughout the BOP;
- Support and upgrade of existing Operational Instrument Systems;
- Accommodate the support and upgrade of existing Operational Instrument Systems;
- NDA Instrument Systems and equipment maintenance;
- Modeling for measurements of items not excluded;
- Deployment of a X-333 in-situ pipe measurement system;
- Deployment of X-333 PGE component in-situ measurement systems;
- Blue Box and neutron instrumentation moved from X-326 to X-330;
- Gamma measurement stations and portable shielding moved from X-326 to X-330;
- Measurement software;
- Personal protective equipment;

- Traceable to a nationally recognized reference base calibration standards;
- Operational sources;
- Source materials and laboratory services; and
- Data management system.

C.2.9.54 X-326 RCRA Part B Permit (EM.PO.05.01.02.08)

The contractor shall perform S&M of the X-326 RCRA permitted storage area in compliance with the RCRA Part B Permit for storage of hazardous and mixed waste. Seven waste areas in the X-326 Facility have been delineated for RCRA storage: Areas 1, 2, 3, 4, 5, 6, and the "L" Cage, which consists of both the east and the west cage.

The contractor shall include the following:

- Implement applicable requirements for accepting and compliantly storing RCRA waste into permitted storage from 90-day storage areas;

- Verify and characterize RCRA waste (i.e., open, inspect, overpack, repack, and sample waste); and

- Prepare, package, and stage RCRA waste containers for off-site disposition from the permitted storage areas.

The contractor shall perform operations in the X-326 until new storage areas are permitted in the X-330 and X-345. Once permitted areas are established and operational, the contractor shall:

- Provide the final design modifications for the X-345, X-330, and X-705 transfer of waste from the RCRA Part B permitted storage area in the X-326 Process Building; and

- Perform closure activities in X-326 RCRA Part B permitted storage areas, as required under the current permit and Ohio regulations.

Closure of the X-326 RCRA Part B permitted storage area shall require waste to be treated and disposed of or moved to the new RCRA Part B storage areas. The completion milestone for this work shall be achieved when waste in the X-326 RCRA Part B permitted storage area has been either, transferred to a new RCRA Part B permitted storage area on site, or dispositioned off site in accordance with the Site Treatment Plan. The completion milestone additionally requires completion of closure activities identified in the permit.

C.2.9.56 RCRA Permit B Storage Areas (EM.PO.05.01.02.10)

The contractor shall operate the RCRA Storage Areas in X-345, X-330 and X-705, in accordance with the RCRA Part B Permit. The RCRA Storage Area in X-345 shall contain mixed waste (waste with RCRA and radiological constituents) with U-235 assays greater than or equal to 10%. TSCA or mixed waste with assays in this range shall also be stored in these areas as necessary. The RCRA Part B Permit in X-330 is for the storage of RCRA waste with U-235 assays less than 10%.

Waste segregation shall be an integral part of the design and operation of the RCRA waste storage units. Containers within these units shall be closed and stored in appropriate areas and meet labeling and spacing requirements.

C.2.9.57 Relocation/Disposition X-326 Accountable Material (EM.PO.05.01.02.11)

The contractor shall perform activities to complete relocation of all accountable material from X-326 by establishing accountable material storage areas in the X-330 and X-345 facilities and transferring material to the new areas.

The contractor shall:

- Determine the populations of the X-326 accountable nuclear material to be transferred to X-330 and X-345, and the population to be dispositioned off-site.

- Upgrade the X-330 and X-345 storage locations to meet Nuclear Criticality Safety Analysis (NCSA) and Authorization Basis requirements for storage of accountable nuclear material, which includes, but is not limited to the following:

    - Design work flow plans;

    - Design negative air enclosures;

    - Prepare the storage areas;

    - Relocate two negative air enclosures; and

    - Test the negative air enclosures and bring them online;

- Relocate material identified as “Lot 18C Processed” and “Lot 19” from X-326 to X-744G;

- Relocate remaining accountable materials to approved storage locations in X-330 and X-345, in accordance with the NCSA and updated Authorization Basis requirements. Containers with assays greater than or equal to 10% shall be relocated to X-345, and containers with assays less than 10% shall be relocated to X-330;

- Update the PORTS Material Accountability System to identify the accountable nuclear material and the new storage locations; and

- A written report of completion shall be delivered to DOE;

The contractor shall perform activities to disposition off-site all accountable materials from X-326 with the exception of “Lot 18C Processed,” and “Lot 19,” and RCRA Part B, Storage Area Accountable Material. The contractor shall:

- Perform waste characterization for materials to be dispositioned; and

- Repackage waste as required.

This work scope is expected to be complete by the end of this 30 month contract.

C.2.9.58 Waste Operations (EM.PO.05.01.02.12)

The contractor shall manage waste and accountable material stored in the X-330 prior to disposition. Activities shall include sorting and segregating miscellaneous secondary waste from site wide facility operations for off-site shipment. Additionally, sorting and segregation activities will also be performed in the XT-847.

The contractor shall adhere to nuclear safety, security, and accountability requirements for storage of special nuclear material as well as area inspections and area maintenance to maintain the area in compliance with Hazard Category 2 Nuclear Facility requirements.

The tasks include:

- Receive waste from the X-326 or other areas with an assay of less than 10% U-235;
- Surveillance and maintenance of accountable material, including daily inspections, periodic inventories, and surveillances;
- NDA measurements required for Nuclear Material Control and Accountability (NMC&A);
- NMC&A reports;
- Plan and procedure maintenance;
- Status reports shall be submitted to DOE;
- Maintenance or procurement of equipment and vehicles; and
- Sort and segregate secondary waste from operations across the site that requires off-site transport and disposal.

The contractor shall perform activities for the recycling, sanitary waste programs, and waste operations in X-744L. The contractor shall stage and collect containers for sanitary recycle of materials (aluminum cans, plastic bottles, and cardboard), which includes:

- Sorting;
- Re-containerizing;
- Spot-checking for non-compliant items and radiological material; and
- Coordinating the pickup and transfer of full containers with the recycle vendor.

The contractor shall evaluate recycling waste/materials from the PORTS D&D Project including a thorough trade-off analysis of the economic, health, safety, and waste volume benefits, as well as approaches for minimizing the generation of secondary wastes.

The contractor shall manage waste/accountable material stored in the X-345 prior to disposition. The contractor shall adhere to nuclear safety, security, and accountability requirements for storage of special nuclear material as well as area inspections and area maintenance to maintain the area in compliance with Hazard Category 2 Nuclear Facility requirements.

The tasks include:

- Receive waste from X-326 or other areas greater than or equal to 10 assay U-235;
- Perform surveillance and maintenance of accountable material, including daily inspections, periodic inventories, and surveillances;
- Submit NMC&A reports;
- Maintain plans and procedures; and
- Provide status reports to DOE.

C.2.9.64 Uranium Management Center Disposal Lots (EM.PO.05.02.01.01)

The contractor shall implement the activities necessary to disposition uranium materials for off-site transportation and disposal and is to include the following:

- UMC Lot 11A2b (393 drums containing uranium metal ingots, debris, and miscellaneous pieces).

The contractor shall develop nuclear safety documentation, work control documentation, and the appropriate NNSS waste profiles. After confirmatory NDA assays for criticality evaluations, the containers shall be weighed and staged for transportation and disposal.

Secondary waste generated, such as vermiculite and expired packaging, shall be disposed of at a DOE-designated disposal site, based upon the activity level, WAC, material configuration, and best price to the government.

C.2.9.65 Small Cylinder Projects (EM.PO.05.02.01.02)

The contractor shall characterize, process, and disposition 173 of the available population of small UF_6 cylinders.

The contractor shall include the cleaning, testing, and S&M of small UF_6 cylinders performed. Additional activities include:

- Cylinder transfer and handling;
- Waste characterization;
- Waste certification; and
- Annual calibration and maintenance of the X-710 laboratory scales and the X-710 jib crane in the subsampling lab.

C.2.9.66 Large Cylinder Projects (EM.PO.05.02.01.03)

The contractor shall conduct S&M of the UF_6 cylinders stored in the cylinder yards and transfer of natural and normal UF_6 from thin-walled to thick-walled cylinders. The contractor shall include all activities necessary to support preparation and shipping of the completed cylinders, including, but not limited to the following:

- Handling and receipt of 48g, 48h, and 48hx feed cylinders;
- Transfer of UF_6 from thin-walled to thick-walled cylinders;
- Analysis and preparation of certificate of quality and quantity;
- Quality assurance inspections and code inspection;
- Loading and transportation of cylinders;
- PM and CM of autoclaves, cranes, and cylinder handling equipment;
- S&M Program;
- Cleaning and hydrostatic testing of small cylinders used to support laboratories and cold traps;
- Project close out, records management and equipment disposition; and
- Ship/receive 267 UF_6 cylinder from PAD to PORTS.

The UF_6 Cylinder S&M includes NMC&A inventory, cylinder inspection, radiological survey, monitoring, cylinder yard management, and maintenance of UF_6 cylinder handling equipment. The contractor shall also include minor spill response activities and routine cleaning and decontamination.

The large cylinder heels consolidation processing shall include the activities and resources to recover a significant amount of UF_6 from the processed barter cylinders partial cylinders (heavy heel). The X-342 UF_6 heel recovery shall include, but is not limited to the following:

- Management of the X-342/344 Facility;
- Training and qualification of X-342/344 Chemical Operators and support personnel;
- Transfer and handling of UF_6 cylinders;
- Loading/and transfer of heels to a Department of Transportation (DOT) 48Y heavy-walled cylinder using the X-342 autoclave and cold boxes;
- Transfer of filled 48Y cylinders to X-344 and placement of emptied cylinders to storage yard;

- Homogenizing (thorough mixing) and sampling of the filled 48Y cylinders in X-344;
- Laboratory analysis and preparation of the Certification of Quality and Quantity (CQQ);
- Staging of the filled cylinders in the cylinder yard for transfer via the barter program;
- PM and CM of the X-342 autoclaves, cold boxes, cranes, scales, and cylinder handling equipment; and
- Transfer empty heel cylinders to cylinder yard for later disposition.

C.2.9.68 Nuclear Operations and Programs (EM.PO.05.02.01.05)

The contractor shall provide project management, oversight, and senior technical/administrative support for planning and implementation of the disposition of surplus uranium for Nuclear Operations. Activities shall include, but are not limited to the following:

- Coordination of work planning and execution;
- Field oversight and surveillance;
- Progress reports to DOE;
- Budget analysis (including EVM);
- Approval of purchase requisitions; and
- Maintain regulatory and project documentation.

The contractor shall operate and maintain the X-705 as an operationally ready Hazard Category 2 Nuclear Facility. Staffing shall remain at an operationally ready level for O&M of the building. Deposit removal for components from the process facilities shall be performed in the X-705 South Annex or other appropriate facility.

Activities performed in or based out of X-705 include:

- X-700 Biodenitrification (Bio-D) facility operations;
- Changing cylinder valves;
- Washing and hydrostatic testing cylinders;
- Stabilizing material and waste;
- Recovering material;
- Cleaning and maintaining contaminated equipment;
- Preparing waste and materials for shipment;
- Field-decontaminating the cascade, X-340 Complex, and Balance of Plant tanks and cylinders; and
- Supporting pickup and delivery of accountable waste containers, samples, and cylinders.

The contractor shall operate and maintain the X-744G and X-345 facilities by performing the following activities in order to maintain the facilities as Hazard Category 2 nuclear facilities in an operationally ready state:

- Perform facility walk-downs;
- Conduct inventories of material and waste within the facilities, per the Nuclear Material Control and Accountability Program;
- Perform surveillances for building operations and conditions;
- Carry out maintenance for non-operations activities;
- Direct NDA measurements; and
- Confirm weights and other scale activities.

The following are compliance requirements relative to X-744G and X-345 operations:

- Documented Safety Analysis and technical safety requirements documents; and
- Nuclear material control and accountability inventory control requirements.

C.2.9.70 Cell 4 Liner Design (EM.PO.05.06.01.01)

The contractor shall perform a detailed design for preparation of certified-for-construction (CFC) design documents and procurement/bid packages, to support construction of OSWDF Cell 4 as part of a Capital Asset Project. The contractor shall produce approved design documentation necessary for permitting, procurement, construction, testing, readiness to operate, and turnover to operations, thus meeting the requirements of final design, as defined by DOE O 413.3B. This design supports construction of OSWDF Cell 4, Valve House 4, and Cell 4 Monitoring Wells. The contractor shall perform engineering management and quantity and cost estimates for the following CFC design documents:

- CFC Package 1 – OSWDF Cell 4 Liner and Valve House 4, which includes CFC design documents, including construction drawings, technical specifications, and support plans, for construction of Cell 4 Liner and Valve House 4; and

- CFC Package 2 – OSWDF Cell 4 Monitoring Wells, which includes CFC design documents, including construction drawings, technical specifications, and support plans, for construction of OSWDF Cell 4 Monitoring Wells, including bollards.

The contractor shall prepare the following procurement/bid packages:

- Geosynthetic clay liner (GCL);

- Geomembrane line (GML);

- Geotextiles;

- Penetration Boxes;

- Drainage layer materials;

- GML leak-detection testing;

- OSWDF Cell 4 Monitoring Wells construction; and

- Cell 4 Liner and Valve House 4 construction.

The contractor shall perform project management of OSWDF Cell 4 Liner as part of a Capital Asset Project (CAP). The contractor shall plan, implement, monitor, and report the cost and schedule performance; maintain, review, modify, and ensure adherence to plans, policies, and procedures; and manage the OSWDF project activities for engineering/design, procurement/contracts, construction, project controls, safety, security, radiological control, and other support functions.

The contractor shall plan, oversee, and provide project management and interdivisional coordination for activities related to OSWDF Cell 4 Liner and Infrastructure with programmatic support from Program Management. The contractor shall incorporate the core functions and principles of the Integrated Safety Management System into all aspects of the OSWDF Cell 4 Project. The contractor shall maintain,

review, modify, and enforce plans, policies, and procedures and shall provide an interface with project stakeholders (e.g., DOE, the Ohio EPA, Site Specific Advisory Board). The contractor shall coordinate and support design reviews and execute the Earned Value Management System employed across the PORTS D&D Project. The contractor shall prepare and maintain a critical-path schedule and resource loaded schedule and shall support the FY work plan process for work to be performed each FY. The contractor shall identify, quantify, and mitigate project scope, cost, and schedule risks as part of the OSWDF Risk Management Plan and implement a configuration management process to control changes to physical configuration. The contractor shall implement the Quality Management Plan employed across the PORTS D&D Project. The contractor shall coordinate OSWDF planning and design requirements with DOE and DOE Prime Contractors to establish the impact of the OSWDF Project on other site services and contractors. The contractor shall execute the project closeout, turnover, and certification activities specific to the OSWDF.

C.2.9.71 Cell 4 Liner Construction (EM.PO.05.06.01.02)

The contractor shall perform Construction Management OSWDF Cell 4 Liner as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to provide construction oversight for activities for OSWDF Cell 4.

The contractor shall be responsible for performance of site preparation, construction, procurement support, and other work within the overall OSWDF scope. The contractor shall manage construction elements for:

- OSWDF Cell 4 site preparation.

The contractor shall manage and oversee OSWDF Cell 4 activities as part of a Capital Asset Project until construction closeout activities are complete. The contractor shall follow approved procedures.

The contractor shall provide Stakeholder interface specifically related to construction management (DOE, Environmental Technical Services Contractor, Ohio Environmental Protection Agency, and other jurisdictional agencies). The contractor shall perform surface water management, including installation and maintenance of erosion and sediment controls. The contractor shall provide management of construction survey including development of final as built drawings and a report of the deviations from the construction drawings to the as-built drawings.

The contractor shall manage and oversee Site Preparation OSWDF Cell 4 activities as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to perform site preparation for the OSWDF Cell 4 Liner, Valve House 4, and Cell 4 Monitoring Wells. The contractor shall submit construction drawings, technical specifications, and support plans for the Site Preparation OSWDF Cell 4 activities for DOE approval.

The contractor shall perform:

- Sound monitoring;
- Subsurface surveys;
- Dewatering and dust control;
- Earthwork for the Cell Liner 4 and Valve House 4, including excavation to subgrade, fill, and grading;
- Removal of the 720 sandstone where it has been identified to be within 10 feet of the bottom of the leveling course excavation and within the limits of impacted material (waste) of OSWDF Cell 4;
- Removal of the 720 sandstone where it has been identified within the limits of the Valve House excavation;
- Filling, as required, to subgrade elevation;

- Screening of clay material;
- Installation and maintenance of roads, construction accesses, access ramps and placement of crushed rock (aggregate) surfacing as needed;
- Construction of drainage ditches and placement of rock fill, as required;
- Seeding/vegetation, as required; and
- Installation of OSWDF Cell 4 Monitoring Wells.

C.2.9.72 Cell 4 Liner Project Support (EM.PO.05.06.02.01)

The contractor shall plan, schedule, resource, and accomplish the activities necessary to obtain DOE-Headquarters (HQ) CD-0/1 and CD-2/3 approvals for the scope of the OSWDF CAP-2 Project. The contractor shall develop and submit CD-0/1 and CD-2/3 documentation to DOE-HQ for review and comment, incorporate DOE-HQ comments, and obtain DOE-HQ approval of CD documentation. The contractor shall support the DOE-HQ review process for CD-0/1 and CD-2/3 approvals.

C.2.9.73 Cell 5 Liner Design (EM.PO.05.06.03.01)

The contractor shall perform project management of OSWDF Cell 5 Liner as part of a Capital Asset Project (CAP). The contractor shall plan, implement, monitor, and report the cost and schedule performance; maintain, review, modify, and ensure adherence to plans, policies, and procedures; and manage the OSWDF project activities for engineering/design, procurement/contracts, construction, project controls, safety, security, radiological control, and other support functions.

The contractor shall manage and oversee OSWDF Cell 5 activities as part of a Capital Asset Project until project closeout activities are complete.

The contractor shall:

- Plan, oversee, and provide project management and interdivisional coordination for activities related to OSWDF Cell 5 Liner and Infrastructure with programmatic support from Program Management;
- Incorporate the core functions and principles of the Integrated Safety Management System into all aspects of the OSWDF Cell 5 Project;
- Provide an interface with project stakeholders (e.g., DOE, the Ohio EPA, Site Specific Advisory Board), as needed;
- Coordinate and support design reviews;
- Execute the Earned Value Management System employed across the PORTS D&D Project;
- Implement an Acquisition Plan for subcontracted scopes of work;
- Prepare and maintain a critical-path schedule and resource loaded schedule;
- Support the FY work plan process for work to be performed each FY;
- Identify, quantify, and mitigate project scope, cost, and schedule risks as part of the OSWDF Risk Management Plan;
- Implement a configuration management process to control changes to physical configuration;
- Implement the Quality Management Plan employed across the PORTS D&D Project; and
- Coordinate OSWDF planning and design requirements with DOE and DOE Prime Contractors to establish the impact of the OSWDF Project on other site services and contractors.

The contractor shall perform detailed design for preparation of certified-for-construction (CFC) design documents and procurement/bid packages, to support construction of OSWDF Cell 5 as part of a Capital Asset Project.

The contractor shall produce approved design documentation necessary for permitting, procurement, construction, testing, readiness to operate, and turnover to operations, thus meeting the requirements of final design, as defined by DOE O 413.3B. This design supports construction of OSWDF Cell 5, Valve House 5, and Cell 5 Monitoring Wells. This includes engineering management, preparation of CFC design documents, and preparation of procurement/bid packages.

The contractor shall prepare the following CFC design documents:

- CFC Package 1 – OSWDF Cell 5 Liner and Valve House 5 – which includes CFC design documents, including construction drawings, technical specifications, and support plans, for construction of Cell 5 Liner and Valve House 5; and

- CFC Package 2 – OSWDF Cell 5 Monitoring Wells – which includes CFC design documents, including construction drawings, technical specifications, and support plans, for construction of OSWDF Cell 5 Monitoring Wells, including bollards.

C.2.9.74 Cell 5 Liner Construction (EM.PO.05.06.03.02)

The contractor shall perform site preparation of OSWDF Cell 5 as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to perform site preparation for the OSWDF Cell 5 Liner, Valve House 5, and Cell 5 Monitoring Wells. The contractor shall submit construction drawings, technical specifications, and support plans for approval by DOE. The contractor shall perform:

- Sound monitoring;
- Subsurface surveys;
- Dewatering and dust control; and
- Installation of OSWDF Cell 5 Monitoring Wells.

C.2.9.121 OSWDF Regulatory Documents (EM.PO.07.01.01.01)

The activities herein are specific to the OSWDF Cell 1 Liner Construction Project (i.e., Capital Asset Project No. 1 [CAP-1]). The activities are relevant through Critical Decision (CD)-4 approval in order to isolate capital asset project (CAP) costs in accordance with DOE Order (O) 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. This also includes regulatory documentation in support of future Capital Asset Projects.

The contractor shall prepare documents to complete work in accordance with the Record of Decision (ROD) for the OSWDF and the removal of the X-114A structures in accordance with the PB ROD.

The contractor shall develop and submit for review/concurrence the X-114A Firing Range RD/RA Completion Report.

The contractor shall complete the following OSWDF Regulatory Documents related activities:

- Provide for overall management of the function, development, and communication of CERCLA regulatory policy, and management of the interface between the projects and DOE, regulatory agencies, and the public;

- Prepare and gain regulatory approval of CERCLA and DFF&O required work plans, necessary to plan development of remedial design and remedial action plans and activities required to support:

    - Design, construction and operation of the OSWDF; and

    - Completion of other commitments in the Waste Disposition ROD related to the OSWDF.

The contractor shall follow and comply with the April 13, 2010 Director`s Findings and Final Orders (DFF&O) for the waste disposition study of the PORTS site and the requirements of the approved Waste Disposition Remedial Investigation/Feasibility Study (RI/FS) and Record of Decision (ROD). The contractor shall implement the RD/RA process as required for the disposal of the building debris generated during D&D, residual soil adjacent to the facilities that shall undergo D&D, and contaminated soil to be used as fill in the OSWDF. This includes the following key elements:

- Assist DOE in regulatory approach planning and interface with Ohio EPA and U.S. EPA;

- Determine the number and scope of RD/RA related documents;

- Manage the interface between the D&D field projects and DOE, regulatory agencies, and the public;

- Ensure the regulatory approach is focused on safe, compliant operations and delivers the earliest possible start to D&D under CERCLA;

- The Comprehensive OSWDF RD/RA Work Plan shall address the general remedial design and remedial action requirements for onsite waste disposition as necessary to support the schedule for the overall OSWDF project at a high level;

- Completion Reports/Letters shall be prepared as needed for each OSWDF construction action with milestones and shall require Ohio EPA concurrence and/or approval as applicable; and

- A WAC Implementation Plan shall be developed to specify the requirements for acceptance of waste into the OSWDF and the steps that generator projects must take to prepare waste for transport and disposal in the OSWDF. The WAC Implementation Plan shall require Ohio EPA approval.

C.2.9.122 OSWDF CAP-1 Project CD and DAS Process (EM.PO.07.01.01.02)

The contractor shall plan, schedule, resource, and accomplish the activities required to obtain DOE-HQ CD-2, CD-3, and CD-4 approvals for the scope of the OSWDF CAP-1 project. In order to meet the PORTS D&D Project objective of initiating waste placement as early as possible, the contractor shall execute the OSWDF Project based on a tailoring strategy, consistent with the requirements of DOE O 413.3B.

The contractor shall perform the OSWDF CAP-1 Project activities which include the design and construction of an engineered disposal cell with a multi-layer liner (i.e., Cell 1) and leachate collection, transmission, and treatment systems. The contractor shall prepare the site and support facilities required to make the OSWDF CAP-1 Project operational. This includes, but is not limited to haul roads, surface water management and treatment systems, distribution of utilities such as raw water and electrical power, and deactivation and demolition of the X-114A facility.

The contractor shall gain CD-2, CD-3, and CD-4 approvals and shall prepare planning support documents in compliance with DOE O 413.3B. The contractor shall comply with DOE O 413.3B and shall provide CD-4 to DOE for approval prior to the start of waste placement in each cell of the OSWDF.

The contractor shall:

- Develop and submit CD-2, CD-3, and CD-4 documentation to DOE-HQ for review and comment, incorporate DOE-HQ comments, and obtain DOE-HQ approval of CD and project closeout documents.

- Support the DOE-HQ review process for CD-2, CD-3, and CD-4 approvals, and project closeout documents.

The contractor shall develop and submit a Final Disposal Authorization Package for DOE approval to meet the requirements of DOE O 435.1, Radioactive Waste Management, and to obtain Disposal Authorization from DOE for operation of the OSWDF. The Final Disposal Authorization Package shall be comprised of the following documents:

- Performance Assessment (PA) - DOE O 435.1 requires a site-specific radiological performance assessment to be prepared and maintained for DOE low-level waste disposal facilities constructed after September 26, 1988. The PA shall include calculations for a 1,000-year period after closure of potential doses to representative future members of the public and potential releases from the facility. This assessment shall provide a reasonable expectation that the performance objectives in the Order are not exceeded as a result of operation and closure of the facility. [Note: The PA and CA are combined in a single document.] Performance assessments will:

    - Address reasonable foreseeable natural processes that might disrupt barriers against release and transport of radioactive materials;

    - Include a sensitivity/uncertainty analysis;

  - Include a demonstration that projected releases of radionuclides to the environment will be maintained as low as reasonably achievable (ALARA); and

  - Include an assessment of impacts calculated for a hypothetical person assumed to inadvertently intrude for a temporary period into the low-level waste disposal facility.

- Composite Analysis (CA) - DOE O 435.1 requires a site-specific radiological CA to be prepared and maintained that accounts for all sources of radioactive material that may be left at the DOE site. Other radioactive sources must be considered because they may interact with the low-level waste disposal facility, contributing to the dose projected to a hypothetical member of the public from the existing or future disposal facilities.

- Preliminary Closure Plan - As part of a separate OSWDF Design effort, an Operations and Maintenance Plan shall be prepared that includes a description of how the disposal facility will be closed to achieve long-term stability and minimize the need for active maintenance following closure. These documents shall assure the final Closure Plan demonstrates that the closed facility comply with the requirements of DOE O 458.1, Radiation Protection of the Public and the Environment. These documents shall include the total expected inventory of wastes to be disposed of at the facility during its operational life.

- PA and CA Maintenance Plan - The PA and CA shall be maintained to evaluate changes that could affect the performance, design, and operating bases for the facility. PA and CA maintenance shall include the conduct of research, field studies, and monitoring needed to address uncertainties or gaps in existing data.

- Monitoring Plan - The site-specific PA and CA shall be used to determine the media, locations, radionuclides, and other substances to be monitored, and shall be designed to include measuring and evaluating releases, migration of radionuclides, disposal unit subsidence, and changes in disposal facility and disposal site parameters which may affect long-term performance. The monitoring plan shall be capable of detecting changing trends in performance to allow application of any necessary corrective action prior to exceeding the performance objectives.

C.2.9.124 OSWDF Pre-Startup Monitoring and Maintenance (EM.PO.07.01.01.04)

The contractor shall perform OSWDF monitoring activities prior to start-up and turnover to Operations performed in accordance with the OSWDF Monitoring Plan. The contractor shall monitor various environmental media prior to turnover to Operations, including groundwater, air, and surface water. Monitoring requirements shall include rationale and regulatory criteria; monitoring locations; types of monitoring; monitoring frequency and parameters; procedures for laboratory analyses; quality assurance/quality control requirements; and reports and records. Monitoring shall continue during operation.

The contractor shall perform the following activities:

- Monitor groundwater around the OSWDF perimeter, including horizontal monitoring wells and OSWDF monitoring wells, to detect the presence of chemical or radiological contamination;

- Air monitoring for total uranium, and radionuclides, with stationary air monitors;

- Surface water monitoring for erosion and sediment controls;

- Annual camera/video surveillance of Leachate Collection System (LCS) and Leak Detection System (LDS);

- Analytical work shall be performed at on- or off-site laboratories that have the required certifications, capacity, and demonstrated ability to perform the analytical work; and

- Monitoring, reporting, tracking, trending, and evaluating enforcement and compliance activities associated with environmental media shall be conducted.

The contractor shall establish NPDES surface water monitoring location(s) and perform NPDES sampling on a bi-weekly basis at the outfalls identified in the NPDES permits. The contractor shall maintain and inspect OSWDF Intermediate Cover Systems.

The contractor shall provide OSWDF support and utility operations for the OSWDF site construction support facilities, including preparation of an S&M Plan or revision to existing plans and procedures; performance of S&M activities; and performance of operation and maintenance activities to the construction support infrastructure facilities. These activities include access roads, sedimentation and detention ponds, surface water storm sewers, utilities, perimeter fencing, and temporary construction trailers servicing the OSWDF.

The scope of the WBS element includes the following.

- Maintenance organization management and training;

- Preparation of S&M Plans or revisions to existing plans and procedures for support utilities and facilities, including housekeeping, inspections, repairs, testing, calibration, and preventative,

predictive, and corrective maintenance for the following:

- Construction power, including power lines, transformers, and pole mounted lighting;
- Surface water storm sewers, including sedimentation and detention basins, culverts, ditches, drop inlets/catch basins, and other appurtenances;
- Trailers, including trailers and kiosk(s), utilities (interior/exterior), and portable sanitary facilities;
- Communications transmission lines;
- Perimeter fence and gates;
- Site access control facilities;
- Time lapse cameras;
- GPS Station; and
- Operation of the following support utilities.

- Maintenance of support utilities and facilities, including inspection, repairs, testing, calibration and preventive/predictive/corrective maintenance for the following:
  - Construction power, including power lines, transformers, and pole mounted lighting;
  - Surface water storm sewers, including sedimentation and detention basins, culverts, ditches, drop inlets/catch basins, and other appurtenances;
  - Trailers, including trailers and kiosk(s), utilities (interior/exterior), and portable sanitary facilities;
  - Communications transmission lines;
  - Perimeter fence and gates;
  - Site access control facilities; and
  - Communications transmission lines.

- Site services, including the following
  - Access roads and parking lot maintenance;

- Mowing and landscape maintenance;
- Snow and ice removal;
- Construction support facility housekeeping; and
- Trash removal.

C.2.9.125 Engineering Design Services Procurement (EM.PO.07.01.01.05)

The contractor shall perform engineering design services to support the On-Site Waste Disposal Facility (OSWDF) project. The work performed by the contractor is part of a Capital Asset Project, as defined by DOE O 413.3B, Program and Project Management for the Acquisition of Capital Assets, for the PORTS D&D Project. The contractor shall procure design subs to support the OSWDF project.

The contractor shall provide procurement of:

- Engineering design services for the East and West Heavy Equipment Maintenance Buildings;
- Engineering design services for the OSWDF Access Road and Raw Water Line;
- Engineering design services for the Impacted Material Transfer Area (IMTA) Haul Road and Support Facilities; and
- Engineering design services for the Wheel-Wash Facility.

C.2.9.126 OSWDF Design (CLIN0002) (EM.PO.07.01.02.01)

The contractor shall revise the calculations, design drawings, technical specifications, and support plans based on formal comments from DOE and Ohio EPA for the OSWDF Final (100%) Design. The contractor shall also perform quantity estimates based on the Pre-Final (90%) Design Package and interfacing with project stakeholders, including regulatory agencies, as needed, to support the regulatory concurrence with the OSWDF design. The contractor shall prepare the OSWDF Final (100%) Design.

The contractor shall prepare engineering studies and work plans in support of the Final OSWDF Design. The contractor shall prepare/complete OSWDF engineering studies/work plans for the Geomembrane Liner/Cap Leak Detection Study and Construction Materials Source Evaluation Work Plan, and prepare and provide responses to reviews of these documents by the contractor, DOE, and Ohio EPA.

The contractor shall provide all deliverables to DOE including:

- Soil/Geosynthetic Direct Shear Testing Program Final Report; and
- Construction Materials Source Evaluation Work Plan.

C.2.9.127 OSWDF Design (CLIN0004) (EM.PO.07.01.02.02)

RESERVED

C.2.9.129 Infrastructure Construction (EM.PO.07.01.03.02)

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform site preparation for OSWDF Infrastructure Phase 1, in accordance with construction drawings, technical specifications, and support plans, that have been submitted to and approved by DOE.

The specific activities to be completed by the contractor in support of site preparation for OSWDF Infrastructure Phase 1 include the following:

- Land survey and construction layout;
- Sound monitoring;
- Subsurface utility location surveys in areas likely to contain underground utilities or structures;
- Dewatering and dust control;
- Four portable toilets in the temporary construction trailer area, including toilet maintenance;
- Installation of four time-lapse cameras;
- Installation of project signage;
- Installation of a GPS Base Station;
- Earthwork, including grubbing, topsoil stripping, excavation, filling, stockpiling, grading, subgrade preparation, trenching, and backfilling for the following:
    - OSWDF Access Road and other access roads and ramps;
    - Sedimentation and Detention Ponds 2, 3 and 4 including inflow and outfall structures, fencing and gates;
    - Construction offices and parking area;
    - Screening, soil stockpile, and laydown areas;
    - East Heavy Equipment Maintenance Building;
    - Booster Pump Station;
    - Access Control Facility area;
    - Temporary Water Filling Station 1; and

    - OSWDF Interim Leachate Treatment System area;

- Placement of topsoil as required;
- Seeding and vegetation as required;
- Installation of screening equipment for clay material screening;
- Installation of storm drains, culverts, and inlets and outfall structures during construction;
- Maintenance of storm drains, culverts, and drop inlets during construction until turnover to the Utilities Support Organization;
- Placement and maintenance of aggregate surfacing material in specified areas;
- Installation of Raw Water Line including Booster Pump Station, Water Filling Stations 1, and associated raw water line tie-ins;
- Installation of six trailers in the temporary construction trailer area, including furniture described in the contract documents;
- Installation of construction power and communications;
- North Access Road widening/improvements, including paving, signage, and striping;
- Base course placement and asphaltic concrete paving, including signage and striping, of the OSWDF Access Road, from North Access Road per design;
- Installation of the Access Control Facility Trailer and accessories, including furniture, gates, jersey barriers, card readers, drop bars, and traffic barriers and delineators; and
- Maintenance of mulch stockpiles left by stump grinding activities during grubbing.

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform OSWDF Construction Infrastructure Phase 1, in accordance with construction drawings, technical specifications, and support plans, that have been submitted to and approved by DOE.

The specific activities to be completed by the contractor in support of OSWDF Construction Infrastructure Phase 1 include the following:

- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Dewatering and dust control;

- Installation of perimeter fence and gates including tie-ins with perimeter fencing installed in OSWDF Site Preparation Infrastructure Phase 1;
- Extension of the Communication System and connection with the Access Control Facility Trailer;
- Installation and maintenance of aggregate surfacing material in specified areas;
- Maintenance of roads throughout the construction area;
- Installation and maintenance of storm drains, culverts, and drop inlets that were not installed during OSWDF Site Preparation Infrastructure Phase 1, as required;
- Subscribe prep of clay processing area
-
- Placement of topsoil as required; and
- Seeding and vegetation required.

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform site preparation for OSWDF Infrastructure Phase 2, in accordance with construction drawings, technical specifications, and support plans that have been submitted to and approved by the DOE.

The specific activities to be completed by the contractor in support of site preparation for OSWDF Infrastructure Phase 2 include the following:

- Sound monitoring;
- Subsurface utility location surveys in areas likely to contain underground utilities or structures;
- Dewatering and dust control;
- Installing and providing power to two air monitors;
- Earthwork, including grubbing, topsoil stripping, excavation, filling, stockpiling, grading, subgrade preparation, trenching, backfilling, and compaction for the following:
    - Fog Road overpass;
    - Impacted Material Transfer Area (IMTA);
    - IMTA Haul Road, from PORTS Perimeter Road to IMTA and from the IMTA to the OSWDF, within the cell footprint;
    - IMTA Load-Out Area;

  - Radiological Access Control Facility;
  - West Heavy Equipment Maintenance Building;
  - Leachate and impacted surface water collection areas;
  - Parking areas;
  - Wheel Wash Facility;
  - Raw Water Line Phase 3;
  - Construction power and communication areas;
  - IMTA Contractor Area/Cell Placement Complex;
  - Truck Scale area;

- Installation and maintenance of temporary aggregate surfacing material in specified areas;
- Placement of topsoil as required; and
- Seeding and vegetation as required.

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform construction of OSWDF Infrastructure Phase 2, in accordance with construction drawings, technical specifications, and support plans that have been submitted to and approved by the DOE.

The contractor shall include the following activities:

- Sound monitoring;
- Subsurface surveys as needed to support penetration permitting in accordance with site procedures;
- Dewatering and dust control;
- Installation/construction of the Fog Road overpass;
- Construction of the Impacted Material Transfer Area (IMTA), including aggregate drainage and surface layers, geotextile cushion, geomembrane liner, levelling layer and clay liner;
- Construction of the IMTA Haul Road, from the PORTS Perimeter Road to the IMTA including removal and modification of existing road base (North Access Road), and from the IMTA to the On-Site Waste Disposal Area (OSWDF) (within the cell footprint);

- Construction of the IMTA load-out area;
- Installation of the Radiological Access Control Facility;
- Construction of leachate and impacted surface water collection, conveyance, storage, and discharge systems (including fencing);
- Construction of parking areas;
- Installation of the Wheel Wash Facility;
- Installation of the Raw Water Line to Wheel Wash Facility;
- Removal, modification, and reinstallation of existing truck scale;
- Construction Power (Phase 3), including the following activities:
    - Install overhead power to the IMTA Trailer Area, IMTA, IMTA Haul Road, IMTA Haul Road and IMTA Security Fence lighting, and Wheel Wash Facility; and
    - Connect power to trailers in the IMTA Trailer Area, the West Heavy Equipment Maintenance Building, lift stations at impacted surface water tank areas, IMTA Leachate Tank area, and overhead/yard lighting;
- Communications systems hookup;
- Construction of the IMTA Contractor Area/Cell Placement Complex;
- Installation of Infrastructure Phase 2 trailers; and
- Installation of permanent security fencing, including lighting, around the IMTA and IMTA Haul Road, from the PORTS Perimeter Road to OSWDF Cells 1, 4, and 5.

C.2.9.130 Cell 1 Liner & North LTS Construction (EM.PO.07.01.03.03)

The contractor shall plan, schedule, resource, and accomplish the activities necessary to perform site preparation for the OSWDF Cell 1 Liner and North Leachate Transmission System (LTS) from Valve House 1 to the OSWDF Interim Leachate Treatment System (ILTS) Lift Station. This includes site preparation for Valve House 1, in accordance with DOE approved construction drawings, technical specifications, and support plans.

The contractor shall include excavation, trench-bottom stabilization/improvement, filling and grading, aggregate material placement, clay material screening, and other construction support activities.

The contractor shall be responsible for the following activities:

- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Dewatering and dust control;
- Placement of dewatering systems (sump pumps, diversion channels, etc.) to discharge water from excavation and work areas during construction, as required;
- Earthwork for the Cell 1 Borrow Area;
- Filling, as required, to subgrade elevation;
- Screening of clay material;
- Installation of monitoring wells;
- Installation of air monitors;
- Installation and maintenance of roads, construction accesses, and access ramps, and placement of crushed rock (aggregate) surfacing, as needed;
- Construction of drainage ditches and placement of rock fill, as required;
- Earthwork, including excavation, fill, and grading for the North LTS corridor, from Valve House 1 to the North Lift Station;
- Hauling of excess soil for placement; and
- Seeding and vegetation, as required.

The contractor shall plan, schedule, resource, and accomplish the activities necessary to prepare the subgrade ILTS and permanent LTS, process clay lines material, excavate and construct Valve House 1.

The contractor shall include excavation, trenching, grading, placement of aggregate material, construction, geosynthetic liner installation, electrical work, and pipe work.

Specific activities for Construction of the OSWDF Cell 1 Liner shall include the following:

- Land survey and construction layout;
- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Procurement of construction materials;
- General grading;
- Dewatering and dust control;
- Clay screening;
- Clay liner;
- Seeding and vegetation, as required;
- Construction quality control services.
- Surface water management including installation and maintenance of erosion and sediment controls;
- Dewatering and dust control;
- Earthwork, including excavation, Valve House 1, as well as trenching for Valve House 1;
- Construction of a portion of the South LTS where it passes beneath the Impacted Material Transfer Area (IMTA) Haul Road within the OSWDF cell(s) boundary from stations 34+00 - 40+23.60;
- Removal of the 720 sandstone where it has been identified within the limits of the Valve House excavation;
- Removal of the 720 sandstone where it has been identified, from the North LTS, east of Valve House 1, and south to Cell 1;
- Where 720 sandstone was removed, fill to final grade;
- Installation of clay trench at the excavated face of the 720 sandstone, within the limits of Valve House excavation and LTS trench;

- Construction of Valve House 1;
- Fill around Valve House 1;
- Trenching, installation of the LTS piping, and backfilling (subgrade improvement required for approximately 650 feet between Valve House 4 and Valve House 8);
- Excavation and backfill for construction of control manholes;
- Construction of control manholes;
- Excavation and backfill for construction of the North LTS Lift Station;
- Construction of the North LTS Lift Station;
- Excavation and backfill for construction of valve manhole;
- Construction of valve manhole;
- Excavation and backfill for the air relief manhole and force main cleanout manhole;
- Construction of the air relief manhole and force main cleanout manhole;
- Installation of piping, equipment, electrical system, and instrumentation in Valve House 1;
- Installation of the North LTS Lift Station piping, equipment, electrical system, and instrumentation;
- Installation of grounding systems at Valve House 1, and the the North Lift Station;
- Extension of Construction Power and communication lines, with terminations at the North LTS Lift Station, Valve House 1, and the East Heavy Equipment Maintenance Building;
- Electrical power tie-ins with main construction power supply at Valve House 1, and North Lift Station;
- Installation of construction access and ramps, as needed, and placement of crushed rock (aggregate) surfacing;
- Seeding and vegetation, as required; and
- Readiness to operate for CD-4 including; system testing, and startup for Valve House 1, and the North LTS.

C.2.9.131 Impacted Material Haul Road (IMHR) (EM.PO.07.01.03.04)

Reserved.

C.2.9.132 OSWDF Management Cell Liner & Infrastructure (EM.PO.07.01.03.05)

The contractor shall been responsible for Construction Management of the OSWDF Cell 1 Liner and Infrastructure Capital Asset Project (CAP). The construction management shall include all activities necessary to plan, schedule, resource, manage and provide oversight for construction of Capital Asset Project 1 (CAP 1), OSWDF Cell 1 Liner and Infrastructure, and to ensure that field construction is executed in conformance with construction drawings, technical specifications, schedules, cost estimates, procedures, quality requirements, and safety standards.

The contractor shall be responsible for the management of the following field construction activities in accordance with project drawings, specifications, schedules, cost estimates, work plans, Storm Water Management Erosion and Sediment Control Plans, procedures, and quality requirements:

- Administrative support;
- Site access control;
- Records management and document control;
- Detailed planning and initiation of procurement activities for OSWDF infrastructure and cell construction packages, preparation of bid/procurement packages, support for the bid process through the bid period, bid reviews, awards, and contract closeout;
- Stakeholder interface specifically related to construction management (DOE, Environmental Technical Services Contractor, Ohio Environmental Protection Agency, and other jurisdictional agencies);
- Construction Superintendent services for crew and specialty subcontractor management;
- Oversight of subcontractors and vendors;
- Planning and performance of work in compliance with the Integrated Safety Management System’s core principles and functions;
- Field contract management;
- Contracting and procurement support, including support during bid processes;
- Technical evaluation of bids;
- Change management;
- Status reports;
- Earned Value Management System reports to program and project management;
- Progress meetings and pre- and post-job briefings;

- Compliance with labor agreements;
- Employee relations;
- Construction closeout, turnover and certification;
- Construction Quality Control (CQC) testing;
- Construction Surveying; and
- Training.

The contractor shall be responsible for all activities, including planning, implementing, monitoring, and reporting the cost and schedule performance; maintaining, reviewing, modifying, and enforcing plans, policies, and procedures; and managing the OSWDF project activities for engineering/design, procurement, construction, project controls, safety, quality, security, radiological control, and other administrative support functions.

Specific activities that shall be completed by the contractor include the following:

- Communicate between the project team, executive management and other project stakeholders;
- Ensure work on the project is performed safely;
- Ensure compliance with regulatory requirements;
- Review and approve project estimates and schedules;
- Track and control work using the project schedule;
- Analyzes and understand project cost and schedule variance and take corrective action to meet cost and schedule commitments;
- Risk Management;
- Control requirements and oversee change impact analyses;
- Allocate, coordinate, and monitor resources;
- Assist in coordination with other site organizations;
- Report status and issues to executive management; and
- Oversee quality assurance efforts and ensure programmatic requirements are met.

C.2.9.133 OSWDF Bid Packages and Procurement (EM.PO.07.01.03.06)

The contractor shall perform all activities required to perform bid package preparation, including certified-for-construction (CFC) design documents and procurement/bid packages to support On-Site Waste Disposal Facility (OSWDF) Infrastructure Phase 1 construction. This includes engineering management and preparation of the following CFC design documents:

CFC Package 2 – OSWDF Access Roads and Support Facilities, which includes preparation of construction drawings, technical specifications, and support plans (as required) for construction of the following systems and facilities:

- North Access Road (Shyville Road) widening/improvements;
- Access Control Facility;
- Construction Office Trailer area (excluding CFC Package 1 scope);
- OSWDF Access Road (excluding CFC Package 1 scope);
- Construction roads and ramps;
- Surface Water Management Systems;
- Temporary Water Filling Station 1;
- Water Filling Stations 2, 3, and 4; and
- Perimeter fencing and gates (excluding CFC Package 1 scope)

CFC Package 3 – Construction Power (excluding CFC Package 1 scope), which includes preparation of construction drawings, technical specifications, and support plans (as required) for installation of the construction power for the following facilities and systems:

- Trailers;
- Booster Pump Station connection;
- North Leachate Transmission System (LTS);
- South LTS;
- Valve houses;
- Impacted surface water storage facilities;
- Leachate storage facilities;

- Wheel-wash facility;
- East and West Heavy Equipment Maintenance Buildings;
- Communications;
- Yard lighting;
- Limited area fence security lighting;
- Air monitors;
- Time-lapse observation cameras; and
- Underground power to distribution panels for clay processing equipment.

CFC Package 4 – Raw Water Line, which includes preparation of construction drawings, technical specifications, and support plans (as required) for construction of the following:

- Raw Water Line Phase 1;
- Raw Water Line Phase 2;
- Raw Water Line Phase 3;
- Booster Pump Station; and
- Water Filling Stations.

CFC Package 6 – Option Period Trailers, which includes preparation of construction drawings, technical specifications, and support plans (as required) for construction of the following trailers:

- Access Control Facility Trailer;
- Construction Office Trailers;
- IMTA Contractor Trailers;
- CQC Services Trailers;
- Waste Acceptance Organization Trailer; and
- CQA Officer Trailer.

CFC Package 7 – Heavy Equipment Maintenance Buildings, which includes preparation of construction drawings, technical specifications, and support plans (as required) for construction of the following:

- East Heavy Equipment Maintenance Building (Phase 1);
- West Heavy Equipment Maintenance Building (Phase 2);
    - Preparation of the procurement/bid packages for Option period OSWDF Infrastructure Construction Contractor; and
    - Preparation of quantity and cost estimates for each CFC Package.

The contractor shall perform preparation of bid packages including certified-for-construction (CFC) design documents and engineering management for the Cell Liner 1, North LTS, Valve House 1, and OSWDF Cell 1 Monitoring Wells. This includes all activities needed to produce approved design documentation necessary for permitting, procurement, construction, testing, checkout, and turnover to proceed in accordance with DOE O 413.3B. The contractor shall include the following activities:

- CFC Design Package 1 – Cell 1 Liner, North LTS, and Valve House 1 includes preparation of CFC design documents, including construction drawings, technical specifications, and support plans, for construction of the Cell 1 Liner, Valve House 1, , monitoring manholes and North LTS Lift Station;
- CFC Design Package 3 – OSWDF Cell 1 Monitoring Wells includes preparation of CFC design documents, including construction drawings, technical specifications, and support plans, for construction of the OSWDF Cell 1 Monitoring Wells with bollards;
    - Preparation of quantity and cost estimates for each CFC Package; and
    - Preparation of the following bid/procurement packages to support OSWDF Cell 1 Liner and North LTS.

The contractor shall perform detailed design, including certified-for-construction (CFC) design documents and procurement/bid packages to support OSWDF Infrastructure Phase 2 construction. The contractor shall include activities needed to produce approved design documentation necessary for permitting, procurement, construction, testing, checkout, and turnover to proceed in accordance with DOE O 413.3B.

The contractor shall include the following activities:

- CFC Package 1 – OSWDF IMTA Haul Road and Support Facilities includes preparation of construction drawings, technical specifications, and support plans (as required) for construction of: the IMTA Haul Road from the intersection of North Access Road and Perimeter Road to the temporary construction access road; Fog Road bypass and overpass; Impacted Material Transfer Area (IMTA); IMTA Leachate and Impacted Surface Water Management Systems, including tanks and lift stations; IMTA Contractor Trailer area and associated parking areas; and fencing

and gates; and

- CFC Package 3 – OSWDF Wheel-Wash Facility includes preparation of CFC design documents, including construction drawings, technical specifications, and support plans, for construction of a Wheel Wash Facility.

C.2.9.134 Legal Support (EM.PO.IN.01.10.01)

The contractor shall be responsible for providing Legal Management and Support services including: fulfilling the obligations of the Office of the General Counsel, providing legal services, advice, preventive litigation measures, in-house litigation avoidance training, and counsel to the PORTS D&D Project. The contractor shall also support DOE on employment and contract issues, and function as the point of interface on legal matters with the DOE PPPO Legal Department, Ohio EPA, and outside counsel hired by the contractor.

The contractor shall also provide general legal advice. This shall include review, draft, and advice on contract and subcontract matters. The contractor legal staff will be responsible for strictly complying with the requirements of the DOE approved Litigation Management Plan in support arbitration of labor disputes, providing legal advice, review, and counsel on employment matters, labor relations, and environmental legal matters. The contractor legal staff will also provide advice and counsel on D&D contractor legal matters and matters affecting member corporations and parents of the members and prepare a monthly litigation/outside counsel status report for significant matters, items, or cases (legal milestone), in accordance with 10 CFR 719 (Contractor Legal Management Requirements).

The contractor legal staff will also support DOE in litigation and other matters, as directed or required; analyze tax liabilities and develop strategies for attaining state tax exemptions; and provide advice and counsel on employee benefits.

C.2.9.135 Compliance Support (EM.PO.IN.01.10.02)

The contractor shall be responsible for providing management, direction, and resources for compliance and internal audit services for all D&D contractor operations and activities while supporting Integrated Safety Management. Compliance support shall also provide independent, objective insight and recommendations based on analyses and assessments of data and processes. The compliance support provided by the contractor will conduct reviews of the D&D contractors' processes/systems to ensure compliance with internal policies, plans, procedures, laws, regulations, and contracts that could have a significant impact on operations. The contractor shall generate reports after the reviews are completed to determine if the organization is in compliance.

C.2.9.136 Industrial Relations (EM.PO.IN.01.10.03)

The contractor shall be responsible for all activities required to manage an effective, efficient, and proactive Industrial Relations organization. Industrial Relations activities include union relations, collective bargaining for represented employees, grievance administration, and administration/implementation of existing Collective Bargaining Agreements (CBAs). These CBAs specifically include the United Steelworkers Agreement, the International Union of Security, Police, and Fire Professionals of America Agreement, and the Building and Construction Trades Department General Presidents Agreement. Industrial Relations is also responsible for labor standards review of all D&D contractor work packages for Davis-Bacon applicability. The Industrial Relations organization shall ensure compliance with the provisions of the Davis-Bacon Act and is responsible for the administration of reporting preliminary labor standard recommendations to the DOE.

The Industrial Relations organization is also responsible for the following activities:

- Maintain employees' right to organize and bargain collectively;
- Review bargaining parameters with the Contracting Officer and secure approval before proposing or agreeing to changes in Pension Plans or other benefit plans;
- Maintain harmonious relationships with represented employees;
- Notify the Contracting Officer regarding matters of local interest in a timely manner; and
- Negotiate a bargaining agreement with the salaried professional and technical groups represented by the United Steelworkers.

C.2.9.137 Public Affairs (EM.PO.IN.01.10.04)

The contractor shall be responsible for all activities required to manage an effective, efficient, and proactive Public Affairs organization. This includes providing information to the public in an effort maintain positive relations with the community and manage the public involvement process required by CERCLA. The Public Affairs organization shall provide information to the employees to promote clarity and understanding that drive a safe, effective organization. The Public Affairs organization shall also be responsible to provide timely information to minimize the stress of ongoing uncertainties, communicate progress and any changes during the D&D Project.

The contractor shall provide the following External Affairs support:

- RP&SA will cooperatively meet the following objectives of the External Affairs Program description;
- Provide targeted external communication to the communities and stakeholders impacted by the PORTS D&D Project;
- Inform key stakeholders, the PORTS DOE Office of Environmental Management Site-Specific Advisory Board (SSAB), and other interested parties, of proposed project plans and activities in support of the D&D mission;
- Support the public involvement process required by CERCLA and by legal agreements between DOE and regulators by providing resources for public outreach and the comment period, and SSAB meetings;
- Maintain communication with news media at the local, regional, national, and international levels, in accordance with local and DOE-Headquarters policy; and
- Assist with the community to help stabilize and promote growth within the local economy, including assisting with the development of plans where D&D and future-use needs converge at the PORTS Site.

The Public Affairs organization shall also be responsible for communicating effectively with the employees. The Public Affairs organization shall perform communication with employees that:

- Recognizes the site workforce as an important stakeholder;
- Provides and empowers employees with accurate and complete information about the D&D Project and other site activities in an effort to promote a positive atmosphere and maintain a safe working environment. This information will come from the contractor, rather than from external sources;
- Supports the contractor’s overall objectives through ongoing engagement and empowerment with the internal stakeholder population;

- Informs and engages employees about site conditions to ensure the safe performance of work;

- Informs and engages employees about issues related to all aspects of employment policies and procedures; and

- Informs and engages employees to build confidence and consensus in the contractor's approach to executing safe work, and promote a D&D culture.

C.2.9.138 Regulatory Decision Documents (EM.PO.IN.01.10.05)

The contractor shall ensure that all projects are planned and implemented in compliance with the National Environmental Policy Act of 1969 (NEPA), the National Historic Preservation Act (NHPA), and the Endangered Species Act (ESA). Additionally, the contractor shall include overall management of the function, development, and communication of RCRA, CERCLA regulatory policy, DFF&O, and Ohio Consent Decree. Specific activities include, but are not limited to the following:

- The development of appropriate documentation that is necessary to help preserve the history of the PORTS Site. Based on architectural investigations, recommendations of architectural historians, and the levels of contamination and other hazards within PORTS facilities, DOE proposes a combination of documentation and interpretation to preserve PORTS history;

- Addressing NHPA requirements, planning and management of additional investigations of historic or prehistoric archaeological sites, this investigation shall include Phase I and Phase II archaeological surveys, and Phase III data recovery on DOE property;

- Addressing the planning and management associated with the development of mitigation measures to address impacts to wetlands, streams, and federal- and state-listed species at PORTS;

- Management of the interface among PORTS D&D Project, the DOE, regulatory agencies, regulatory-based stakeholders, and the public;

- Oversight and program management of regulatory documents and regulatory document submittal;

- Regulatory planning and strategy;

- Regulatory-based stakeholder relations;

- Interface for public involvement in the PORTS remediation activities;

- Integration of the requirements of the DFF&O and the Ohio Consent Decree with other regulatory requirements; and

- Development and implementation of an integrated strategy for the D&D actions and associated remediation of environmental media at PORTS.

C.2.9.139 Sitewide Integration (EM.PO.IN.01.20.01)

The contractor shall be responsible for the activities required to manage the PORTS shared-site process. These activities shall include:

- Maintenance of the "site areas of responsibility" map;
- Coordinate day-to-day activities with all site entities (the ISS Contractor, Depleted Uranium Hexafluoride [DUF_6] Conversion Project Contractor, and Environmental Technical Support Contractor), including all work authorization established with the ACP and the DUF_6 Conversion Project Contractor;
- Develop and maintain the PORTS Site Master Plan, the PPPO Ten-Year Site Plan, and Integration control agreements, as needed;
- Maintain Integration management for the PORTS D&D Project;
- Coordinate and integrate with site contractors;
- Coordinate and integrate with all site contractors while performing the work in accordance with the D&D Contract;
- Identify and develop interfaces for infrastructure and service support not identified, or not fully identified, in the D&D Contract;
- Manage and update the PORTS Government-Furnished Services and Items Matrix, as appropriate;
- Explore and develop options for cost efficiencies, including cost allocation methodology for all site services (including utilities);
- Manage Sitewide Integration meetings, representing site contractors for the purpose of maintaining formal interface agreements (includes providing sign-off for entities for all new/updated interfaces);
- Assist the DOE with facility transfers and all lease/de-lease actions;
- Actively interface with the other on-site contractors and coordinate activities that support the D&D Project on a day-to-day basis, based on the Site Services and Requirements Matrix and controlling agreements;
- Focus on interfaces and facility transfer with ACP; and
- Actively manage Site-wide Interfaces.

C.2.9.140 Project Controls (EM.PO.IN.01.20.02)

The contractor shall provide management, oversight and implementation of FBP Project Controls, Cost Proposal Management, and Site-Wide Integration.

The contractor shall perform the following:

- Implement and maintain the Project Management Controls System for Earned Value Management System (EVMS);
- Maintain the Project Management Controls System policies, procedures, system description, and guidelines;
- Oversee assigned contract deliverables outlined in contract Section C, Table C-2, Summary of Contract Deliverables;
- Integrate PORTS D&D Project prioritized requirements against available funding;
- Provide analysis of funds and expenditures consistent with the limitation of funds;
- Provide analysis of the latest funding levels compared to projections for the PORTS D&D Project, by FY and for the lifecycle of the contract, including an estimate to complete/estimate at completion for the “not to exceed funding” analysis;
- Integrate funding with the projectization delivery model to segment work scope into discrete activities;
- Coordinate with the DOE and other Site Contractors, as applicable, to issue or receive inter-entity work orders, and manage inter-entity work order expenditures within funding limits;
- Submit budget call inputs per DOE Order 130.1, Budget Formulation;
- Develop, maintain, and implement a Contractor Risk Management Plan. This plan shall focus on methodologies used in managing risks and uncertainties related to the scope of work in the contract. This plan shall detail the process for identifying, assessing, mitigating, and disposing of risk events, both threats and opportunities and must be submitted to DOE for approval;
- Develop, maintain, and routinely update a Contractor Risk Register. This risk register and the accompanying Risk Forms shall focus on the risks and uncertainties related to the execution of all of the contract scope within the contract period of performance;
- Establish a risk-based Management Reserve and provide recommendations to the Site Director on any potential release of these reserve budgets to the control accounts according to

the principles found in *DOE Guide 413.3-7a, Change 1, Risk Management Guide* and ANSI Standards;

- Support the implementation and maintenance of the DOE Risk Management Plan. This plan shall focus on the methodologies used in managing the risks and uncertainties related to reaching the site end state;

- Support the implementation and maintenance of a DOE Risk Register. This risk register and the accompanying Risk Forms shall focus on the risks and documented assumptions related to the execution of the D&D project;

- Develop, implement and maintain a Risk Management Plan and Risk Register specific to scope identified for each Capital Asset Project identified, initiated, and executed. Develop, implement and maintain a change control process that will support baseline change control;

- Develop, implement and maintain the Contractor Baseline Change Control Procedure;

- Implement change control consistent with the DOE change control process and approved thresholds due to any change in scope, schedule, and budget from one PWS to another;

- Manage and administer weekly Internal Change Control Board meetings;

- Integrate risk management into the change control process and make recommendations to the Site Director regarding the release of MR;

- Develop, implement and maintain the Performance Measurement Baseline. Submit to DOE for approval;

- Submit Contractor Monthly Performance Report to DOE representing the prior month's performance, and participate in regular reviews with DOE; and

- Maintain and administer the Deltek Cobra (Cost) and Primavera (schedule) tools.

The Contractor shall complete Earned Value Management System (EVMS) development, implementation and surveillance; performance document development, implementation and maintenance; and implementation of the Project Management Controls System for EVMS to gain and maintain EVMS Certification. This shall perform the following:

- Implement and maintain policies, processes, and procedures in the performance document system to ensure proper implementation of the Project Management Controls System;

- Direct, manage, and control the EVMS certification, compliance, and surveillance review processes in accordance with DOE O 413.3B, Office of Project Management Oversight and Assessments (PMOA) Earned Value Management System Interpretation Handbook and applicable guides:

- Develop data for EVMS review data calls;
- Maintain an EVMS Corrective Action Log for all non-compliance issues and corrective actions; and
- Perform Root Cause Analysis and develop Corrective Action Plans, as required, for implementation.

- Interface with DOE in the planning and conduct of EVMS formal and informal reviews.

C.2.9.141 Project Planning (EM.PO.IN.01.20.03)

The contractor shall provide management, oversight and implementation of FBP Project Planning activities for the PORTS D&D Lifecycle Baseline.

This contractor shall perform the following:

- Develop, deliver, and maintain all aspects of the FBP portion of the D&D Project;
- Provide an integrated, logic-based schedule to include all significant external interfaces, project milestones, regulatory documents and processes, other regulatory and Defense Nuclear Facilities Safety Board commitments, Government-Furnished services, and item dependencies for the D&D contractor portion of the D&D Project;
- Provide input and support to the Department of Energy (DOE) to maintain the PORTS D&D Project Federal Lifecycle Baseline;
- Provide the baseline information to the Environmental Technical Services (ETS) Contractor in support of the PORTS D&D Project Lifecycle Baseline development;
- Support DOE External Independent Reviews and Energy Systems Acquisition Advisory Board reviews;
- Prepare, oversee and support the delivery of Contract Change Proposals;
- Support the contract modification/proposal definitization and negotiation process;
- Maintain current databases and components, which include resources, rates, and markups;
- Maintain the coding structure used in the WBS Index, Cobra, Primavera P6, and Costpoint systems;
- Develop and maintain the formal estimating processes and procedures to ensure project estimates are prepared in a consistent and timely fashion;
- Develop and maintain the Master Resource Library that supports estimate development and ensures fair and reasonable unit pricing data; and
- Develop and issue requested estimates to provide the DOE with anticipated cost impacts to support the PORTS D&D Project, in accordance with 48 Code of Federal Regulations (CFR) 952.242-70, Technical Direction (DEC 2000), Clause I.A.130; in accordance with 48 CFR 52.243-7, Notification of Changes (APR 1984), Clause I.A.98; and as defined in the D&D Contract.

C.2.9.142 Emergency Services (EM.PO.IN.01.30.01)

The contractor shall be responsible for providing the labor, equipment, and supplies to implement the PORTS Emergency Management Program using the GFSI Emergency Operations Center (EOC) and equipment. PORTS site contractors are responsible for supporting implementation of the Emergency Management Program, response, and recovery.

The emergency services activities that shall be completed by the contractor include:

- Establish the applicable emergency management sections in plans and other safety basis documents, including the RCRA, as amended, Part B Plan, D&D nuclear Safety Basis documents, spill plans, etc., to ensure that contract requirements are properly addressed;

- Maintaining key D&D Project Environmental, Safety, Health, and Quality Programs, including the Integrated Safety Management System, the Worker Safety and Health Program, the Radiation Protection Program, and the Quality Assurance Program Plan, with respect to emergency management;

- Coordinate mitigation and response activities with other PORTS contractors based upon information in the Hazard Survey and in Emergency Planning Hazard Assessment documents;

- Provide support and coordination of all Emergency Management-related efforts with DOE, D&D contractor management, and other site contractors having Emergency Management/response responsibilities;

- Provide Emergency Management personnel, qualified and trained to the appropriate level, consistent with DOE Order 151.1C, Comprehensive Emergency Management System; and

- Coordinate with other D&D Contractor organizations to ensure that Emergency Management requirements are within work packages, plans, and safety basis documentation.

C.2.9.143 Fire Protection Services (EM.PO.IN.01.30.02)

The contractor shall perform all activities required to provide Emergency Management and Fire Protection Services for the PORTS Site, using the GFSI Fire Department Facility and Emergency Equipment. This shall include providing a Fire Protection and Fire Prevention Program that complies with 10 Code of Federal Regulations (CFR) 851 and applicable sections of the National Fire Protection Association codes, through approved procedures, training programs, and related program documents.

The contractor Fire Protection Services organization shall be responsible for the following activities:

- Provide PORTS Fire Protection Engineering and Authority Having Jurisdiction (AHJ) functions (subcontracted or D&D contractor staff);
- Act as the designated emergency response point of contact for the entire PORTS Site, including all site tenants, to ensure consistency regarding emergency response;
- Provide emergency response to fire and/or medical emergencies with trained, qualified, and state-certified responders for all site services and/or tenants;
- Provide emergency response to radiological emergencies and/or hazardous material (HazMat) emergencies, as needed, with qualified personnel and required personal protective equipment and support equipment;
- Provide 24-hour-a-day Fire Protection Service coverage for monitoring emergency alarms, such as water flow, smoke detection, and manual alarms (pull stations), and "911" calls. This 24-hour-a-day service also includes dispatching of Emergency Response forces and/or inspection personnel, depending on the type of emergency or supervisory alarm received;
- Conduct drills and exercises to test proficiency in such technical areas as firefighting, Emergency Medical Technician skills, search and rescue, confined space entry, and/or HazMat response, as part of the Emergency Management Program;
- Provide specific training for Fire Protection Services and fire extinguishers for other staff;
- Develop Baseline Needs Assessment, based on the existing Baseline Needs Assessment, with the inclusion of 10 CFR 851 requirements; and
- Institute a Fire Protection Services Fitness Qualification Program to ensure that DOE medical standards and fitness for duty requirements are met.

Fire Protection Services maintenance work to be performed by the contractor shall include:

- Perform inspection and maintenance of fire equipment, such as pumpers, ambulances, rescue trucks, and HazMat vehicles, as part of the site emergency response capability;

- Perform inspection, testing, and maintenance of facility fire protection equipment, including recharging, testing, and replacement of fire extinguishers, as required;

- Provide maintenance support for the Fire Alarm Systems on the PORTS Site, excluding the DUF6 Facility; and

- Perform fire protection and fire safety-related building inspections to evaluate occupancy, housekeeping, fire-loss potentials, and facility fire protection for active and/or inactive systems for all D&D contractor facilities.

C.2.9.144 Safety and Health (EM.PO.IN.01.30.03)

The contractor shall:

- Maintain procedures for Integrated Safety Management System (ISMS) implementation and tracking;
- Maintain processes to incorporate ISMS principles and philosophy into work practices and into work planning package development and execution;
- Manage the ISMS process to ensure compliance with DOE Guide 450.4-1C, *Integrated Safety Management System Guide*, and 48 Code of Federal Regulations (CFR) 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*; and
- Develop, implement, and manage environmental, safety, health, and quality (ESH&Q) programs and initiatives in accordance with DOE initiatives.

In support of Occupational Safety and Health (OS&H), the contractor shall:

- Maintain and manage a compliant OS&H Program in support of the PORTS D&D Project;
- Provide OS&H support to the Environmental Technical Services (ETS) Contractor, and DOE;
- Perform work in accordance with 10 Code of Federal Regulations (CFR) 851, *Worker Safety and Health Program* which includes providing the appropriate hazard analyses, work permits (as applicable), IH monitoring, and trained safety specialists needed to perform work safely;
- Manage and perform work in accordance with a defined and documented ISMS;
- Provide industrial and construction safety support, as well as safety support and equipment;
- Provide IH support, including purchasing and calibrating monitoring equipment, and performing air sampling and laboratory analysis;
- Provide Occupational Medicine support;
- Supply respirators, PPE, and specialty equipment and services (e.g., fall protection harnesses, combustible gas monitoring, oxygen monitoring, noise-level monitoring, etc.) to ETS, and DOE; and
- Provide OS&H support for the DUF_6 Conversion Project and the ACP, on a full cost recovery basis.

C.2.9.145 Radiation Protection and Radiological Site Services (EM.PO.IN.01.30.04)

The contractor shall develop and maintain its own Radiation Protection Program (RPP) for DOE approval or adopt an existing DOE approved RPP. The program shall be compliant with 10 CFR 835, *Occupational Radiation Protection*.

The contractor shall develop and maintain its own radiological site services (RSS) programs for DOE approval or adopt an existing DOE approved RSS program. In the RSS programs, the contractor shall include all DOE technical support, dosimetry, data, and records necessary to demonstrate compliance with the required radiological monitoring and to verify the adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.

The contractor shall perform Radiation Protection and Radiological Site Services including:

- Manage the RPP elements in support of the PORTS D&D Project;
- Provide Radiation Protection Site Services (in accordance with the D&D Contract) to the Environmental Technical Services (ETS) Contractor, and the DOE PPPO staff at the PORTS site;
- Provide internal and external Dosimetry Programs;
- Provide a Radiological Instrumentation Program;
- Provide radiation protection administrative support to meet radiological property management requirements;
- Coordinate with DOE and the other PORTS contractors to annually generate a 12-month advance projection of government-furnished services and items, to be provided to other site contractors and DOE, and to update the projection quarter; and
- Provide radiological protection support for the ACP and the DUF_6 Conversion Project, on a full cost recovery basis.

A DOE-approved RPP shall be maintained in accordance with the requirements of 10 CFR 835.101, *Radiation Protection Program*, and applicable DOE Orders.

RPP development and maintenance shall consist of the following activities:

- Write, revise, and maintain RPP implementation procedures;
- Implement an As Low As Reasonably Achievable (ALARA) Program;
- Implement and maintain a Workplace Air Sampling and Reporting Program;

- Develop Radiological Facility Characterization Survey Plans and a routine Radiological Monitoring Program;

- Implement and maintain an Entry Control Program in accordance with 10 CFR 835.501, *Radiologic Areas*, and 10 CFR 502, *High and Very High Radiation Areas*, and a Radioactive Material Control Program, including labeling, tagging, boundary, and posting, in accordance with 10 CFR 835, Subpart G, *Posting and Labeling*;

- Provide RPP support for implementation and maintenance of the United States Department of Transportation Radiological Shipment Program;

- Implement and maintain RPP support of the DOE Property Management Program for control and release of DOE property from the site;

- Implement and maintain internal and external Dosimetry Programs and submit annual Dosimetry Reports to DOE and monitored workers;

- Implement and maintain a Radiological Work Permits Program;

- Implement and maintain a Radiation Protection Assessment Program;

- Develop and maintain technical basis documents to support Instrument, Dosimetry and supporting procedures;

- Maintain the Accountable Sealed Radioactive Source Control Program, which provides accountability and control of sealed radioactive sources to maintain worker exposures ALARA, and which includes specific requirements for evaluating, handling, labeling, monitoring, storing, and transporting accountable sealed radioactive sources; and

- Provide RPP support to the Environmental Management Organization for implementation of DOE Order 458.1, *Radiation Protection of the Public and the Environment*.

Radiation Protection and Radiological Support activities shall include, but are not limited to the following:

- Maintain the Radiological Emergency Preparedness Program, which includes radiological response to emergency drills and participation in the PORTS Site Emergency Operations Center, Joint Public Information Center, and Incident Command;

- Maintain a Records Support Program, which includes services to DOE and the contractor Records Management and Document Control Programs, by providing radiological monitoring support for records;

- Maintain the Accountable Sealed Radioactive Source Control Program, which provides accountability and control of sealed radioactive sources to maintain worker exposures ALARA;

- Provide internal and external dosimetry services for DOE, the Infrastructure Support Services (ISS) Contractor, and the ETS Contractor;

- Provide and maintain records management for DOE legacy dosimetry records;

- Provide technical support for radiological monitoring equipment for the ISS Contractor, ETS Contractor, and DOE, as requested, including calibration procedures, evaluations, and related services;

- Procure and maintain calibration of radiological monitoring equipment and procure monitoring supplies; and

- Provide for management of DOE legacy radioactive material, including inventories, annual survey requirements, and records of compliance.

C.2.9.146 Performance Assurance (EM.PO.IN.01.30.05)

The contractor shall manage an effective, efficient, and proactive Performance Assurance organization by implementing and maintaining the Performance Assurance Program.

The Performance Assurance Program shall be comprised of the following:

- Site Assessment Program, including schedule development and maintenance;
- Occurrence Reporting and Processing System (ORPS);
- Price-Anderson Amendments Act (PAAA)/Noncompliance Tracking System (NTS) reporting processes;
- Operating Experience Program/Lessons Learned reporting;
- Issues Management Systems and processes;
- Event investigation process;
- Trend identification and reporting; and
- Contact/liaison with the DOE Office of Enforcement.

The contractor shall:

- Procure and implement a new Issues Management software platform inclusive of software rollout and employee training;
- Maintain the ORPS screening, training, reporting, and closure processes;
- Maintain the PAAA/NTS screening, training, reporting and closure processes;
- Maintain the Operating Experience Program/Lessons Learned processes for information collection, screening, reporting, log-keeping, and distribution;
- Maintain event investigation programmatic processes and provide training, as required;
- Maintain Corrective Action Review Board procedure and processes;
- Provide Independent Assessment Program oversight to ensure that mission-critical programs, projects, and processes are periodically assessed for effectiveness;

- Provide assessment resources to verify compliant implementation of the Contractor Assurance System, including maintenance of the assessment process, issues management, PAAA/NTS reporting, ORPS reporting, and Operating Experience Program/Lessons Learned implementation;

- Perform data analysis for trend identification, in accordance with DOE Order 226.1B, *Implementation of Department of Energy Oversight Policy*, and develop and issue monthly, quarterly, and annual reports;

- Perform and document an annual Integrated Safety Management System and Quality Assurance Effectiveness Declaration;

- Maintain the regulatory response commitment tracking processes;

- Provide assistance to field projects and project support functions to ensure proper execution of the Contractor Assurance System;

- Provide Functional Area Manager reviews in support of document and process development and change evolutions; and

- Cost account management for the Quality Assurance and Performance Assurance activities.

C.2.9.147 Quality Assurance (EM.PO.IN.01.30.06)

The contractor shall manage a DOE-approved Quality Assurance Program (QAP) in accordance with the EM Quality Assurance Program, EM-QA-001, and DOE Order 414.1D, *Quality Assurance*.

The contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the contractor.

The contractor shall:

- Update, control, and maintain a QA Program Description (QAPD) that is compliant with DOE-mandated contractual, regulatory, and statutory requirements;

- Implement programmatic aspects of the QA Program including program document management, implementing procedures development and maintenance, procurement QA, the Suspect/Counterfeit Items Program, the Software QA Program, and associated assessments, surveillances, and inspections;

- Establish quality process requirements implemented under the FBP QAPD for vendor-provided parts, systems, software, rental equipment, etc.;

- Provide administrative coordination and management of QA support to ER; Waste Management; Site Maintenance; Infrastructure; D&D Projects; Facility Stabilization and Deactivation; Environmental, Safety, Health, and Quality; and other functional support organizations;

- Provide QC inspection services; and

- Establish and maintain competencies in QA/QC.

The Quality Assurance System shall be comprised of the following:

- Cost account management for the Quality Assurance and Performance Assurance activities.

The contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the contractor.

C.2.9.148 Environmental Protection (EM.PO.IN.01.30.07)

The contractor shall manage an effective, efficient, and proactive Environmental Protection Program that is compliant with applicable laws, regulations, and DOE directives. The contractor shall ensure compliance with environmental regulatory agreements and permits, and shall renew existing permits and/or obtain new permits, as necessary, in accordance with D&D Contract Clause H.14, *Allocation of Responsibility and Liability for Contractor and DOE Environmental Compliance Activities*, and Clause H.15, *Environmental Responsibility*. All regulatory planning and permits shall be compliant with:

- State of Ohio Consent Decree, issued in August 1989 (Civil Action Case #C2-89-732);
- U.S. EPA Region V Administrative Order by Consent issued in 1997, under the authority of Section 3008(h) of RCRA;
- 40 CFR 300: National Oil and Hazardous Substances Pollution Contingency Plan;
- 40 Code of Federal Regulations 302: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended;
- 42 United States Code Section 6928(h) and 106 (a) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended;
- Toxic Substances Control Act of 1976 Federal Facilities Compliance Agreement, 1992, as amended;
- Ohio Hazardous Facility Installation and Operation Permit, Permit 04-66-0680 dated March 25, 2011;
- DFF&O for the Integrated Units (Integrated Groundwater Monitoring Plan and S&M Plan), as amended;
- DFF&O for the Site Treatment Plan, 1995;
- DFF&O for DUF_6, as amended October 1, 2013;
- The April 13, 2010 DFF&O for Removal Action and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action, including the July 16, 2012;
- Modification Title V Air Permit: Facility Identification No. 0666005004; as of May 19, 2014;
- NPDES Permit; 0IO00000*LD, September 1, 2015;
- Applicable provisions of the Clean Air Act including National Emission Standards for Hazardous Air Pollutants Subpart H;
- Applicable provisions of the Clean Water Act;

- Hazardous Chemical Storage Reporting and Toxic Chemical Inventory Reporting under Section 312 and 313 of the Emergency Planning and Community Right to Know Act;

- Other applicable statutory or regulatory documents, including, but not limited to, environmental laws, regulations, agreements, orders, permits, or consent decrees; and

- RCRA Part B Permit Modification for the removal of the X-326 permitted storage areas;

The contractor shall implement a site-wide sustainability program compliant with DOE Order 436.1, *Departmental Sustainability*, which includes review of regulatory requirements to ensure continued compliance, in accordance with the D&D Contract.

The contractor shall include regulatory requirements for the project, including all DOE Orders, regulations, and laws. The contractor shall notify DOE of any cost or schedule impact prior to implementation.

The contractor shall provide biannual management of clean hard fill.

C.2.9.149 Nuclear Material Control and Accountability (EM.PO.IN.01.30.08)

The contractor shall ensure strict control of the DOE-owned accountable nuclear material at PORTS, in accordance with applicable DOE requirements, including monitoring and tracking of nuclear material being stored, processed, and transferred within and off the PORTS Site.

Additional activities required shall include, but are not limited to the following:

- Maintain the Nuclear Material Control and Accountability (NMC&A) Plan for use by PORTS Site contractors performing NMC&A activities;

- Manage a centralized NMC&A Program;

- Provide technical expertise and accounting services to support the selection, transfer, sampling, and shipment of UF_6 needed to support DOE financial projects and to assist in decision-making regarding management of the DOE on-site nuclear material;

- Provide necessary reporting to support the DOE-HQ Nuclear Materials Management and Safeguard System (NMMSS);

- Comply with NMC&A requirements during nuclear material waste management activities (e.g., warehousing, surveillance, characterization, packaging, consolidation, and shipping);

- Manage the NMC&A software program to ensure compliance with DOE Order 474.2, *Nuclear Material Control and Accountability*;

- Ensure the accuracy and reliability of the measurements and measurement systems used to establish and report physical characteristics (weight, purity, etc.) of nuclear material and provide control and accountability support for final disposition of the remaining nuclear material inventory, including product and waste; and

- Operate nuclear material storage areas and facilities in accordance with approved NMC&A procedures.

Reporting requirements shall include DOE/NRC Form 741, *Nuclear Materials Transaction Report*, for each shipment or receipt; monthly and annual reconciliation with NMMSS; quarterly in-process inventories for X-710, X-705, and X-344; annual spot inventory and audits; and annual Nuclear Material Inventory Assessment Report to the Office of Nuclear Materials Integration.

C.2.9.150 Environmental Services (EM.PO.IN.01.40.01)

The contractor shall perform environmental monitoring, sampling, and reporting, as identified in the PORTS Environmental Monitoring Plan (EMP) DOE/PPPO/03-0009&D4] and Integrated Groundwater Monitoring Plan (IGWMP) [DOE/PPPO/03-0032&D7].

Environmental monitoring and sampling shall include NPDES outfalls, settleable solids (effluent monitoring), ambient air, external radiation (environmental), groundwater (including exit pathway and water supply [drinking-water wells]), groundwater synoptic water levels, surface water required by the IGWMP, local surface water, sediment, soil, vegetation, and biota (crops, fish, deer, and dairy products [environmental surveillance]). Reporting shall include the review, update, development, and delivery of routine environmental regulatory documents as required. Regulatory document development shall be supported by data compilation, data analysis, data evaluation, and trending activities. The following documents shall be included, but are not limited to:

- Environmental Monitoring Plan (with revisions as needed);
- Annual Site Environmental Report;
- Annual Compliance Agreement Report (Enriched Uranium, TSCA 1976, and FFCA);
- Annual environmental site map;
- Annual PCB document log;
- Annual Groundwater Protection Plan;
- Annual Groundwater Report;
- DFF&O D&D Annual Report;
- Annual update to the IGWMP;
- Semi-annual Sample Result Letters to residents;
- Update as necessary to Human Health Risk Methods Document and Ecological Risk Methods Document;
- Quarterly Surveillance and Maintenance (S&M) Inspection Reports;
- Quarterly Progress Reports (including Enriched Uranium, Toxic Substances Control Act of 1976, and Federal Facilities Compliance Agreement);
- Quarterly ER Progress Reports;
- Quarterly DFF&O D&D Reports;

- Monthly ER Progress Reports;
- Integrated S&M Plan (including Five-Year Remedy Reviews);
- Five-Year Reviews of the following closed SWMUs:
    - Quadrant I – X-749/X-120 Area Groundwater Plume; Five-unit area (Quadrant I Groundwater Investigative Area), which shall include X-231A SE Oil Biodegradation Plot Cap and X-231B SW Oil Biodegradation Plot Cap; X-749B Peter Kiewit Landfill; and
    - Quadrant IV – X-734 Landfills (X-734A and X-734B); X-611A Prairie A.

Monitoring system S&M shall include, but is not limited to:

- Perform S&M of 16 Ambient Air Monitoring Stations and (15) fixed thermoluminescent dosimeter (TLD) Environmental Radiation Stations to ensure proper operation;
- Repair or replace existing stations that are damaged or have mechanical breakdowns;
- Manage renewal of licenses for access to off-site Air Monitoring Stations;
- Perform routine S&M on approximately 900 groundwater monitoring wells and piezometers including abandonment of wells and installation of replacement wells, as needed; and
- Manage renewal of licenses for access to off-site monitoring wells and residential wells.

Sitewide sample and data management shall include, but is not limited to:

- Implement tasks associated with off-site laboratory contracts;
- Sample tracking with the Project Environmental Measurements System (PEMS)/Tracker interface;
- Verification and validation of analytical results;
- Quality assurance audits of analytical labs; and
- Data management activities utilizing PEMS and the PORTS Oak Ridge Environmental Information System (OREIS).

Sitewide GIS development and application shall include, but is not limited to:

- The GIS shall perform data management; spatial, trend, and pattern analysis; risk management; activity monitoring; map production for documents; and decision making on spatial datasets.

- The GIS shall be used to support Public Awareness Programs, and to assist with data validation/correction for site-wide user datasets.

- Refine and maintain an internal GIS desktop web application (known as the "PORTS GIS Viewer") that shall provide informational data.

- Maintain and update an external version of the PORTS GIS Viewer (the Portsmouth Environmental Geographical Analytical Spatial Information Systems [PEGASIS]), which shall be made available to public and agency users. Both applications (internal PORTS GIS Viewer and external PEGASIS) shall be populated with data from the PORTS version of the Oak Ridge Environmental Information System (OREIS). Data in OREIS shall be updated on a quarterly basis by the sample and data management function. Data viewed through the external PEGASIS port shall be restricted to information released in public documents.

A LiDAR survey shall be completed annually.

- Purchase, validate, and make available/distribute a quarterly project site aerial LiDAR and images.

- GIS shall provide guidance, requested data, quality assurance/quality control (QA/QC) of deliverables being provided by subcontractors and other entities (universities, etc.), as required, as well as QA/QC of survey coordinate data.

The contractor shall operate and maintain the X-120H Weather Station.

C.2.9.151 Site Executive Management and Financial Controls (EM.PO.IN.01.50.01)

The contractor shall provide executive management and financial controls for the PORTS D&D Project. This shall include the preparation and submittal of the Annual Assessment Performance reports. Executive management by the contractor shall consist of the key roles and responsibilities including the following:

- Serves as the single point of accountability for the D&D contractor in the execution of the PORTS D&D Project for leadership and contract performance, and is the primary point of contact with the DOE-PPPO;
- Leads partnering relationships with PORTS site contractors;
- Acts as liaison with other corporate business units;
- Interacts with local community leaders, demonstrating community commitment;
- Performs leadership activities for contract negotiation and modifications for the D&D contractor team; and
- Serve as the single point of accountability for their respective organizations, which include Planning and Site-Wide Integration; Regulatory Planning and Implementation; Environment, Safety, Health and Quality; Business Management; and Chief Nuclear Officer.

The contractor shall be responsible for the required insurance and other business expenses necessary to perform the D&D project work. These elements shall include:

- Contractual, strategic and operational objectives of the PORTS D&D Project;
- Worker's compensation and employer’s liability insurance;
- General liability insurance;
- Automobile liability insurance, including both general vehicles and emergency vehicles;
- Excess liability insurance (in addition to the standard general liability, automobile liability, and employer’s liability limit);
- Employee Retirement Income Security Act bond and fiduciary, which the contractor is obliged by law to have due to self-management of its pension fund;
- Employee practices liability insurance, which provides protection for an employer against claims made by employees, former employees, or potential employees. It covers discrimination (age, sex, race, disability, etc.), wrongful termination of employment, sexual harassment, other employment-related allegations, as well as breach of the Americans with Disabilities Act and similar legislation;

- Fiduciary liability insurance;

- Pollution control liability insurance;
- Directors and officers liability insurance;

- Medical malpractice insurance in support of the Site Medical function;

- Professional liability insurance (Fire Protective Services, Emergency Medical Services, PF), which is required for the D&D contractor as the provider of these site-wide services;

- Commercial Activity Tax, which is an annual tax imposed for the privilege of doing business in Ohio, measured by taxable gross receipts from most business activities; and

- Travel insurance, which applies only to D&D contractor employees, not to employees of parent companies or subcontractors.

As part of the contractor's effort to provide financial controls for the PORTS D&D Project, the contractor shall maintain a DOE approved accounting system. This also includes providing management and direction for Finance to the Program Management organization.

The Manager of Business Management shall integrate functions that include Finance with overall PORTS D&D Project execution, inclusive of Integrated Safety Management and Earned Value Management.

The contractor shall also provide the following:

- Execute accounting and financial management and direction for the PORTS D&D Project;

- Provide financial advice and strategy to the Program Manager, Site Project Director, and Senior Project Managers; and

- Execute support services, including general accounting; financial compliance and corporate accounting; processing of payroll and all associated taxes and benefits for FBP employees, development and administration of rates (including fringe, overhead and general and administrative costs) and funds control processes; and accounts payable (A/P)/accounts receivable (A/R) procedures and accountability.

C.2.9.152 Human Resources (EM.PO.IN.01.50.02)

The contractor shall provide Human Resource (HR) services and support in the areas of staffing; compensation; benefits; training and development; employee relations; employee records; HR policy and compliance; and organizational management for the D&D Contract execution.

Human Resources services to be performed by the contractor shall include the following:

- Facilitate staffing and requisition of D&D contractor candidates/resources, in partnership with internal organizations/departments;
- Provide D&D contractor employee/resource exit processing;
- Administer the Workforce Restructuring Program, including training of Managers on processes such as formation of functional job review teams, employee ranking/rating, and separation communication and logistics;
- Operate D&D contractor HR systems to include functions associated with the onboarding process, applicant tracking and candidate background processing;
- Assess, develop, and maintain job classifications;
- Provide position descriptions (including roles and responsibilities, accountability, and authority documentation), and compensation;
- Analyze compensation surveys to determine competitive positioning, including development, submittal, and execution of the D&D contractor yearly Compensation Increase Plan;
- Manage the Merit Program and conduct reviews of equity and promotion recommendations;
- Provide Workers' Compensation support;
- Provide reporting and coordination with the third-party Administrator and state agencies;
- Manage (i.e., monitor and process) Short-Term and Long-Term Disability Plans and Family Medical Leave Act employee leaves;
- Coordinate with the site Medical and Management organizations regarding employee work restrictions, as necessary;
- Administer the Paid Time Off Donation Program, Tuition Reimbursement Program, and Employee Wellness Program;

- Develop, manage, and administer D&D contractor salaried employee Performance Assessment Program;

- Participate in the D&D contractor Training Advisory Committee;

- Provide employee relations support to D&D contractor organizations/departments;

- Coordinate with the Legal Department and Management, via the D&D contractor Discipline Review Board, to implement employee discipline policies and procedures;

- Maintain D&D contractor personnel records and ensure their security;

- Develop, review, and maintain HR policies and procedures;

- Track and analyze HR laws, regulations, codes, and other requirements from the state and federal levels, as well as best practices for development or revision to HR policies and procedures;

- Manage the D&D contractor Equal Employment Opportunity/Affirmative Action Plan and Diversity Programs; and

- Maintain, track, and report D&D contractor employee status changes, including a company organizational chart.

C.2.9.153 Information Services (EM.PO.IN.01.50.03)

The D&D contractor shall maintain a functioning Information Services Program. The Information Services organization provided by the contractor shall provide D&D project management for information systems and software asset management. This will also consist of the supporting of D&D contractor users and applications; database and web application development; technology planning, scheduling, cost estimating, and contracting; and other activities to meet information and communications needs in support of project execution and other D&D Project functions.

Other technical activities performed by D&D contractor shall include:

- Provide IT management, planning, and coordination for the D&D Project scope;
- Communicate project computing and telecommunications requirements to the ISS Contractor;
- Provide for the development and implementation of non-enterprise D&D applications, web sites, and databases, in support of the D&D Project work scope;
- Provide user support, maintenance, and administration of non-enterprise software applications, in support of the D&D Project work scope;
- Support implementation of software quality assurance requirements specified DOE Order 414.1D, *Quality Assurance*, as well as guidance provided in DOE Guide 414.1-4, *Safety Software Guide for Use with 10 Code of Federal Regulations (CFR) 830 Subpart A, Quality Assurance Requirements*, and in DOE O 414.1C, *Quality Assurance*; and
- Support project management of D&D IT hardware and software projects, as specified in DOE O 415.1.

The D&D contractor Information Services organization shall also provide IT Project Management that includes the following:

- Provide IT management for non-enterprise project-specific D&D Software Systems, as specified in DOE O 200.1A, *Information Technology Management*;
- Coordinate and support ISS Contractor information security planning and site-wide reporting requirements; and
- Ensure procedure and process compliance to management directives, procedures, and standards.

C.2.9.154 Contracts and Supply Chain (EM.PO.IN.01.50.04)

The contractor shall perform Contracts and Supply Chain management to support the PORTS D&D Project. The contractor shall maintain a DOE-approved Contractor Purchasing System. As part of the maintaining the DOE-approved Contractor Purchasing System, the contractor will provide efficient, effective, compliant, and economical management of procurements and contracts. The contractor shall also integrate functions that include project contracts management and acquisitions, including contract management, acquisition services, and contract compliance.

The contractor shall perform the management of acquisitions, materials management, and supply-chain processes, as well as tools to ensure that the PORTS D&D Project subcontracts and materials management functions are planned, budgeted, and controlled to support achievement of the PORTS D&D mission objectives.

The contractor shall provide real and personal property management services. As part of these services, the contractor shall maintain an approved Property Management System. This approved system shall provide real and personal property management services for the PORTS D&D Project in accordance with DOE O 458.1, *Radiation Protection of the Public and the Environment*, DOE O 580.1A, *Department of Energy Personal Property Management Program*, and all other applicable laws, orders, directives or guidance.

The real and personal property management provided by the D&D contractor shall also include:

- Execution of necessary work for successful lease and/or transfer of property DOE considers in excess for the Portsmouth D&D Project, including but not limited to sampling and analysis, Environmental Baseline Surveys and communications among affiliated entities;

- Flow down requirements of DOE O 580.1A, *Department of Energy Personal Property Management Program*, in order to administer/manage the real and personal property within the PORTS D&D Project and DOE-controlled facilities and areas, including temporary furniture storage;

- Maintain and coordinate the overall real and personnel property activities of the PORTS D&D Project while considering the long-term maintenance, infrastructure, and environmental management activities;

- Document all personal property actions related to the acquisition, use and disposition of personal property assets;

- Ensure that all personal property data is properly entered and maintained in the Property Information Database System (PIDS);

- Coordinate with Asset Recovery and Recycling to transfer excess property, and to otherwise disposition property or materials that are no longer needed by the PORTS D&D Project; and

- Management of Facility Information Management System and PIDS.

C.2.9.155 Records Management (EM.PO.IN.01.50.05)

The contractor shall be responsible for all activities required to manage an effective, efficient, and proactive Records Management/Document Control (RMDC) Organization.

These activities shall include:

- Maintain an approved Records Management Plan in accordance with DOE Order 243.1B, *Records Management Program*, and 36 Code of Federal Regulations (CFR) Chapter XII, Subchapter B, *Records Management*, in coordination with the site-wide Records Management Program that has been developed and is maintained by the ISS Contractor;

- Maintain sound document control processes and systems to control documentation produced under the D&D Contract and ensure efficient tracking and retrieval of documents and information. This shall be completed in accordance with the approved Records Management Plan;

- Comply with existing Records Management Plan practices/procedures in order to maintain accurate, understandable written procedures and other performance documents that ensure safe and effective facility and equipment operation, in accordance with DOE O 422.1, *Conduct of Operations*, while considering and integrating Integrated Safety Management;

- Review, index, box, and provide records to the ISS Contractor prior to facility D&D, as required; and

- Provide records RMDC support to the ACP Project on a full cost recovery basis.

C.2.9.156 Engineering Programs (EM.PO.IN.01.60.01)

The contractor shall be responsible for maintaining a System Engineering Program, as required by DOE O 420.1, Chapter V, *Cognizant System Engineer Program*. The protocols for implementing the site System Engineering Program must be documented; must include the functions, responsibilities, and authorities of CSEs; and must address the following elements:

- Identification of systems covered by the System Engineering Program;
- Configuration management;
- Support for safety-related and critical systems O&M; and
- Training and qualification of CSEs.

Establishment and administration of the System Engineering Program shall include the following activities:

- Organize, recruit, qualify, retain, and evaluate System Engineering Program staff;
- Establish and maintain the System Engineering Program performance documents;
- Assess and improve the performance of System Engineering Program staff, effectiveness of System Engineering Program performance documents, and implementation of System Engineering Program requirements throughout the D&D Project;
- Establish, monitor, and maintain System Engineering Program budgets and work schedules;
- Interface with regulatory authorities in matters under the purview of the System Engineering Program;
- Conduct, identify, collect, and submit System Engineering Program records; and
- Provide functional area Managers and Subject Matter Experts for the System Engineering Program.

Specific activities to be performed by the System Engineering Program staff shall include the following:

- Provide the Engineering Duty Manager;
- Review and approve safety-related work packages by Cognizant System Engineers (CSEs);
- Review and concur with system design changes;
- Develop post-maintenance tests and approve performance of appropriate tests;

- Support the Preventive and Predictive Maintenance Programs;
- Monitor, evaluate, and report the overall system health of critical infrastructure;
- Evaluate suppliers' technical capabilities and approve technical dispositions and evaluations;
- Prepare acceptance criteria, methods of acceptance, and use of commercial-grade items;
- Provide programmatic support to other contractor organizations and initiatives, such as the Emergency Response Organization, Safety Work Groups, the Integrated Safety Management System, etc.;
- Review O&M procedures on assigned safety-related systems;
    - Provide technical liaison between Engineering, Operations, and Maintenance;
    - Perform equivalency substitutions;
    - Assist with system troubleshooting;
    - Prepare engineering evaluations;
    - Prepare operability evaluations;
    - Prepare test plans;
    - Prepare system requirements documents for design changes;
    - Support the design change process;
    - Support the Process Safety Management Program; and
    - Provide responsible disposition authority for parts.

The contactor shall establish a Design Engineering Program to ensure conformance to contractual and regulatory requirements, including those in 10 CFR 830, Subparts A and B; DOE Standard 1073, *Configuration Management*; DOE Standard 1189, *Integration of Safety into the Design Process*; DOE O 420.1, *Facility Safety*; and associated federal and industry design and consensus standards.

Establishment and administration of the Design Engineering Program include the following activities:

- Organize, recruit, qualify, retain, and evaluate the Design Engineering Program staff;
- Maintain the Design Engineering Program performance documents;

- Assess and improve the performance of the Design Engineering Program staff, effectiveness of Design Engineering Program performance documents, and implementation of Design Engineering Program requirements throughout the contractor organization;

- Establish, monitor, and maintain Design Engineering Program budgets and work schedules;

- Interface with regulatory authorities in matters under the purview of the Design Engineering Program;
- Conduct identify, collect, and submit Design Engineering Program records; and

- Provide the Functional Area Manager and Subject Matter Experts (SME) for the Design Engineering Program.

Specific activities to be performed by the Design Engineering Program staff shall include the following:

- Maintain and monitor a Configuration Management Program in accordance with DOE Standard 1073, to include:

    - Safety Class and Safety Significant System configuration boundaries (boundary manuals);

    - Safety class and regulatory configuration items database;

    - Configuration control requirements flow-down to FBP processes and procedures; and

    - Assessment of Configuration Management Program compliance and performance.

- Maintain and monitor the design and configuration change control process, which includes processes for the following:

    - Modification and design change, including design engineering support of field construction and operations turnover;

    - Independent design review to ensure completeness and quality of designs;

    - Equipment specifications, equivalencies, and commercial-grade dedication process;

    - Evaluation and resolution of non-conforming conditions for new procurements and installed equipment; and

    - Process for the assessment and evaluation of Safety System operability to design bases and technical specifications requirements.

- Maintain and monitor the drawing change and archive media process, which includes processes for the following:

    - Engineering drawing development and revision;

- Drawing working media electronic archiving and retrieval;
- Engineering drawing and drafting standards;
- Engineering computer-aided design and drafting tools, software procurement, and maintenance; and
- Identification of as-built versus proposed construction drawings.

- Maintain and monitor the Design Engineering Qualification Program, which includes processes for the following:
  - Specification of required engineering training and qualifications;
  - Periodic review of qualifications and training matrices;
  - Conduct of initial and periodic engineering technical training for all staff and Engineers within Design Engineering; and
  - Remediation of programmatic concerns and process improvements through classroom training, group briefings, and required readings.

- Maintain and monitor the Design Engineering Program for the continued safety of site workers and personnel, which includes processes for the following:
  - Excavation and penetration subsurface engineering;
  - National Electric Code (NEC)/National Electric Safety Code (NESC)/National Fire Protection Association (NFPA)-70E electrical safety and arc-flash protection;
  - Site electrical Authority Having Jurisdiction (AHJ);
  - Fall protection anchorage and structural evaluations;
  - Structural and roof integrity evaluations; and
  - Lifting and rigging evaluations and associated equipment specifications.

- Maintain and monitor the design engineering document control and records process to post and archive design engineering documents and products for project and plant operations use. This process includes:
  - Records management submittal of controlled documents and records;
  - Electronic databases for engineering evaluations, engineering service requests, and other engineering documents; and

  - Electronic archives for engineering designs and their bases.

- Maintain and monitor the Project Welding and Nondestructive Examination Program, which includes the following program elements:

  - Maintenance of an overall Welding Program;

  - Development and maintenance of weld procedures and their qualifications;

  - Establishment and review of weld certifications and qualifications; and

  - Providing a Certified Weld Inspector and Level III Nondestructive Examination Inspector.

- Provide site access to industry specifications and standards, including:

  - Internet access to basic sets of common industrial standards (NFPA, American Society of Mechanical Engineers, American Society for Testing and Materials, etc.);

  - Hard-copy procurement of specialized engineering standards (National Electrical Testing Association, etc.); and

  - Evaluation and interpretation of industrial standards and access to expert assistance, as needed.

- Provide support to the site Integrated Safety Management System, Safety Work Groups, Emergency Response organization, and Emergency Operations Center.

C.2.9.157 Nuclear Safety Programs (EM.PO.IN.01.60.02)

The contractor shall perform the following activities for Safety Basis Program Management:

- Conform to regulatory and contractual requirements including those in 10 CFR 830 Subparts A and B, *Nuclear Safety Management*; DOE Order 420.1C, *Facility Safety*; associated DOE standards; and applicable American National Standards Institute (ANSI) Nuclear Series standards;

- Develop and maintain safety basis documents for Hazard Category 2 and 3 Nuclear Facilities;

- Develop and maintain safety documentation for facilities with radiological and chemical hazards (which are not Hazard Category 2 or 3 Facilities);

- Prepare and maintain program documentation for the Nuclear/Facility Safety Program; and

- Provide technical support and review of project execution and other site activities to maintain compliance with DOE nuclear safety regulations and standards, and to ensure compliance with Safety Basis documents and Nuclear/Facility Safety Program requirements.

The contractor shall maintain the following safety basis documents for the PORTS D&D Project:

- Basis for Interim Operation (BIO) and associated Technical Safety Requirements (TSRs) for the former Uranium Enrichment Facilities;

- Documented Safety Analyses (DSAs) and associated TSRs for the D&D activities for the Gaseous Diffusion Plants (GDPs) and the non-Former Uranium Enrichment facilities, which comply with 10 CFR 830 Subpart B, *Safety Basis Requirements for Hazard Category 1, 2, and 3 DOE Nuclear Facilities*; and

- DSA for the Safety Management Program descriptions for the PORTS D&D Project, which is applicable to all nuclear operations at PORTS.

Approval of safety documentation shall be maintained by implementation and maintenance of a DOE-approved Unreviewed Safety Question (USQ) Program. Implementation and maintenance of this program shall be performed in accordance with 10 CFR 830.203, *Unreviewed Safety Question (USQ) Process*, and guidance from DOE Guide (G) 424.1-1 B, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*.

The contractor shall ensure compliance with Safety Analysis documents and the Integrated Safety Management System Program per 48 CFR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*, by implementation of the following key elements:

- Provide management, technical direction, and support for overall facility safety; and

- Provide administrative support as appropriate.

The contractor shall review and update facility safety documents as facilities are re-assigned to include new facilities. Nuclear and non-nuclear (radiological and chemical) safety documents that are to be maintained including, but not limited to the following:

- Process hazards analyses;
- Hazard analyses documents;
- Safety Analysis documents; and
- DSAs and BIO.

The contractor shall include the associated activities:

- Implement and administer a program to review changes that could impact the facility safety basis documents;
- Provide facility safety independent assessment and oversight to implement and maintain the Nuclear and Non-Nuclear Safety Programs; and
- Develop and maintain training and qualification programs.

Additionally, the contractor shall perform direct support activities [i.e., PORTS On-Site Waste Disposal Facility (OSWDF)] to the for the contractor's Project Execution Organizations and to include the following activities:

- Provide resources to support project execution for day-to-day activities;
- Support the start of new activities;
- Participate in reviews and readiness assessments;
- Evaluate off-normal conditions for compliance with the applicable safety basis documents; and
- Evaluate and prepare required safety basis documentation for proposed changes or new activities.

Hazard Category 2 and 3 Nuclear Facility support activities shall include the following:

- Provide engineering support for nuclear facility safety management;
- Manage safety basis development, maintenance, implementation, direction, and oversight;

- Implement the Nuclear Safety Program, in accordance with the Safety Management Program DSA and Chapters 6-17 of the Safety Basis documents (BIO or DSA);

- Establish and maintain Nuclear/Facility Safety Program performance documents;

- Assess and improve the performance of the Nuclear Safety Program, effectiveness of the program, performance documents, and implementation of program requirements;

- Interface with regulatory authorities in matters under the purview of the Nuclear Safety Program; and

- Prepare, identify, collect, and submit Nuclear Safety Program records.

Non-nuclear facility support activities shall provide engineering support to develop and maintain safety documentation for radiological and industrial buildings, including, but not limited to the following:

- Provide management, development, and document maintenance support for the overall non-nuclear facility safety documentation;

- Perform safety and hazard analysis;

- Design document reviews for impact on Authorization/Safety Basis documents that shall be submitted to the DOE PPPO and subject matter expertise, as required, to implement the Non-Nuclear Safety Programs;

- Conduct facility independent reviews/assessments;

- Implement/administer a program to review changes that could impact non-nuclear safety documents;

- Provide resources to support project execution in areas of Safety Management Programs; regulatory interface; D&D planning, execution, and maintenance of safety documentation to support significant project/facility changes; performance of assessments and surveillances; and support of Plant Operations Review Committee activities; and

- Develop and maintain training and qualification programs for non-nuclear safety.

For the Nuclear Criticality Safety (NCS) Program Management activities, the contractor shall:

- Conform to regulatory and contractual requirements, including those in 10 CFR 830, Subparts A and B, *Nuclear Safety Management*; DOE O 420.1C, *Facility Safety*, Chapter III, *Nuclear Criticality Safety*; associated DOE standards; and applicable American National Standards Institute (ANSI) Nuclear Series 8 Standards;

- Maintain and develop Nuclear Criticality Safety Evaluation (NCSE) documents for fissile material operations in Hazard Category 2 and 3 Nuclear Facilities;

- Prepare and maintain NCS Program documentation; technical support; review of project execution;

other site activities required to maintain compliance with DOE NCS regulations and standards; and assurance of compliance with the NCS fissile material operation evaluation and control documents, and with NCS Program requirements; and

- Develop and maintain NCS documentation for facilities with radiological and chemical hazards that are not Hazard Category 2 or 3 Nuclear Facilities, to verify that no credible potential for a criticality accident exists.

NCS Program Management shall include the following activities:

- Maintain NCS Program performance documents (program descriptions, plans, procedures, and guides);

- Assess and improve the performance of the NCS Program, effectiveness of NCS Program performance documents, and implementation of NCS Program requirements;

- Interface with regulatory authorities in matters under the purview of the NCS Program; and

- Prepare, identify, collect, and submit NCS Program records.

The contractor shall utilize the NCS Program to ensure the safety of fissile material operations; achieve a state of "criticality incredibility" prior to completing D&D of the facility structure; and ensure the adequacy of the NCS Program to support necessary evaluations, training, and oversight.

The contractor shall also evaluate and supplement, as needed, the adequacy of existing site data and NCSEs. In addition, the contractor shall collect characterization data, particularly from NDA of process equipment, to support determinations; and Lessons Learned from Oak Ridge and other locations shall be used as resources for PORTS NCSEs and processes for determining criticality incredibility.

NCS Program support for Hazard Category 2 and 3 Nuclear Facility activities shall include, but are not limited to the following:

- Evaluate the placement, design, and adequacy of the Criticality Accident Alarm System (CAAS);

- Develop and implement the criticality evaluation and requirements to establish a basis to prove that the "double contingency" principle is achieved or that there is no credible way of achieving a criticality;

- Maintain the NCS Program for all contractor-managed Hazard Category 2 and 3 Facilities and fissile material operations;

- Review all new projects and activities to ensure compliance with the existing set of NCSEs and associated controls, and document those reviews;

- Review all new and specified revised operating procedures to ensure compliance with the set of NCSEs and associated controls;

- Conduct and document inspections of facilities with fissile material operations and NCS controls;
- Oversee and revise, as necessary, the criticality safety training;
- Maintain the NCS Program documentation and update administrative procedures as required;
- Conduct management assessments of the NCS Program; and
- Provide support for the USQ process and for the development and maintenance of Safety Basis documentation.

Additionally, the contractor shall provide support activities and cover the recruitment, training, qualification, management, and oversight of the NCS Program staff, including those listed below, to perform direct support activities (i.e. PORTS OSWDF Project) to the contractor's project execution organizations:

- Provide support for project execution activities, including support of updates to the NCSEs, operational support, review of work activities, and inspections/assessments of work areas and activities;
- Analyze existing site data and NCSEs to ensure the safety of fissile material operations; perform evaluations; and verify site data and conditions, in order to establish criticality incredibility;
- Update NCSEs to incorporate changes to the criticality prevention requirements; and
- Review sampling and analysis data to ensure that fissile inventory assumptions/controls are maintained and any anomalous results are identified.

C.2.9.158 Conduct of Operations Program (EM.PO.IN.01.60.03)

The contractor shall provide Operational Readiness support which is necessary for conformance to regulatory and contractual requirements, including applicable elements of DOE Order 425.1D, *Verification of Readiness to Start Up or Restart Nuclear Facilities*, and DOE-STD-3006-2010, *Planning and Conducting Readiness Reviews*, for the PORTS D&D Project.

A formal Operational Readiness (OR) Program shall be required for the startup/restart of "activities or operations that involve radioactive and/or fissionable materials in such form or quantity that a nuclear hazard potentially exists to the employees or the general public," per DOE O 425.1D, *Verification of Readiness to Start Up or Restart Nuclear Facilities*. The contractor shall provide personnel to maintain the OR Program and supply a qualified readiness lead to Project Execution organizations. The readiness lead is necessary in order to conduct readiness activities for ensuring that nuclear facilities, operations, and activities are ready to initiate before execution or restart begins.

The contractor shall also develop and maintain an Implementation Verification Review (IVR) process that follows the guidance of DOE Guide (G) 423.1-1A, *Implementation Guide for Use in Developing Technical Safety Requirements, Appendix D, Performance of Implementation Verification Reviews of Safety Basis Controls*. The implementation verification process was developed to be applicable to the D&D process and to incorporate the requirements of DOE G 423.1-1A, Appendix D.

The contractor is responsible for establishing a Conduct of Operations (COO) organization to ensure conformance to regulatory and contractual requirements, including the applicable elements of DOE O 422.1, Change 1, *Conduct of Operations*, for the PORTS D&D Project. The COO organization shall also comply with 48 CFR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution.*

The contractor COO organization shall establish a COO program implemented by procedures and based on well-developed industrial and nuclear facility operating practices. Establishment and implementation of the PORTS COO Program shall consist of activities including the preparation of institutional documents, training and qualifications, and program oversight and review. The Nuclear Facility Manager qualification process shall also be established as part of the COO program.

C.2.9.159 Training Programs (EM.PO.IN.01.60.04)

The contractor is responsible for all activities required to manage an effective, efficient, and proactive Training Organization. The Training organization shall establish a program that conforms with regulatory and contractual requirements, including those in DOE Order 426.2 (*Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities*), 10 CFR 851 (*Worker Safety and Health Program*), 10 CFR 830 (*Nuclear Safety Management*), 10 CFR 835 (*Occupational Radiation Exposure*) 29 CFR 1910 (*General Industry Standards*), and 29 CFR 1926 (*Construction Standards*).

General training (General Employee Training [GET], Radiological Worker, Security, Cyber Security, etc.) is provided by the ISS Contractor.

The activities for establishing and administering the Training program by the D&D contractor include the following:

- Organize, recruit, qualify, retain, and evaluate Training program staff;
- Establish and maintain training program performance documents;
- Assess/improve the performance of training program staff, effectiveness of training program performance documents, and implementation of training requirements throughout the D&D Project;
- Establish, monitor, and maintain training program budgets and work schedules;
- Interface with regulatory authorities in matters under the purview of the training program;
- Conduct, identify, collect, and submit training program records;
- Develop and maintain an initial and continuing training program for operations, maintenance, and support functions, in compliance with DOE O 426.2;
- Develop and maintain procedures to establish training program requirements using a tailored systematic approach to the training process;
- Perform training analyses to determine the methods, type, and frequency of training needed;
- Design, develop, and revise training materials to support Operations, Maintenance, and projects;
- Conduct and administer training for Operator and Supervisor Qualification and Certification programs;
- Provide training development support to SMEs and administer Environmental, Safety and Health, Quality Assurance, Nuclear Criticality Safety, and Waste Management training;
- Conduct and administer training for mobile equipment and heavy equipment Operators;
- Develop and implement a Supervisor/Manager training program;
- Develop and maintain a DOE-approved Training Implementation Matrix (TIM) (reference DOE O 426.2) or a Training Program Plan;

- Develop and administer a DOE-approved program providing for exceptions to training;
- Coordinate training needs with the ISS Contractor providing general site training (i.e., GET, Radiological Worker, and Security training);
- Coordinate vendor (or other) supplied training for specific subject areas (e.g., Asbestos Worker, Hazmat Technician, etc.);
- Maintain accurate personnel training hard-copy files and records database; and
- Perform assessments and evaluations of the D&D contractor training program.

C.2.9.160 Laundry Services (EM.PO.IN.01.70.01)

The contractor shall provide pickup and distribution of laundry across the PORTS site, including the DUF_6 Conversion Facility.

The contractor is responsible for providing subcontracted off-site laundry services for the Portsmouth Gaseous Diffusion Plant (PORTS), including:

- Provide materials, services, testing devices, and all items necessary for the laundering, disinfecting, sanitizing, transporting, testing, evaluating, and ensuring quality of the D&D contractor Off-Site Laundry Service contract;

- Supply adequate labor, supervision, tools, equipment, etc. for on-site pickup and delivery to and from PORTS facilities; and

- Provide off-site laundry services for the DUF_6 Conversion Facility.

The contractor shall also be responsible for providing respirator pickup and distribution services at the PORTS Site, including the Depleted Uranium Hexafluoride (DUF_6) Conversion Facility.

C.2.9.161 Sanitary Services (EM.PO.IN.01.70.03)

The D&D contractor will coordinate sanitary garbage removal with the ISS Contractor and D&D contractor's facility managers. The D&D contractor shall also coordinate spot-checking for non-compliant items and radiological material, and coordinate the pickup and transfer of full containers to a designated pickup location. Pickup and drop locations shall be established throughout the PORTS site, with concurrence from the D&D contractor Radiological Control organization and coordination with the D&D contractor facility managers and the ISS contractor.

C.2.9.162 PSS Services (EM.PO.IN.01.70.04)

The contractor shall provide Site Shift Operations support for the entire Portsmouth Gaseous Diffusion Plant (PORTS) site, including the American Centrifuge Plant (ACP), Babcock & Wilcox Conversion Services, and the Infrastructure Support Services (ISS) Contractor. The overall coordination of operational activities for PORTS shall be performed by the on-duty Plant Shift Superintendent (PSS). The PSS, or designee, shall function as the Crisis Manager/Incident Commander for emergencies, until relieved.

Site Shift Operations services shall include the following activities:

- In the absence of DOE, act on behalf of DOE on delegated tasks;
- Serve as the central point of contact for incident/event notification for all DOE activities, making notifications to designated DOE Management personnel;
- Serve as Incident Commander for all DOE classified and unclassified emergencies, as required in DOE O 151.1C, Comprehensive Emergency Management System;
- Categorize applicable DOE Occurrence Reports, using criteria outlined in DOE O 232.2; serve as the Authorized Derivative Classifier for information transmitted off-site; and process occurrences on the Occurrence Reporting and Processing System;
- Make emergency notifications for all occurrences and emergencies, in accordance with the Site Emergency Plan;
- Act as the Emergency Coordinator during RCRA emergencies, in accordance with the RCRA Contingency Plan;
- Serve as the central point of contact for incidents concerning Safeguards and Security, making notification to designated Security personnel;
- Manage the Radio Communications Program, including Federal Communication Commission licenses;
- Act as the emergency point of contact for off-site waste and material shipments, and activate the Off-Site Transportation Assistance Team, as required;
- Serve as the primary monitor of the PORTS Utility System Alarms (i.e., Dry Air, Nitrogen, Chlorine, RCW, Dew Point, Tank Levels), Criticality Accident Alarm System, Site Severe Weather, Plant Red Phones, X-342 Fluorine gas, Cascade (General, Seismic, includes X-700/X-705 Sump), Environmental, D&D contractor, ISS Contractor Security, and ACP Security;

- Serve as the back-up monitor of the following PORTS systems when the Fire Department staffs the Alarm Room: Fire, ACP Fire, BWCS Fire, and 911; not available to monitor the PORTS Power System and ACP Security;
- Maintain and support the D&D contractor Overtime Canvassing System Database; and
- Monitor weather conditions and make notifications to facilities of plant infrastructure changes caused by adverse conditions (e.g., loss of X-690 Steam Boilers due to cold weather);

- Perform S&M of the below-listed PSS-owned facilities or systems:
  - X-220A Instrumentation Tunnels;
  - X-220B1 Process Instrumentation Lines;
  - X-220B2 Carrier Communication Systems;
  - X-220E2 Process PA [Public Address] System;
  - X-220F Plant Radio System;
  - X-220H McCulloh Alarm System;
  - X-220J Radiation Alarm System;
  - X-220K Cascade Automatic Data Process System;
  - X-220L Classified Computer System;
  - X-300 Plant Control Facility;
  - X-300A Process Monitoring Building;
  - X-300B Plant Control Facility Carport;
  - X-300C Emergency Communication Antenna;
  - X-720B Radio Base Station; and
  - X-2220D Telephone System (except Gas Centrifuge Enrichment Plant duct bank).

The contractor shall perform operation and maintenance of the PORTS Criticality Accident Alarm System (CAAS), including the following activities:

- Maintain and verify operability of the PORTS CAAS to the specifications of American National Standards Institute/American Nuclear Society 8.3, Criticality Accident Alarm System, for the period of performance, or as long as a CAAS is required by the FBP Nuclear Criticality Safety Program, or by other site contractors;

- Prepare maintenance and operating procedures, as well as planning and scheduling CAAS maintenance using a computerized PM and CM System;

    - Oversee all approved modifications to the system;

    - Track system maintenance to ensure that the system remains compliant with the system configuration control baseline and regulatory requirements;

    - Track system performance of key operational parameters, and trend the performance to aid in the identification of any adverse trends;

    - Provide monthly system health reports to management;

    - Perform periodic system walk-downs to identify abnormal system configurations or unauthorized modifications;

    - Observe system maintenance to verify procedural adherence;

    - Assist in review and approval of any proposed procedure changes;

    - Perform engineering and operability evaluations to support the continued operation of the CAAS;

    - Calibration of the Californium source for the CAAS testing program according to approved procedures;

    - Maintain an operating knowledge of the CAAS design and design basis documentation, including the technical safety requirements; and

    - Maintain a System Requirements Document and keeping all CAAS-related drawings current.

C.2.9.163 Work Planning Support (EM.PO.IN.01.70.05)

The contractor shall be responsible for all activities required to maintain a Work Planning and Control (WP&C) program to ensure safe activities in each of the PORTS facilities, utilizing a graded approach. Nuclear and high-hazard facilities shall have the highest levels of controls, in accordance with 10 Code of Federal Regulations (CFR) 851, *Worker Safety and Health Program*, and DOE O 422.1, *Conduct of Operations*. Work planning and control are specifically implemented through DOE O 420.1C, *Facility Safety*, which invokes DOE-STD-1073-2003, *Configuration Management Program*. Work planning and control is an integral part of the Integrated Safety Management System.

The contractor shall maintain the required programmatic documentation to implement the work planning and control requirements of DOE O 433.1B, *Maintenance Management Program for DOE Nuclear Facilities*.

The contractor shall complete the following actions to implement a Work Planning and Control Program that incorporates the requirements of applicable DOE directives:

- Maintain a Work Planning and Control organization, including a "base" organization to support the program, and a "matrix" organization to support project execution in the field;
- Support the training program in preparing a Training and Qualification Program for Work Planning and Control personnel;
- Support all project organizations through development of work control documents;
- Maintain the process for selection, qualification, and training of the Work Planning and Control organization personnel;
- Maintain the Work Planning and Control Program that implements the applicable requirements of DOE O 433.1B, Maintenance Management Program for DOE Nuclear Facilities;
- Implement an assessment program focused on measuring the effectiveness and rigor of the Work Planning and Control Program; and
- Track and trend the performance of the Work Planning and Control Program.

C.2.9.164 Indirect Waste Management Program Support (EM.PO.IN.01.80.01)

The contractor shall complete Waste Management (WM) programmatic activities, including ensuring waste compliance; procuring materials and services; generating regulatory and contractual reports and forecasts; managing costs; and managing records associated with WM activities. In addition, the contractor shall provide support of the DOE programmatic initiatives, including the DOE Consolidated Audit Program, at the request and direction of DOE.

The WM Program shall include maintenance of a DOE Order (O) 435.1, *Radioactive Waste Management*, compliant program that forecasts, manages, and disposes of compliant waste materials from the PORTS Site.

The contractor shall:

- Maintain an integrated plan and procedure document suite with applicable regulatory and contractual flow-down requirements for the major waste activities (i.e., characterization, generation, packaging, storage, tracking, disposition, and transportation);

- Maintain regulatory compliance;

- Provide waste characterization and classification of wastes to ensure that all subsequent activities associated with packaging, storage, and transportation are compliant;

- Track all project waste through the eMWaste® Database;

- Maintain program and programmatic resources for the certification of waste shipped to external facilities;

- Prepare Nevada National Security Site-required monthly reports, support vendor and disposal site audits, prepare profile modifications, and ensure waste acceptance criteria compliance;

- Review and approve generator waste profiles, oversee generator and OSWDF compliance with profiles and the WAC, conduct periodic compliance audits and assessments, and prepare required reports; and

- Maintain and manage waste disposition records.

C.2.9.165 Centrus Energy Corporation (formerly United States Enrichment Corporation [USEC])-American Centrifuge Program (ACP) Work Authorizations with DOE (ND.PO.01.01.05.01)

The contractor shall provide Government Furnished Services and Items (GFSI) type services to Centrus/American Centrifuge Program (ACP) at the Portsmouth site. The services shall be provided to Centrus/ACP through the United States Department of Energy (DOE) work authorizations. The work authorizations listed in Section J, Attachment 7 provide the entire scope and details of the work to be performed. The contractor shall provide support documentation to DOE for cost recovery of the services provided with its invoice to DOE. This support documentation includes detailed back up and summary information by work authorization and contractor's invoice number to DOE. All services/work shall be performed in accordance with all applicable permits, laws and regulations of the State of Ohio, the Federal Government, DOE Orders, and all other codes, Standards, work authorizations, procedures and requirements as applicable.

The contractor shall provide Environmental Support and Waste Management Support Services to the Centrus Energy Corp (Centrus; formerly USEC) ACP. This includes:

- Waste characterization, tracking, manifesting, and shipping;
- NPDES sampling;
- Waste sampling;
- Liquid effluent collection (LEC) tank sampling;
- Manhole special and compliance sampling;
- On-site Meteorological Monitoring System;
- Miscellaneous sampling upon request; and
- Waste Package Certifier (WPC) to oversee filling of containers in ACP Space.

The contractor shall furnish Technical Support for the Lead Cascade to the Engineering and Nuclear Safety groups at the ACP. This includes support from Nuclear Safety, Configuration Management, Engineering, and Fire Services. The support activities shall include:

- Preparation and review of Facility Application Change (FAC)/Plant Application Change (PAC), Facility Change Evaluation (FCE)/Plant Change Evaluation (PCE), and Regulatory Oversight Agreement (ROA) packages;
- Structural/seismic analyses;
- Engineering and design support including welding, piping, pressure vessels, UF_6 cylinders, materials, heating, ventilating, and air conditioning (HVAC), and fire protection;

- Nuclear criticality safety program implementation;
- Nuclear criticality safety evaluation development;
- Nuclear safety basis reconstitution;
- Integrated safety analysis development and maintenance; and
- Miscellaneous technical reviews.

The contractor shall provide Analytical Services Support required to perform sample analysis as requested by Centrus/ACP personnel. Support shall include:

- National Pollutant Discharge Elimination System (NPDES) compliance, environmental, engineering project, and radiological vent sample analysis;
- Liquid Effluent Collection (LEC) tank analysis;
- Waste sampling/characterization analysis;
- Waste Non-Destructive Assay (NDA) measurements;
- Industrial Hygiene air and bulk sample analysis using approved Occupational Safety and Health Act (OSHA) or National Institute for Occupational Safety and Health (NIOSH) methods;
- Health Physics sample (air, bulk, liquid, and smear samples) for gross contamination or isotopic analysis;
- Nuclear materials analysis for assay and content (NDA);
- Urine sample analysis for uranium by inductively coupled plasma (ICP), mass spectrometry (MS), and specific gravity; and
- Miscellaneous sample analysis as requested.

The contractor shall provide Health Physics (HP)-Industrial Hygiene (IH) Support to Centrus/ACP. The contractor performing the services shall provide qualified HP and IH support to the Centrus/ACP. Support shall include:

- Routine, job coverage, and IH surveys;
- Sample transport;
- Instrument response verification and metrology support to RadCal Facility;

- Respiratory protection equipment and fit testing;
- Source Control Program requirements;
- Dosimetry Programs:
  - Maintain Health Professions and Related Sciences (HPRS) and Urinalysis Program databases;
  - Provide National Voluntary Laboratory Accreditation Program (NVLAP) accredited Thermoluminescent Dosimeters (TLDs) for use in Centrus/ACP spaces;
  - Provide dosimetry reports to meet Centrus/ACP procedure requirements;
- Provide portable eyewashes upon request;
- Ensure that at least one Q-cleared qualified HP technician is available to provide 24-hour coverage to meet lead cascade minimum staffing requirements; and
- Provide Internal and External Dosimetry services for personnel formerly enrolled in the USEC Government Services (USEC GS) Portsmouth Dosimetry program, including former USEC GS employees and personnel contracted by USEC GS, to provide radiation dose reporting to affected personnel and regulatory agencies.

The contractor shall provide Radiation Lab/Instrument and Calibration (I/C) Maintenance support to the Centrus/ACP. Support includes:

- Personnel Contamination Monitor (PCM-2) calibration and repair;
- Daily PCM-2 source/response checks;
- HP survey instrument calibration and repair; and
- Calibration of potentially contaminated measuring and test equipment (M&TE) and process vent instruments (pressure transmitters, flow transmitters, SPA-3 probes, etc.).

The contractor shall provide Fire Service/Emergency Management/Plant Shift Superintendent (PSS) Services support to the Centrus/ACP. Support includes, but is not limited to, Fire Safety, Emergency Management, and PSS. The contractor shall provide:

- Fire Safety
  - Furnish fire services support, and perform associated inspections and testing of Centrus/ACP fire equipment such as, but not limited to:
    - Fire alarms;

  - Portable fire extinguishers;
  - Sprinkler systems;
  - Detection equipment;
  - Smoke ventilation systems;
  - Water supply system components;
  - Fire doors;

- Inspection and testing services shall be performed in conjunction with Centrus/ACP Fire Protection personnel;
- Operate and maintain the common firewater distribution system (i.e. storage tanks, underground distribution piping, alarms and water supply) at the Portsmouth site;
- Ensure that procedures used for fire safety, response, and/or protection are maintained and any changes to procedures utilized to support Centrus/ACP facilities, activities, or implement Lead Cascade License Application requirements are reviewed and mutually agreed to by Centrus/ACP Fire Safety/Emergency Management;
- Work may also include special activities on an as needed/as requested basis, including compensatory actions such as fire patrols, review of fire protection issues, and support for fire equipment maintenance activities;
- Notify the on-duty Shift Supervisor, Centrus/ACP Fire Safety/Emergency Management, and Facility Custodian in advance of scheduled activities to be performed within Centrus/ACP facilities such as, but not limited to: sprinkler flow tests, smoke detector testing, smoke ventilation system testing, alarm testing, building surveys, fire safety inspections, etc.;
- Report deficiencies identified during testing and inspections of Centrus/ACP facilities, systems, and/or equipment to the on-duty Shift Supervisor, Centrus/ACP Fire Safety/Emergency Management, and the facility custodian, as applicable;
- Ensure that testing and inspections are conducted in accordance with approved policies, plans, training, and procedures;
- Provide and maintain the following emergency response equipment - One pumper truck with a minimum delivery capacity of 1,000 gallons per minute, One ambulance, and One HAZMAT response truck with radiological and rescue equipment;
- Provide a minimum of four qualified firefighters and one fire services supervisor per shift, 24-hours per day, seven days per week;

- The response time from alarm to the application of fire suppressant to a fire in a Centrus/ACP area/facility will not exceed 20 minutes for 90% of the responses;

- Maintain oil spill response supplies and equipment sufficient to control a spill of 4,000 gallons. Spill response equipment shall include at a minimum: booms, pigs, absorbent cloth (pads and rolls) and skimmer;

- Provide specialized fire protection training on topics such as, but not limited to, portable fire extinguishers and fire watch; and

- Transmit all proposed changes to TSR Section 2.7.3.3, *High Pressure Fire Water System* (POEF-FPB-002) to ACP Technical Services for review prior to implementation of proposed changes that could affect the ACP Fire Water Supply.

- Emergency Management - Provide Emergency Management services for the implementation of the United States Nuclear Regulatory Commission (NRC) approved Emergency Plan such as:

  - Coordinate and manage an Emergency Management Program that implements the requirements of the PORTS Emergency Plan;

  - Ensure that Emergency Plan Implementing Procedures (EPIPs) are maintained and any changes are reviewed and approved by Centrus/ACP Fire Safety/Emergency Management;

  - Coordinate emergency planning activities, drills and exercises, briefings, and training with off-site response organizations that support the requirements of the Emergency Plan;

  - Coordinate an emergency management drill and exercise program that provides for the conduct and evaluation of drills and exercises that maintain and test the response capabilities of emergency personnel, facilities, equipment, procedures, and training;

  - Coordinate and manage an emergency management training program that implements the requirements of the Emergency Plan for Centrus personnel and support organizations assigned to the Emergency Response Organization (i.e. Emergency Operations Center (EOC) Cadre, Joint Public Information Center (JPIC) Cadre, and Field Emergency Response Organization Cadre);

  - Coordinate the minimum operational staffing requirements for operations of the EOC and JPIC. The EOC and JPIC are staffed, trained, and equipped to respond to emergencies and/or abnormal events in Centrus/ACP facilities;

  - Provide a Field Emergency Response Organization that is staffed, trained, and equipped to respond to emergencies and/or abnormal events in Centrus/ACP facilities;

  - Staff, coordinate, and maintain a process for implementing emergency public information in the event of emergency or abnormal events at Centrus/ACP facilities;

- Coordinate, develop and maintain an Incident Commander and an Incident Command System that provides for the management of emergency response activities, protective actions, and notification of personnel in the event of site emergencies, and abnormal events;

- Develop and maintain mutual aid agreements with off-site emergency response organizations that support the emergency response requirements of the Emergency Plan;

- Coordinate and offer off-site response organizations (i.e. local fire, law enforcement, ambulance, and hospital services) briefings; that covers such topics as, but not limited to; review of Emergency Plans and EPIPs,; changes to the Emergency Plan or Procedures; information on hazards, onsite and off-site protective actions; Emergency Action Levels; notifications; and response coordination issues;

- Provide radios for emergency communications and notifications;

- Coordinate the emergency response planning, emergency release reporting, hazardous inventory reporting, and toxic chemical release reporting with the United States EPA Superfund Amendments and Reauthorization Act (SARA) Title III (Community Planning and Community Right to Know Act); and

- Provide a plant wide public address system, which includes services to all Centrus/ACP subleased facilities and surrounding areas, and provide support services for the Centrus/ACP to ensure that the Public Warning System (PWS) is maintained in a state of readiness for emergency notification of off-site area residents.

- Plant Shift Superintendent (PSS)

  - Independently determine reportability and safety issues in accordance with procedure ACD2-RG-004, *Corrective Action Process*;

  - Complete verbal notifications, including associated documentation, of reportable events to the Regulator (NRC and/or DOE) in accordance with procedure ACD2-RG-044, *Nuclear Regulatory Event Reporting;*

  - Provide a reporting point for issues with shipments of Centrus/ACP parts; and

  - Act as point of contact 24 hours/day, 7 days/week for selected emergent situations at the Centrus/ACP.

The contractor shall furnish Fire Services and/or Emergency Management maintenance, testing and repair Support to the Centrus/ACP. Such support shall include, but is not limited to the following:

- Fire Safety;

  - Provide maintenance, testing, inspection and repair services for the fire alarm, evacuation push buttons, and sprinkler systems in Centrus/ACP facilities and to the first isolation point outside each facility by trained, qualified personnel;

  - Support the monthly wet pipe sprinkler system pressure inspection and annual functional flow test inspection of the wet pipe sprinkler systems in the Centrus/ACP facilities by trained, qualified personnel; and

  - Work may also include special activities on an as needed as requested basis, including compensatory actions such as fire patrols.

- Emergency Management - Provide maintenance and repair services support activities for the Public Address (PA) and related emergency management alarm systems by trained, qualified personnel.

The contractor shall furnish Security and Access Services support to the Centrus/ACP. Support includes:

- Controlled Access Area (CAA) armed guard alarm response (minimum armed officer) for the Centrus/ACP Lead Cascade and Commercial Plant;

- CAA portal staffing (minimum armed officer) for the Centrus/ACP Lead Cascade and Commercial Plant;

- Exterior patrol for the Centrus/ACP Lead Cascade and Commercial Plant;

- Support for the Security Portals operated under Centrus/ACP procedures;

- Protective Force services 24 hours per day, seven days per week for exterior patrol of the Centrus/ACP CAA;

- Armed guard response to unauthorized penetrations of the Centrus CAA, security alarms, or to threats of theft or violence, and maintain the number of armed response personnel required by the Centrus/ACP Security Program and licensing documents;

- Additional internal support shall be requested to fulfill requirements for armed support within the CAA. With the exception of emergent needs, these requests shall be made in advance with stipulated durations noted. As the program develops, more definition of requirements and final security posture shall be determined and implemented; and

- Other security services including, but not limited to, training support may be requested by the Centrus/ACP Security Manager.

The contractor shall provide Process Services/Mass Spectrometry laboratory labor, equipment, and materials to support as requested by Centrus/ACP. Such support shall include:

- Support services for three Centrus/ACP mass spectrometers; two in service and a third as a reference/backup for the other two, including calibration, repairs, and operation;

- A functional check at least once daily, Monday through Friday, when spectrometer(s) and vent monitors are operating, to ensure normal operation;
- Support services for environmental radiological vent monitors, including weekly and quarterly trap media change, calibration, repairs, and operation;
- Maintenance of laboratory isotopic analysis standards;
- Mass spectrometer sources replacement and servicing as needed;
- Valves and fittings specialized to mass spectrometer and vent monitor applications;
- Software programs to support continued operation of the mass spectrometers and vent monitors;
- Reports and documentation of performance reliability, error codes, operational trends, failure modes;
- Vent monitor trap analysis results and flow data reports;
- Transport and disposal of equipment and supplies associated with support of mass spectrometers and vent monitor traps;
- Compliance with Industrial Hygiene and Health Physics, security, and regulatory constraints;
- Maintenance of Centrus/ACP mass spectrometer(s) and vent monitor(s) in good working order; and
- Maintenance of one vent sampler and collection of vent samples weekly, quarterly, and annually, as needed, for operational upsets, in accordance with current laboratory procedures.

The contractor shall furnish labor and equipment required to perform scale calibration and maintenance on a UF_6 cylinder scale and Mettler Toledo XS2002S sample scale at least once annually and as requested by the Centrus/ACP.

The contractor shall provide Non-Destructive Assay (NDA) Measurement Support services to the Centrus ACP. The contractor shall provide NDA nuclear material analyses services for Centrus/ACP. Such support shall include:

- Nuclear material analyses for assay and uranium holdup in process equipment (e.g., valves, cylinders, traps, piping, etc.) in support of annual requirements and special NDA requests;
- Estimates of nuclear material specific to cascade inventory calculations;
- Analysis of cascade equipment, parts and piping for engineering evaluations; and
- Documentation and reporting of analysis including description of measurement request; measurement data; NDA techniques used; analysis, constraints and results.

The contractor shall provide Model 12B Cylinder Transport Support services to the Centrus/ACP. The contractor shall provide services to receive perform receipt inspection, accountability weigh, Health Physics (HP) survey, process/document and transport and deliver both empty and full Model 12B cylinders to ACP on an as-requested basis.

The contractor shall provide Nuclear Materials Control and Accountability (NMC&A) Support to the Centrus/ACP Lead Cascade program. Such support shall include:

- Authorizing/Processing Nuclear Material Receipts (Tally-In);
- Authorizing/Processing Nuclear Material Shipments (Tally-Out);
- Processing nuclear materials sample transfers;
- Processing other nuclear materials transfers (Internal);
- Review of possession limits; Monitoring of Inventory Quantities vs. Possession Limits; and Monitoring for Unauthorized Production/Enrichment Activities;
- Review sampler system trap information;
- Performance of annual nuclear material inventory and reconciliation;
- Measurement control coordinator review activities;
- Review of Centrus/ACP nuclear materials control plans and procedures;
- Support for nuclear material accounting system;
- NMC&A mentoring of Centrus/ACP personnel;
- Resolution of indicators of missing nuclear material;
- Item control program;
- Record keeping; and
- Statistician Support.

The contractor shall provide Records Management-Document Control (RMDC) support to the Centrus/ACP RMDC support for the lead cascade in compliance with Centrus/ACP's Lead Cascade/Commercial Plant NRC License requirements.

The contractor shall provide Power Operations and administrative services to the Centrus/ACP. Electric power shall be supplied to major load centers at the plant. Costs shall be distributed based on usage of

megawatt hours of electricity relevant to each plant (excludes power/electricity purchased directly for DOE or their contractors).

The contractor shall provide Dry Air Services to the Centrus/ACP as available per the Master Binding Facility Agreement. This includes providing operation and maintenance of the dry air production compressors and equipment. The costs of such O&M charged (distributed) to Centrus/ACP shall be determined by Centrus/ACP's usage per 1,000 cubic feet of dry air relative to the total usage of dry air by all users at the Portsmouth Site.

The contractor shall provide Raw Water to the Centrus/ACP.

The contractor shall provide Sanitary Water services to the Centrus/ACP. This includes softening, clarification, settling, disinfecting, filtration, post-chlorination and transmission of water through the sanitary distribution system. The costs of such activities charged (distributed) to Centrus/ACP shall be determined by Centrus/ACP's usage of 1,000 gallons of sanitary water relative to the total usage of water by all users at the Portsmouth Site.

The contractor shall provide Sanitary Sewer services to Centrus/ACP for processing of raw sewage at the X-6619 Sewage Treatment Plant. The costs of the services charged to Centrus/ACP shall be determined by Centrus/ACP's usage per 1,000 gallons of sewage treated relative to the total treatment of sewage by all users at the Portsmouth Site.

The contractor shall recover costs associated with company-level oversight and management of contractor provided services support to Centrus/ACP. This support includes Office of the President, Legal, Site-wide Interface, Compliance/Internal Audit, Finance and Accounting, External Affairs and Human Resources.

The contractor shall provide support for Centrus/ACP Oak Ridge Mass Spectroscopy to the Centrus/ACP. The contractor shall provide the following services:

- Supply and refurbish UF_6 standards sources at assay values specified by the Centrus/ACP STR (Estimated Quantity: up to ten per year);

- Provide miscellaneous mass spectrometry support service to include repairs to various components, including subassemblies and systems within the mass spectrometer and the routine repair of mass spectrometer ion optics, or ion chamber. Work may rarely include travel to the Centrus/ACP Oak Ridge facilities at Oak Ridge, Tennessee. (Estimated Quantity: up to six per year);

- Perform sample assay analysis and reporting of the U-tube sample results while following security protocol (estimated quantity: up to 25 per year); and

- Following sample analysis, unless otherwise directed, empty and clean sample tubes for return to the Centrus/ACP Oak Ridge facilities at Oak Ridge, Tennessee.

The contractor shall provide support to supply Natural Gas to Centrus/ACP. Centrus/ACP Natural Gas covers the cost of supplying natural gas provided by the DOE to Centrus/ACP leased heating systems (the

GCEP boiler system). Support shall include labor, technical and professional services, materials and equipment to operate and maintain the X-2232E Natural Gas Supply System. Centrus/ACP shall be responsible for all operation and maintenance costs associated with the portion of the X-2232E after the last isolation valve, in Centrus subleased space, supplying the GCEP boiler system.

C.2.9.166 Depleted Uranium Hexafluoride Project (DUF6) Project with DOE

The contractor shall provide Government Furnished Services and items (GFS/I) type services to the Depleted Uranium Hexafluoride Project (DUF6) project at the Portsmouth site. The contractor shall provide support documentation to DOE for cost recovery of the services with its invoice to DOE. The contractor's invoice shall include detailed back up and summary information by work breakdown structure (WBS) element. Costs shall be collected in separate accounts for services provided in support of these scopes of work. The work shall be costed as agreed with DOE, such as direct charge, usage, or various allocation methods. Services shall be requested via agreed upon means between the contractor, DOE, and DUF6. All services/work shall be performed in accordance with all applicable permits, laws, and regulations of the State of Ohio, the Federal Government, DOE Orders and all other codes, Standards, procedures, and requirements as applicable.

The contractor shall provide Fire Services/Emergency Management/Plant Shift Superintendent support, including:

- Provide Fire, Emergency Management/Plant Shift Superintendent (PSS) services support to DUF6 24 hours per day, seven days per week;

- Comply with the access control requirements for the DUF6 Technical Safety Requirements (TSR)-controlled areas/Category (CAT) 2 and CAT 3 Nuclear Facilities when such controls are put in place;

    - X-1300, Depleted Uranium Hexafluoride Project (DUF6) Conversion Building and associated facilities inside the DUF6 Conversion Facility Personal Protection Area (PPA);

    - X-1745A, Full Cylinder Staging Area; and

    - X-1745B, Empty and Heel Cylinder Staging Area

FIRE SERVICES

- Provide emergency response to all DUF6 DOE area facilities;
    - X-745C, W DUF6 Storage Yard;

    - X-745E, NW DUF6 Storage Yard;

    - X-745G1, Cylinder Storage Yard;

    - X-1215, Vehicle Access House "A";

    - X-1220, Vehicle Access House "B";

    - X-1300, Conversion Building;

    - X-1305, HF Storage Tank Area & Rail Spur;

- X-1310, Nitrogen Storage Area;
- X-1320, KOH Regeneration Building;
- X-1330, Hydrogen Supply System Area;
- X-1605, Service Water Pump House;
- X-1700, Warehouse/Maintenance Building;
- X-1745A, Full Cylinder Staging Area;
- X-1745B, Empty and Heel Cylinder Staging Area;
- X-1745C, Oxide Cylinder Staging Area and Rail Spur; and
- Various BWCS temporary facilities.

- Provide and maintain a Fire Protection and Prevention Program for DUF6 which meets requirements of DOE Order 420.1B Chapter II, *Facility Safety*, and that complies with applicable National Fire Protection Association (NFPA) codes/standards and the State of Ohio Fire Prevention Codes; and

- During an emergency response to an aqueous hydrofluoric acid (HF) spill, the assignment of roles and responsibilities will be in accordance with DUF6 correspondence entitled "Assignment of Roles and Responsibilities during an Emergency Response to an Aqueous Hydrofluoric Acid Spill" dated October 26, 2009 (DUF6-UDS-LEX-09-00927).

EMERGENCY MANAGEMENT

- Provide and maintain an Emergency Management Program, which meets the intent of DOE Order 151.1C, *Comprehensive Emergency Management System*, and the Emergency Management Guide(s);

- Implement a graded site/facility/activity-specific, comprehensive, emergency management program;

- Emergency Management work will comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE Orders), unless relief has been granted in writing by the appropriate regulatory agency;

- Implement comprehensive emergency management requirements, as they apply to the site/facility/activity. General requirements will include the development and implementation of a comprehensive emergency management system;

- Minimize the consequences of all emergencies involving or affecting PORTS facilities and activities (including transportation operations/activities);

- Protect the health and safety of all workers and the public from hazards associated with BWCS operations, decontamination, decommissioning, and environmental restoration;

- Prevent damage to the environment;

- Promote effective and efficient integration of all applicable policies, recommendations, and requirements, including federal interagency emergency plans; and

- Participation in emergency response drills.

PLANT SHIFT SUPERINTENDENT (PSS)

- Provide a PSS/Incident Commander (IC) in accordance with the Site Emergency Plan that meets the intent of the applicable sections of DOE Orders 151.1C and 231.1A, *Environment, Safety and Health Reporting* and the RCRA Contingency Plan;

- Act on behalf of DUF6 for delegated emergency tasks in DUF6 Nuclear Hazard CAT 2 or CAT 3 Facilities, in the absence of DUF6. DUF6 shall not delegate non-emergency tasks to PSS;

- Serve as Incident Commander for all DOE/DUF6 classified and unclassified emergencies;

- Make emergency notifications in accordance with the Site Emergency Plan;

- Serve as the central point of contact for incident/event notification for all site activities and make notification to the designated DOE and applicable prime contractor management personnel;

- Serve as the central point of contact for incidents of safeguards and security concerns and make notification to designated security personnel;

- The PSS (or designee) will provide 24-hour per day, seven days per week emergency management support;

- The contractor Incident Commander will categorize and classify an event in a timely manner. Under most circumstances the categorization and classification of the event is completed as quickly as possible. Most events are classified within 15 minutes from the time of recognition, identification, or discovery. However, each event has its own dynamics and may exceed the 15-minute time frame on occasion;

- The PSS will serve as a continuous point of contact for projects requiring PSS support outside of normal operations. These projects may be specific in nature, requiring individual Security Plans that set forth appropriate requirements; and

- Assumes participation in three joint drills/exercises per year, two hours duration per drill with 15 D&D contractor participants per drill.

The contractor shall provide cylinder yard equipment maintenance services, including periodic scheduled preventative maintenance and emergent maintenance and repairs, to DUF6 operations in Cylinder Yards X-745C, X-745E, and X-745G-1 for the following industrial vehicles:

- Two Allied Wagner NCH-35 cylinder haulers, property numbers P910263 and C900206;
- One Lift King Model LK200R industrial forklift, property number P910342;
- One Daewoo Model CMP50S industrial forklift, property number P910379; and
- One Ottawa Model 30 yard truck, property number P910385.

The contractor shall provide Nuclear Materials Control and Accountability (NMC&A) services to DUF6, including:

- General administration;
- Maintenance and program implementation;
- Program management;
- Procedure maintenance;
- Assessments;
- Accounting records maintenance;
- Perform DOE/NRC form 741, *Nuclear Material Transaction Report*, and 742, *Material Balance Report*, activities;
- Receipt of cylinders;
- Processing of cylinders;
- Nuclear Materials Management and Safeguards System (NMMSS) updates;
- Inventory reconciliation;
- Inventory/financial statements;
- Measurement control;
- Computerized NMC&A System administration;
- Tamper indicating device administration;

- NMC&A training;
- Technical support;
- Reporting incidents of security concern; and
- Provide qualified personnel.

NMC&A services provided by the contractor to BWCS are as follows:

- General – The contractor shall administer, maintain, and implement a program to control and account for nuclear materials present in cylinder storage yards X-745C, X-745E, and X-745G-1 (hereinafter referred to as the "Cylinder Management Facilities"). The program will meet the requirements specified in DOE Order (O) 474.2, Nuclear Material Control and Accountability;
- Program Management – The contractor shall maintain the already approved DUF6 NMC&A plan in order to implement NMC&A DOE order requirements and will ensure resources are in place to support NMC&A program implementation. This includes:
    - Revising the plan as necessary to support operation of the BWCS conversion facility;
    - Maintaining communication with BWCS, DOE-Oak Ridge Operations NMC&A team and DOE Headquarters elements to ensure accurate interpretation of requirements; and
    - Supporting BWCS and DOE field inspections/survey activities;
- Procedures – The contractor shall perform the following activities:
    - Maintain current procedures required to implement NMC&A requirements as listed in the DUF6 NMC&A plan;
    - Ensure NMC&A activities are proceduralized, including those activities necessary to account for nuclear material transactions and inventories and report them to BWCS and DOE offices; and
    - Review and comment on BWCS procedures.
- Assessments – The contractor shall perform the following activities:
    - Conduct self-assessments to verify field implementation of policies and procedures; and
    - Provide technical support to internal or external audits of the NMC&A activities.
- Accounting Records – The contractor shall perform the following activities:

  - Initiate and maintain records to document nuclear material inventory levels and transactions, including shipments, receipts, and transfers of materials; and

  - Maintain the capability to track materials such that individual items can be located in a timely manner.

- The contractor shall complete and distribute DOE/NRC Form 741, "Nuclear Materials Transaction Report" for all shipments, receipts, journal entries, or other transactions; and DOE/NRC Form 742, "NMMSS Report M-742- FAC-GBC-MON" consistent with the requirements contained in DOE M 470.4-6;

- The contractor shall provide NMC&A support for receipt of cylinders from ETTP;

- The contractor shall provide NMC&A support for the transfer and processing of UF6 cylinders in the BWCS conversion facility;

- NMMSS updates – The contractor shall transmit data to the NMMSS to document nuclear materials transactions and inventories, using appropriate reporting identification symbols (RIS), project numbers, assay codes, and other accounting codes specified for transaction to NMMSS;

- Inventory reconciliation – The contractor shall process physical inventory data (received from others) at specified frequencies and reconcile with material balance reports. The contractor shall resolve inventory differences or report discrepancies, which cannot be resolved to BWCS, and DOE per requirements contained in DOE O 470.4, Safeguards and Security Program. (BWCS will make the formal report.);

- Inventory/Financial Statements – The contractor shall provide data to DOE and BWCS finance organizations to support development of financial reports and statements for nuclear material assets at the Cylinder Management Facilities. This includes:

  - Electronic data of annual cylinder yard inventory in a Microsoft Access database format; and

  - Monthly detailed cylinder yard listings;

- The contractor shall maintain oversight of systems used to measure nuclear material content, purity, and enrichment and will approve measurement procedures, monitor performance of control standard measurements, calculate limits of error, and establish measurement variances, if required;

- The contractor shall maintain a computerized database to control nuclear materials. This includes establishing proper software configuration controls to ensure the integrity of the data as well as developing and implementing access controls to prevent unauthorized access to nuclear material inventory information;

- The contractor shall will administer a Tamper Indicating Device (TID) Program intended to detect compromise of nuclear material integrity. The contractor shall furnish the TIDs to BWCS for installation by BWCS personnel;

- The contractor shall will provide training to BWCS personnel as necessary to implement NMC&A program requirements. The contractor shall provide copies of training records to the BWCS training coordinator when training is complete;

- The contractor shall will provide NMC&A technical support to BWCS personnel to address topical issues;

- The contractor shall contact the BWCS Facility Security Officer (FSO) immediately to report potential Incidents of Security Concern (IOSC). The contractor shall assist the BWCS FSO in investigating IOSC;

- Contractor personnel providing NMC&A services for BWCS activities at the Portsmouth site shall possess the qualifications as applicable to the activity being performed. Qualifications may include education, process knowledge, DOE order familiarity, measurements/statistics (familiarity/capability), and training; and

- Contractor personnel performing work for this work package will not use their security clearance on behalf of BWCS. Contractor personnel performing work under this work package will not enter any cylinder management facility without both the permission of the facility manager and a BWCS escort.

The contractor shall provide railcar support services, including labor and mobile railcar mover equipment to move railcars from the drop-off point at PORTS to the DUF6 site and for positioning railcars at the DUF6 site, use of the contractor railcar mover, as needed, and preventative and emergent maintenance of DUF6 railcar mover as requested by DUF6.

The contractor shall provide sampling and analytical laboratory support services including labor and laboratory facilities, equipment, and material to provide sampling and analytical laboratory support services (including Non-Destructive Assay [NDA]) for the DUF6 site operations. The contractor Sample Management Office will provide on-site laboratory support for radiochemical analysis, process gas analyses, classified material analyses, and organic/inorganic material analyses requiring short turnaround times. The appropriate laboratories shall be utilized for specialty analyses and analytical work exceeding the capacity of the on-site laboratory.

The contractor shall provide dosimetry support services to DUF6 to satisfy 10 CFR 835, *Occupational Radiation Protection*, requirements, including reports, consultation, and support for DUF6 dosimetry programs. The scope includes external and internal dosimetry support services as specified below:

- External dosimetry support services will include the following (in cooperation with the BWCS technical point of contact):

    - Determine which BWCS employees and their subcontractors need external dosimetry;

    - Be responsible for generating and distributing appointment notices through the BWCS technical point of contact for BWCS employees, subcontractors, and visitors;

- Provide dosimetry change outs for personnel and area dosimeters (Estimate 200 HBG and 125 NEU changed out quarterly);
- Provide appropriate packaging and handling of dosimetry for laboratory analysis; and
- Provide transit beta/gamma and neutron thermoluminescent dosimeters (TLDs) as required to monitor background radiation levels during transit of TLDs between BWCS and Oak Ridge National Laboratory (ORNL).

- Internal dosimetry support services will include the following:
  - Determine which BWCS employees, subcontractors, and visitors need bioassay samples (Estimate about 200 people performed quarterly);
  - Determine the suite of isotopes requiring analysis (U-234, U-235, and U-238);
  - Schedule workers for direct and indirect bioassays through the BWCS technical point of contact for BWCS employees and subcontractors;
  - Provide appropriate packaging and handling of bioassay samples for laboratory analysis; and
  - Coordinate the scheduling of in vivo monitoring with ORNL.

The contractor shall provide Laundry Services to DUF6. Laundry services include:

- Pickup and delivery of coveralls, undergarments, socks, towels, washcloths, gloves, totes, and jackets;
- Shipping and receiving of laundry items to and from offsite vendors contracted by the contractor to wash, dry, sort, and fold;
- Maintaining a complement of laundry service that provides five sets of coveralls per person per week; and
- On an occasion basis, providing launderable anti-contamination (anti-C) clothing laundry service as required.

The contractor shall provide Power Distribution and Administration Services to DUF6. Electric power will be supplied to major DUF6 facility physical isolation points utilizing the existing electrical infrastructure.

Power operations and administrative services provided include:

- Power Distribution.

Site electrical power distribution is the responsibility of the contractor from the source to the first physical point of isolation up to and including the cable connectors/lugs or the weather head/drip loop at the point of attachment to the BWCS facilities. This includes conductors, poles, transformers, load centers, lightning arrestors, fuse cutouts and switches.

- Electrical Power Administration

  Switching electrical systems operating at primary voltages, including maintaining switching procedures and switching orders, providing qualified operators, and controlling the configuration of primary distribution systems, shall be the responsibility of the contractor. Distribution switching at secondary voltages within contractor facilities will be self-performed. Distribution switching at secondary voltages within the DUF6 facilities will be performed by DUF6 facility personnel.

  The contractor shall provide switchyard services for electrical power services (13.8 kV, single phase or three phase) fed via temporary and permanent power connections to the DUF6 site from the PORTS X-530 Switchyard. Contractor switchyard services provided under this work authorization will be invoiced to DOE each month based upon actual megawatt-hour (MWH) of power usage determined by readings taken from the DUF6 site electrical power meters. The interface between the BWCS and the contractor for electrical power services will be in accordance with the Portsmouth Interface Control Document, X-G-ICD-001. Specific interface requirements include, but are not limited to, the following:

  - Electrical power for the DUF6 site will be transmitted through the PORTS power grid.

  - The contractor shall operate and maintain the electrical power equipment at the tie-in point in the X-530 Switchyard at breakers applicable DUF_6.

  - The contractor shall will provide lockout / tag out (LOTO) protection on applicable DUF_6 breakers as well as connected 13.8 kV air circuit breakers 1AM and 1BM on the DUF6 switchgear (for maintenance the 13.8kV air circuit breakers and feeders).

  - The contractor shall provide the DUF6 timely notification, generally not less than one week in advance, of any planned power outages and shall provide prompt notification of any emergent or imminent power system equipment failures, which the contractor reasonably believes, may adversely impact DUF6 site operations. The contractor is under no obligation to make available any specific amount of electrical power during the period of performance. If, for reasons within or beyond the contractor's control, electrical power is interrupted or reduced to the DUF6 site, the contractor is under no obligation to make available a temporary power source while repairs are being implemented nor will the contractor be liable to BWCS or DOE for any loss or damage during or as a result of such outage or reduction.

  - In the event of a feeder fault, the contractor will determine which feeder has faulted. If a DUF6 feeder has faulted, the BWCS will locate and isolate the fault, replace the malfunctioning section of the cable, and test the repaired cable before power is restored.

- The contractor and BWCS will jointly coordinate switching of applicable DUF_6 breakers to ensure reliability of the DUF6 switchgear and connected contractor electrical components.

- The contractor will report the DUF6 power usage to the DOE by including the BWCS usage in the monthly Distributed Electrical Energy Program (DEEP) report.

- BWCS will allow temporary access to the electrical power meters located at the DUF6 site to allow contractor personnel to collect meter readings on a monthly basis, or more frequently, if requested. Contractor personnel will normally read the DUF6 site power meters during the last two working days of each month. Invoices submitted to DOE will reflect the cost of the contractor switchyard services for electrical power used from the current meter reading back through the previous meter reading.

- BWCS will retain control of the 13.8 kV underground feeder cable from the DUF6 site to applicable DUF_6breakers and will be responsible for all newly installed manholes associated with the underground 13.8 kV feeder cables. BWCS will maintain all underground 13.8 kV feeders and connected transformers and switchgear, including all relay protection on transformers and switchgear, installed or located within the DUF6 site.

- The addition of electrical loads at the DUF6 site greater than those included in the initial site calculation will require concurrence from the contractor.

The contractor shall provide Raw Water services to DUF6. These services include pump and distribute water to BWCS from wells at the Portsmouth Site, up to and including the Plant's water treatment plant and the water distribution system.

The contractor shall provide Sanitary Water and HPFW services to DUF6. These services include operation and maintenance of the existing sanitary water treatment and distribution systems outside the DUF6 footprint including water for the kDUF6 firewater system. The contractor shall soften, clarify, settle, disinfect, filter, post chlorinate, and pump water to DUF6.

The contractor shall provide sanitary sewer services to DUF6. These services include, but are not limited to, the operation and maintenance of the existing sewage treatment and collection systems at the site and processing of raw sewage from DUF6 facilities and DUF6 process waters at the X-6619 Sewage Treatment Facility.

The contractor shall provide support to supply natural gas to DUF6 for DUF6 leased heating systems and other systems. Support shall include the labor, technical and professional services, materials and equipment to operate and maintain the X-2232E Natural Gas Pipeline Supply System.

Natural gas will be supplied on a 24-hour per day seven days per week basis; however, operational support and maintenance will only be available 10 hours per day, four days per week for standard operations.

NATURAL GAS:

DOE will provide the natural gas used by the BWCS DUF6 Conversion Facility at its actual cost plus the required mark-up per DOE Order 522.1. The contractor will perform monthly meter readings and determine contractor usage. BWCS will pay for the natural gas used based on the actual metered usage and a line loss factor determined by the natural gas supplier. The cost of the natural gas is not included in this work package.

MAINTENANCE AND OTHER SERVICES:

The contractor will provide all labor, technical and professional services, supervision, and materials and equipment for the operation of the X-2232E Natural Gas Pipeline System. BWCS will be responsible for all operation and maintenance costs associated with the portion of the X-2232E Natural Gas Pipeline system after the last isolation valve, in BWCS space.

C.2.9.168 EEOICPA/Work Advocacy (ND.PO.01.01.07.01)

The contractor shall support DOE compliance with the Energy Employees Occupational Illness Compensation Program (EEOICP). When direction comes from DOE-Headquarters Office of Legacy Management via DOE-PPPO, the contractor shall retrieve, copy, and provide copies of documents related to the Portsmouth site, past operations, and exposure records and employment records for the current and past employees of the following prime contractors to DOE and their subcontractors:

- Fluor-BWXT Portsmouth LLC (FBP);
- Wastren-EnergX Mission Support, LLC (WEMS);
- Restoration Services, Inc. (RSI)
- BWXT Conversion Services, LLC (BWCS);
- USEC (2001-2011) (cold standby);
- Los Alamos Technical Associates and Parallax Portsmouth (LATA/LPP) (June 27, 2005 - September 30, 2009) (remediation);
- Theta Pro2Serve Management Company (TPMC) (June 27, 2005 – March 15, 2010) (remediation);
- Bechtel Jacobs Company LLC (1998-June 27, 2005) (remediation);
- Lockheed Martin Energy Systems, Inc. (1995-1998);
- Martin Marietta Energy Systems (1986-1995); and
- Goodyear Atomic Corporation (1954-1986).

The contractor shall provide support documentation to DOE for cost recovery of the services.

C.2.9.172 Asset Recovery

reserved

C.2.9.173 Additional In-Scope Task Orders (CLIN 0009 & CLIN 00013)

Additional in-scope work necessary to complete the Portsmouth D&D project may be ordered pursuant to Section H.59, *Ordering Procedures*. This work is anticipated to be added to the contract as specific Task Orders and incorporated in Section J, Attachment 22 and shall be performed in compliance with all other applicable terms of the contract, including but not limited to ESH&Q, safety, waste management, project management, etc. The Task Order scope statements, milestones, contract type and other terms and conditions such as applicable performance based incentives (objective fee) will be incorporated into Section J Attachment 22, *Task Orders*. The value of each order will be added to Section B. If the Task order is issued as CPAF, the subjective evaluation of performance will be accomplished pursuant to the PEMP incorporated in Section J, Attachment 21.

Waste placement or other specific activities, described in Section C, added as the result of Task Orders will be priced and incorporated in the scope of the Task Order. The unit of measure will be defined in the Request for Task Order. Task Orders will encompass impacts to all PWS sections and be incorporated in the FFP.

PERFORMANCE WORK STATEMENTS FOR SECOND 30-MONTH OPTION PERIOD

C.2.10.1 Utilities (EM.PO.01.03.06.01)

The contractor shall operate, treat, distribute, administrate, and conduct systems and equipment maintenance of PORTS utility services. Utilities inspection activities shall include those required to meet Resource Conservation and Recovery Act (RCRA) Part B requirements. Utility services shall be consistent with the Shared Site Services Agreement for Department of Energy (DOE) contractors, as well as DOE-approved agreements to provide utility services to offsite entities. Services shall include, but are not limited to the following:

Sanitary Water - Utility – The contractor shall provide operations of well and raw water supply lines, dam inspection, operation of the sanitary and fire water distribution systems; operation, reconfiguration, and isolation of the High-Pressure Fire Water (HPFW) System; and reconfiguration, isolation, and S&M of the sanitary water/makeup water facilities and systems.

Sanitary Sewage - Utility – The contractor shall provide operation and S&M services for the PORTS sanitary sewer system and address the preventive maintenance (PM) and corrective maintenance (CM) backlog. The contractor shall also designate a State of Ohio Class II Waste Water Operator of Record for the sewage plant and provide operation and S&M of the plant.

Recycle Cooling Water –Utility - The contractor shall provide for the de-chlorination treatment for the RCW blowdown waters. The X-680 Blowdown Sample and Treatment Facility provides de-chlorination treatment of the blowdown effluent from the ACP X-6000 RCW System and from the X-626 RCW system until such time as its operation is terminated. The contractor shall also provide Operation and S&M of the X-680 Blowdown Sample and Treatment Facility and equipment systems.

Plant Dry Air - Utility – The contractor shall provide dry air services, which includes operation and S&M of the X-670 Dry Air Plant, selected back-up diesel-powered compressors, the X-232B Dry Air Distribution System, and the associated closed-loop X-670A Recirculating Cooling Water (RCW) System.

Nitrogen System - Utility – The contractor shall provide for the operation and S&M of the Nitrogen System including the X-675 Nitrogen Station and the existing X-330 Nitrogen Storage and X-232A Nitrogen Distribution System. The contractor shall include provisions for reconfiguration of the Nitrogen System as appropriate for current site conditions.

Steam - Utility – The contractor shall provide necessary steam services including operation and S&M of the Steam Plant, Steam Distribution System, Condensate Return System, and annual inspections of the boilers. The contractor shall also provide maintenance of the monitoring and treatment services for the storm water and process waters that discharge from the Portsmouth Gaseous Diffusion Plant (PORTS) Site through the United States and Ohio Environmental Protection Agencies' NPDES outfalls.

Electrical Power Distribution – The contractor shall provide electrical power distribution, power operations, outdoor lighting, maintenance, and power administration. The Power Distribution System consists of conductors, poles, transformers, lightning arrestors, fuse cutouts, switches, motor control centers, and primary disconnects. The contractor shall include the operation and maintenance of the X-530 Complex and the X-515 330- kilovolt (kV) tie-line between X-530 and the Don Marquis Substation

(the DOE Bulk Electric System facilities), in compliance with NERC and FERC standards, and the requirements of Reliability First Corporation. The contractor shall include 13.8kV system reconfiguration and isolation. The contractor shall additionally provide Operations and S&M of the DOE-owned elements of the Bulk Electric System (BES) and ensures compliance with applicable North American Electric Reliability Corporation (NERC) and OVEC/DOE Interconnection Agreements.

Natural Gas Line S&M – The contractor shall provide for the operation and S&M of the Natural Gas Supply and Distribution System. The contractor shall include operating and maintaining the line delivering natural gas (through the primarily passive X-2232E Natural Gas Supply System), to the ACP, the DUF6 Conversion Facility, and the X-690 Steam Plant.

Power Purchasing – The contractor shall provide technical and management support for planning, procurement, and ordering of electrical power. The contractor shall additionally support administration of the DOE/OVEC power agreement, Daily Electrical Power Purchase Protocol planning and execution, updating power usage prediction models, maintaining site power consumption records and unused power, and providing support to DOE in the development of a new FAR-based power agreement with OVEC.

C.2.10.3 Infrastructure Services (EM.PO.01.03.06.06)

Sanitary Recycling - The contractor shall provide the equipment and resources to support PORTS sanitary recycling. The contractor shall support contractor, DOE, and the Infrastructure Support Services (ISS) contractor staff. The contractor shall stage and collect containers for sanitary recycling of aluminum cans, plastic bottles, cardboard, and paper. The contractor shall perform sorting, re-containerization, spot-checking for non-compliant items and radiological material, and coordinating pickup and transfer of containers to the recycle vendor.

Fleet Maintenance - The contractor shall conduct routine ongoing vehicle Surveillance and Maintenance (S&M) for the contractor's "fleet" of vehicles, which is comprised of General Services Administration (GSA) and government-furnished equipment (GFE). Fleet vehicles serviced include, but are not limited to personnel vehicles, heavy equipment, carts, Kubotas, powered industrial trucks, specialty equipment, and a service truck (which supports disabled vehicles).

Space Management - The contractor shall effectively and efficiently plan, support, and coordinate the site-wide management of office space, office equipment, and supporting services in consideration of the deactivation of facilities; the realignment and reorganization of the contractor's departmental staffing work groups; and additional personnel.

The contractor shall manage, consolidate, and relocate site personnel in support of the deactivation of facilities and the realignment/reorganization of departmental staffing work groups and new hires. This includes strategic planning to find suitable office locations for both new and current employees (contractor, as well as other subcontractors), both on site and off site. The contractor shall coordinate with support groups (e.g., Engineering, Maintenance, Custodians, ISS Contractor Information Technology (IT), Human Resources, Procurement/Contracting, Records Management and Document Control, Management, and regulatory groups) to reconfigure and modify areas into appropriate office spaces.

C.2.10.6 Transition (EM.PO.01.03.10.06)

The contractor shall perform the following transition activities:

- Provide all necessary support for smooth Decontamination and Decommissioning (D&D) Contract Transition at the end of the contract;

- Prepare and submit a Contract Closeout Plan to United States Department of Energy (DOE) six months prior to expiration of the contract; the Contract Closeout Plan shall include all remaining administrative matters necessary to close out the contract, inclusive of resolution of remaining and open agreements, resolution of remaining and open litigation, audit of indirect costs, remaining records disposition required by the Government;

- Establish and define a DOE approved "Final" Contract Transition Plan 120 days prior to the end of the contract;

- Finalize the Contract Transition Plan to include all rights and responsibilities for the transition to DOE and/or the follow-on contractor inclusive of, but not limited to a description of all necessary transition activities inclusive of software, data, property, records, etc., and shall include all involved organizations and a detailed transition activity schedule;

- Coordinate directly with Site Contractors to finalize transition agreements required to transition full responsibility of the D&D Mission;

- Execute the DOE approved Contract Transition 120 days prior to the end of the contract;

- Coordinate weekly status with DOE of all transition activities;

- Conduct joint reconciliation of the Government Property Inventory with the Follow-On D&D Contractor; and

- Detail the requirements and responsibilities of the contract Transition Manager who shall coordinate directly with Portsmouth Gaseous Diffusion Plant (PORTS) Senior Management and DOE to facilitate transition activities for the Project.

The contractor shall provide necessary support for a smooth D&D Contract transition at the end of the Option Period. The contractor shall submit a Contract Close-Out Plan to DOE for approval six months prior to the Contract expiration date. Following approval of the Contract Close-Out Plan, the contractor shall execute the "Final" Contract Close-Out Plan 120 days prior to the expiration of the D&D Contract.

Contract transition shall include:

- Transition of existing D&D Contractor personnel and responsibilities;

- Transition of United Steelworkers personnel;

- Joint reconciliation and subsequent transfer of government property with the follow-on contractor;
- Resolution of administrative and personnel matters;
- Resolution of all remaining/open agreements;
- Resolution of all open litigation;
- Final auditing of indirect costs; and
- Disposition and transfer of records.

C.2.10.8 Regulatory Decision Documents (EM.PO.01.03.12.03)

The contractor shall perform the function of development and communication of the Engineering Evaluation/Cost Analysis (EE/CA) regulatory policy, and management of the interface between the projects, DOE, regulatory agencies, and the public.

The contractor shall prepare quality DFF&O/CERCLA documents for removal actions as required. The contractor shall develop all necessary documentation to support final decisions and implementation of actions, including, but not limited to, EE/CAs, Action Memoranda (AM), Removal Action Work Plans (RAWPs), and Removal Action Completion Reports (RACRs). All submittals, including draft submittals, shall be factually accurate, sufficiently detailed, comprehensive, and shall not require contractor re-work allowing for the documents to be submitted for its intended final purpose or approval. The contractor shall obtain regulatory approval, and, during the regulatory process, provide communication and interface between DOE, the Ohio EPA, and the public.

The contractor shall:

- Develop and submit for review and approval the X-109A Monitoring Building and slab demolition including below grade structures RACR;

- Develop and submit for review and approval an RACR for the X-104; and

- Develop and submit for review and approval an RACR for the X-626-1 and X-626-2 as applicable to the work plan(s) schedule.

The contractor shall develop quality documents and submit for review and concurrence the following documents required pursuant to the DFF&O:

- RAWP for deactivation of remaining facilities;

- X-326, X-111A, X-111B Deactivation RACR (as necessary); and
-
- X-108L, X-701E Demolition RACR.

The contractor shall fully develop the required documents during the regulatory process, provide communication, and interface between DOE, the Ohio EPA, and the public.

The contractor shall complete the following Consent Decree activities:

The RFI/CMS shall focus on investigation of contamination in soil (and groundwater where applicable) associated with the Deferred Units which shall include requirements specified, in a planned Natural Resource Restoration Plan under the planned Natural Resource Damage DFF&O being negotiated by DOE and Ohio EPA.

The contractor shall include, but not be limited to the following activities:

- Develop and submit for review and approval a work plan for excavation for the X-701B area;
- Develop and submit for review and approval work plan for the X-740 area;
- Develop and submit for approval a Work Plan Completion Report for the X-740 area soil; and
- Develop and submit for approval a Work Plan Completion Report for the X-701B area.

The contractor shall:

- Develop and submit for approval, a general NRRP which complies with the requirements to be established in the NRD DFF&O to meet OAC 3745-27-13, *Procedure to Engage in Filling, Grading, Excavating, Building, Drilling, or Mining on Land Where a Hazardous Waste Facility or Solid Waste Facility was Operated*, and ORC § 3734.02(g), *Rules for Inspection and Licensing of Solid Waste Facilities*, requirements.

C.2.10.9 Groundwater Pump and Treat (EM.PO.01.03.12.04)

The contractor shall operate and maintain (O&M) the Groundwater Treatment Facilities (GWTF), Groundwater Pump and Treat, and supporting infrastructure in a sufficient manner to maintain the Facilities for their intended purposes. GWTF O&M shall be performed at the X-622, X-623, X-624, X-625 (maintenance only), X-627, and X-701E facilities, including the Groundwater Extraction, Collection Systems, and Transmission Lines for those facilities.

The contractor shall conduct inspections, Preventative Maintenance (PM), Corrective Maintenance (CM), scheduled maintenance, and reporting on the operation and remedial effectiveness of the GWTF's in the Annual Groundwater Monitoring Report for submittal to DOE/Ohio EPA.

The contractor shall perform O&M activities including:

- Inspections of the treatment system and wells, including: operational data collection, operational sampling, cartridge and bag filter change-outs, well vault inspection and clean-out, carbon filter change-outs, tanker truck loading/unloading, facility housekeeping, and routine reporting;

- CM for the X-622, X-623, X-624, X-625 (including S&M of non-operational equipment in X-625), and X-627 GWTFs system equipment, the equipment inside the X-701E Neutralization Building, their associated extraction well networks and collection trench systems and repair/replace tanker truck liner as necessary;

- Painting, welding, cleaning, lubrication, and other tasks required to ensure the mechanical efficiency of the pumping and treatment operations; and

- Reports on the operations and remedial effectiveness of the GWTFs in the Annual Groundwater Monitoring Report for submittal to DOE/Ohio EPA.

C.2.10.12 Cyber Security (EM.PO.01.04.03.02)

The contractor is responsible for supporting the Infrastructure Support Services (ISS) contractor by providing cyber security compliance reporting, security audit reporting, and utilization of other reporting tools that ensure alignment with DOE Orders 205.1B, *Department of Energy Cyber Security Management Program*, and 471.6, *Information Security* as required by Section J, Attachment 7. The contractor shall comply with cyber security requirements, and will flow down unclassified cyber security requirements to subcontractors to ensure compliance with requirements.

The contractor is responsible for addressing specific risks, vulnerabilities, or threats; implement cyber security technical, operational, and provide management controls and procedures for Information Systems. These include access controls; account management; awareness and training; certification, accreditation, and security assessments; configuration management; contingency planning; identification and authentication; media protection; system and services acquisition procedures; and system and communication protection.

The contractor shall assist in ISS contractor investigations of cyber security incidents, virus attacks, intrusion detections, and detected or anticipated personal identity fraud. The contractor shall protect information systems that collect, process, store, display, create, disseminate, or transmit national security or DOE/United States government information, and flow down cyber security requirements to subcontractors to ensure compliance.

C.2.10.13 Protective Forces (EM.PO.01.04.03.03)

This PWS encompasses a range of Security Protective Force and Systems (ProForce) services to be provided for the U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO). Contractor performance shall be in accordance with this PWS. Protective Force stations and patrols identified herein are generally staffed as specified in the section; however, changes may occur based on programmatic requirements as directed by the Contracting Officer or designated representative.

The mission of the Contractor is the physical protection of national safeguards and security interests to include Special Nuclear Material (SNM), national security operations and vital equipment, classified and sensitive information, government property, facilities and employees.

The following items shall be taken into consideration when supporting protection program strategies:

- The vulnerability of SNM either in situ or in process of disposition supporting D&D activities, to malevolent acts such as theft, diversion, or sabotage and events such as civil disorder by considering site and regional threats, protection planning strategies, and protection measures;

- The vulnerability of vital equipment or facilities, or sensitive matter to malevolent acts;

- Full understanding of the potential threats contained in the current DOE Graded Security Protection Policy, or subsequent revisions, used in conjunction with local threat guidance and the ability to apply these principles when developing site-specific safeguards and security programs;

- The importance of the facility to the overall DOE mission and costs of replacement due to acts of sabotage or other malevolent acts, the classification level of the matter, and the impact of its loss or compromise to national security;

- Continuous protective services are required 24 hours per day, 365 days per year;

- The potential effects of a malevolent act on the health and safety of employees, the environment, or the public;

- The integration of multiple contractors' interests who perform other security functions under the purview of PPPO into a single comprehensive protection posture. This includes the Site's Infrastructure Support Services contractor, the American Centrifuge Plant, the DUF6 Conversion Services, and others performing work at facilities under the purview of PPPO;

- The integration of safeguards, security and safety interests;

- Efficient and cost-effective methods for protecting the safeguards and security interests taking into consideration applicable Codes of Federal Regulations, DOE Orders and other local directive requirements; and

- Maintain the capability for, and implementing strategies for matters involving the loss of control or theft of SNM.

Dynamic mission requirements associated with the national security activities and the presence of SNM onsite require the contractor to respond to workload changes quickly with minimum disruption to site operations.

The Contractor shall fully integrate the requirements contained in this PWS in a manner that assures seamless structure is maintained. This includes the full integration and authority of functions, roles, and responsibilities where more than one contractor is involved in fulfilling the requirements of the security program.

PPPO reserves the right to modify the level of effort and enhance the technical work requirements due to changing security requirements or methods of accomplishing security functions.

REQUIREMENTS

As required by DOE, the Contractor shall provide personnel to provide a security protective force and perform security services at the PPPO Portsmouth facilities which includes contractor facilities, and other facilities as assigned by PPPO. All work performed by the Contractor shall satisfy and comply with the requirements of applicable DOE directives, policies, and documents and other direction provided by PPPO. Section J, Attachment 2 contains a list of applicable directives, policies and documents; these applicable directives, policies and documents are referred to as "applicable DOE requirements" throughout the PWS. Additionally, the Contractor shall comply with all applicable federal, state and local laws, regulations, guidance and policies, including those which become effective after the effective date of this contract.

The actual Protective Force strength and other work under the PWS are dependent upon operational and funding requirements. Therefore, the Government reserves the right to modify the level of effort and enhance the technical work requirements as needed due to changing security requirements or methods of accomplishing security functions.

The Contractor shall perform the following work:

GENERAL MANAGEMENT

Provide management, supervision, and staffing to efficiently and effectively execute the requirements of this contract. This includes developing and maintaining a staffing plan to support the on-going mission and activities and should detail staffing levels by post and position for current year and three out-years. The staffing plan should be supported through a baseline risk assessment performed by others identifying minimal staffing levels in accordance with the Site's protection strategy.

Maintain high standards of competency, conduct, and integrity of all assigned personnel.
Maintain, and negotiate as necessary, a collective bargaining agreement with the Security, Police and Fire Professionals of America or successor collective bargaining unit.

PROTECTIVE FORCE

- Management
    - In accordance with applicable DOE requirements, and in support of the DOE safeguards and security Protection Program Management requirements, as defined in applicable DOE requirements, protective force programs, functions, or activities shall incorporate basic planning principles to ensure they accomplish their intended purpose. This includes establishing and maintaining a competent Facility Security Officer;
    - Protective Force programs shall document the resource requirements necessary to accomplish mission objectives successfully in accordance with applicable Federal laws and regulations; applicable DOE requirements; site security plans; protection strategies; and operational needs;
        - Manage the scheduling of the Protective Force in support of base mission in accordance with applicable DOE requirements;
        - Implement Response Force requirements as required by applicable DOE requirements;
        - Supervision of Protective Force personnel shall be provided to the extent required to ensure optimal performance of duties; and
        - To ensure Protective Force missions/functions are accomplished as intended, sufficient operational guidance shall be provided through the establishment and maintenance of a formalized written directives system, i.e., station orders, post orders, general orders, deployment and Security Incident Response Plans, etc.
- Personnel
    - Maintain Protective Force with DOE Q access authorizations (security clearances), and meet medical, physical fitness, and firearms qualifications and training requirements, and special skills as appropriate, to provide required security services at the PPPO Portsmouth Office in accordance with applicable DOE requirements, under both routine and emergency conditions;
    - Provide a Protective Force trained and qualified to the DOE Security Police Officer I and Security Officers in order to protect SNM and classified matter.
- Security Posts
    - Establish schedule and operating procedures for, including but not limited to, the number and composition of Protective Force personnel for each shift; area of each security patrol;

instructions and orders for each post and each patrol area; the number and assignment of personnel to administrative and Protective Force service positions;

- Provide staff for fixed security stations and roving patrols;
- Provide security support for movement of special nuclear material;
- Provide mission support including sweeps, roadblocks, and manning temporary security stations;
- Provide qualified staff for monitoring of alarm systems;
- Provide staff and support for the Emergency Operations Center when needed; and
- Provide appropriate and qualified staff during emergency response activities and emergency management training drills and exercises.

- Planning
  - Provide operational and security analysis and planning. Develop and implement security procedures, plans, and directives in support of specific mission requirements;
  - Prepare contingency plans for protests and demonstrations, adversary threats, emergency response, and emergency evacuation;
  - Prepare and execute on an annual basis, with scenario and threat input based on vulnerability and/or risk assessments, the annual of force-on-force exercise scenarios and plans. This includes the development and maintenance of force-on-force scenarios, response plans and applicable after-action reports;
  - Develop, prepare and maintain security plans for emergency response and emergency management training exercises to ensure protection of PPPO facilities, property, material and occupants under emergency conditions. Plans shall address required protection strategies; response options, actions and times; and other applicable response requirements;
  - Perform analyses and tasks needed to identify risks and counter specific hazards including safety concerns in support of site specific activities to include force on force exercises and live fire range activities, providing assurance to PPPO that activities which may pose risks to health and safety have been reviewed and appropriate controls have been established to mitigate safety concerns;
  - Provide subject matter expertise to the cognizant contractor(s) for the conduct of vulnerability and/or risk assessments and the preparation of required DOE safeguards and security plans including, but not limited to the Site Security Plan. Ensure appropriate personnel participate fully in the development, conduct and review of vulnerability and/or risk assessments sufficient to meet applicable DOE requirements;

- Provide necessary, accurate and complete protective force and security systems performance test data that supports vulnerability and/or risk assessments and safeguards and security planning activities. This will include providing subject matter expertise to the cognizant contractor(s) supporting the Site's Performance Assurance Program; and

- Prepare and execute force-on-force exercise scenarios, plans and limited scope performance tests as necessary to meet applicable DOE requirements and in support of vulnerability and/or risk assessments and site security plans.

- Training

  - Train all armed Protective Force personnel to the appropriate level prior to being assigned to duty per applicable DOE requirements;

  - Provide continued training and professional development of all Protective Force personnel;

  - Provide oversight of the physical fitness of Protective Force personnel;

  - Prepare an annual Protective Force Training plan and Physical Fitness Program plan and ensure regulatory protective force standards are met;

  - Maintain training records for Protective Force personnel, including but not limited to weapon and physical fitness qualification records; and

  - Provide continued training and professional development of all Protective Force personnel.

- Personnel Qualifications

  - Require Protective Force personnel to be fully capable of performing duties requiring moderate to arduous physical exertion and shall be fully capable of self-defense, tactical exercises, weaponless defense, and arrest techniques. They shall be capable of running, lifting, and participating in rescue operations. As a minimum, they shall meet the physical fitness and medical qualifications set forth in 10 CFR 1046;

  - Require each armed Protective Force member to qualify by attaining a minimum qualifying score on the courses of fire prior to being armed or performing armed Security Police Officer duties and at least semi-annually thereafter;

  - Require each Protective Force member to have the appropriate access level authorization (security clearance) prior to performing Protective Force duties requiring the use of a weapon or being assigned duties in security areas that require unescorted access;

  - Equip Protective Force personnel with authorized firearms and ammunition and in serviceable condition;

- Supply all Protective Force personnel with appropriate uniforms, which includes uniform maintenance, badges, belts and holsters. All Protective Force personnel shall be in uniform while on duty, in accordance with the Contractor's established dress code. The Contractor shall specify, with the approval of the Contracting Officer or Contracting Officer Representative, appropriate uniforms, badges, insignia, and attire for Protective Force personnel;

- Maintain an arsenal in clean and safe operating condition at the PPPO Ports Site. The arsenal and emergency equipment shall be properly stored, protected, accounted for, and secured at all times. Provide Armorers who are certified, as required by DOE, to perform maintenance and repairs on all weapons used by Protective Force personnel; and

- Require all Protective Force personnel assigned to duty to have a valid motor vehicle driver's license issued in the United States.

- Physical Fitness Training

  - Provide qualified fitness specialists to conduct physical fitness testing of the armed Protective Force personnel; and

  - Ensure physical fitness specialists supervise testing; record training data; maintain training records; conduct fitness assessments; provide fitness counseling/instruction; and conduct safety inspections of physical fitness testing facilities and/or locations.

VULNERABIITY/RISK ASSESSMENTS AND PERFORMANCE TESTING

- Provide subject matter expertise to the cognizant contractor(s) as necessary for the conduct of vulnerability and/or risk assessments and the preparation of required DOE safeguards and security plans. Ensure appropriate personnel participate fully in the development, conduct and review of vulnerability/risk assessments sufficient to meet applicable DOE requirements;

- Provide necessary, accurate and complete protective force and security systems performance test data that supports the vulnerability and/or risk assessments and safeguards and security planning activities to the cognizant contractor as necessary;

- Provide a comprehensive performance testing and analysis capability that supports ongoing protective force training. This includes full participation in the conduct of vulnerability/risk assessments, effectiveness testing of security systems, force-on-force plans and scenario development for periodic exercises, and prepares and submits comprehensive reports of results. This includes developing and maintaining an annual exercise and performance test schedule;

  - Maintain the ability to perform alarm response tests and limited scope performance tests as necessary to meet applicable DOE requirements.

C.2.10.15 Soil Remediation Project Management (EM.PO.03.01.01.01)

The contractor shall provide Soil Remediation Project Management services. The contractor shall manage field characterization, soil remediation, and S&M of Solid Waste Management Units (SWMUs) and holding ponds, as well as S&M of stormwater controls (including soil storage areas). At or below-grade soil remediation includes slab, foundation, and below-grade structure demolition/excavation; and excavation/removal of underground utilities within the footprint of contaminated soils removal.

Soil Remediation Project Management responsibilities shall include:

- Planning, implementation and oversight of site-wide field characterization and soil remediation activities, including remediation planning, cleanup criteria development, establishment of internal milestones, and oversight of field characterization and remediation;

- Meeting with DOE representatives and regulators to develop long-term strategies for soil remediation;

- Maintain the environmental database;

- Field characterization and soil remediation activities (e.g., safety issues, radiological issues, quality concerns, work processes, production rates, project schedules, and effectiveness of monitoring programs and remediation processes); and

- Development and implementation of policies and programmatic documents (e.g., procedures, plans, and checklists) to support day-to-day performance of ER activities, including conformance with industrial safety, regulatory, nuclear safety, and quality requirements and documentation.

C.2.10.16 Support Analysis and Reporting - SR (EM.PO.03.01.01.02)

The contractor shall perform soil characterization for deferred units and any other soil characterization necessary to complete remediation as appropriate. These activities shall be performed within the four quadrants that combine Solid Waste Management Units (SWMUs)/Hazardous Waste Management Units (HWMUs) under Corrective Action Decisions, as identified in the 1989 Consent Decree.

The contractor shall:

- Perform sampling as outlined above; and
- Maintain and report characterization data in the site-wide environmental database.

C.2.10.17 Soil Remediation (EM.PO.03.01.01.03)

Soil remediation encompasses PORTS Quadrant II; PORTS Quadrant III; SWMU Management; X-701B Engineered Fill Excavation Stormwater Pollution Prevention Plan preparation and Soil Stockpile Area (SSA) surveillance and maintenance (S&M); and X-740 Engineered Fill Excavation.

The contractor shall perform soil remediation activities, consistent with the Record of Decision (ROD) for the Site-Wide Waste Disposition Evaluation Project. Contaminated soils associated with groundwater plume/source areas and former landfills, will be excavated and used as a source of engineered fill for the OSWDF and shall not be remediated.

Soil remediation of groundwater plume/source areas, former landfills, and other SWMUs that support OSWDF construction shall be performed. Remediation shall be implemented based on safety, regulatory compliance, schedule efficiencies, costs/funding levels, and OSWDF fill requirements.

The soil and groundwater shall be mitigated to meet monitored natural attenuation (MNA). The excavation of plume sources and contaminated soils shall be sufficient to result in soil contamination conditions at approximately 50 ppb TCE or as approved in the Engineered Fill Excavation Work Plans, so the residual contamination can be allowed to naturally degrade to drinking water levels within an estimated 10 years (Monitored Natural Attenuation).

Soil remediation activities shall include:

- In Quadrant II, demolish, excavate, remove, and dispose of the concrete slab, foundations, and any at/below-grade structures (piers, foundations, footers, and other concrete structures) for X-701E, which lie above the X-701B plume;

- In Quadrant III, demolish, excavate, remove, and dispose the X-109A concrete slab and below-grade structures (piers, foundations, footers, and other concrete structures), which lie above the X-740 plume;

- For SWMU Management, provide S&M services for the X-231A and X-231B Biodegradation Plots, X-611A Prairie, X-616 Sludge Lagoon, X-701B Pond and retention basins, X-734A Sanitary Landfill, Construction Spoils Disposal Areas, X-734B Sanitary Landfill, X-735 Landfill (northern portion), X-735 Industrial Solid Waste Landfill (southern portion), X-736 Construction Spoils Landfill (not a SWMU but covered under S&M), X-749A Classified Burial Yard, X-749B Peter Kiewit Landfill, X-734 Old Sanitary Landfill, and X-749 Contaminated Materials Disposal Facility;

- Provide repairs and improvements to the X-230J5, X-230J6, X-230J7, X-230 K (south), and X-230 L (north) Holding Ponds. Controlled burns of the X-611A Prairie shall be performed every 3-5 years;

- Develop and submit to DOE/Ohio EPA regulatory documents reporting S&M and review activities;

- For X-701B Engineered Fill Excavation, excavate the X-701B plume area and use the soil as a source of impacted material to support placement of waste debris in the OSWDF. Plume excavation shall

continue until the excavation reaches established limits, based on pre-design sampling (i.e., one foot of weathered shale);

- In support of plume excavation work, provide overhead and underground utility isolations/relocations, site preparation, installation of sheet piling in planned excavation areas, overburden and contaminated soil excavation, surface/infiltration water management, temporary stockpiling of contaminated soil for dewatering, stockpiling of clean overburden, soil packaging, and soil/overburden transport;

- Complete X-701B Leachate Collection and Pre-treatment System activities;

- Execute remedial actions for excavation of the X-701B plume authorized by the Waste Disposition Remedial Investigation/Feasibility Study (RI/FS) ROD and Natural Resource Damages Agreement through an approved Work Plan for X-701B excavation;

- Perform land surveys to verify existing monuments and benchmarks, and to establish new temporary benchmarks for construction control;

- Perform subsurface utility surveys and perform utility relocations as required;

- Install and maintain erosion control for sediment control, and construct a diversion berm around the proposed excavation area;

- Perform soil bank stability through sheet piling near the X-744G, the storm water outfall at the head of the East Drainage Ditch, and the X-230J7 Holding Pond;

- Relocate the security fence and patrol road; and

- Operate the X-623 Groundwater Treatment Facility and other support equipment to filter and treat all surface and groundwater from the excavation area.

For the SWPPP & Soil Stockpile Area (SSA) S&M, the contractor shall install and maintain storm water controls (including permitted SWPP controls) for completed (i.e., inactive) on-site projects. This includes periodic inspection of inactive areas, maintenance of silt fencing, reseeding, and other erosion control measures, until re-vegetation occurs. The contractor shall also perform surveillance, monitoring, and maintenance of SSAs, including repair and replacement of erosion controls, regrading and consolidation of soil piles, reseeding, and mulch installation to manage run-on and run-off.

For the X-740 Engineered Fill Excavation, the contractor shall, as part of the integrated environmental strategy, use impacted soils from excavation of the X-740 plume as a source of Select and Type 1 impacted material to support placement of waste debris in the OSWDF. X-740 work shall include site preparation, contaminated soil excavation, surface/infiltration water management/treatment, excavation and stockpiling of clean overburden, packaging and transportation of excavated materials, soil treatment, backfilling of clean overburden material, and restoration grading/seeding.

The contractor shall excavate the X-740 plume area and use the soil as a source of impacted material to support placement of waste debris in the OSWDF. Plume excavation shall continue until the excavation reaches established limits, based on pre-design sampling (i.e., one foot of weathered shale).

Performance shall include:

- Execute remedial action for excavation of the X-740 plume authorized by the Waste Disposition Remedial Investigation/Feasibility Study (RI/FS) Record of Decision (ROD) and Natural Resource Damages Agreement through an approved Work Plan for X-740 excavation and Completion Report;

- Perform land surveys to verify existing monuments and benchmarks, and to establish new temporary benchmarks, as required, for construction control;

- Perform subsurface utility surveys;

- Perform utility relocations where utilities are present in the proposed excavation areas;

- Complete X-740 Leachate Collection and Pre-treatment System activities;

- Install and maintain erosion control (silt fencing and hay bales) for sediment control during earthwork activities;

- Construct a diversion berm around the proposed excavation area;

- Install and operate a solids removal unit (i.e., a sand filter followed by bag filters, with a design capacity of 400 gallons per minute) to remove suspended solids from contaminated water prior to treatment;

- Install and operate a Water Treatment Facility with a design capacity of 400 gallons per minute to treat water from the excavated area through a new National Pollutant Discharge Elimination System outfall, prior to discharge;

- Excavate the X-740 plume soils to obtain the necessary impacted Type 1 material for transport to the OSWDF;

- Excavate and transport X-740 soils, as appropriate;

- Store clean soil in a designated area at or near the excavation site for reuse during site restoration activities; and

- Package/load and transport impacted contaminated soil to the OSWDF.

C.2.10.18 Groundwater Project Management (EM.PO.03.02.01.01)

The contractor shall provide project management and oversight, in support of corrective measures/remedies and interim actions associated with the five contaminated groundwater plumes that have been identified at the PORTS facility. Activities shall include: matrixed support organization management and oversight associated with ER initiatives and/or groundwater characterization, remediation, and special study activities.

The contractor shall:

- Plan, implement, and oversee site-wide groundwater characterization and remediation activities, including development of Master and Annual scoping plans; establishment of protocols and criteria that guide implementation not proposed; providing project oversight for characterization and remediation; and establishing internal milestones;

- Interface with DOE and regulators to determine long-term strategies for groundwater remediation;

- Acquiring information to support groundwater characterization and remediation activities; and

- Develop, implement, maintain, and enforce policies, procedures, plans, and checklists.

C.2.10.19 Groundwater Remediation (EM.PO.03.02.01.03)

Additionally, following excavation of the plume and site restoration, the following activities shall be performed, if required, on the X-740 plume:

- Well installation (as needed) followed by sampling, chain of custody, and field documentation on sample log forms, followed by data analysis, and validation of the analytical data in the Project Environmental Management System;
- All samples shall be analyzed for trichloroethylene (TCE);
- Data tracking and trending;
- Evaluation of enforcement and compliance activities;
- Reporting; and
- MNA shall continue for 10 years after excavation of the X-740 plume.

C.2.10.20 X-333 Project Management (EM.PO.04.01.01.01)

Reserved

C.2.10.21 X-333 Deactivation (EM.PO.04.01.01.02)

Reserved

C.2.10.23 X-333 Work Authorization Controls (EM.PO.04.01.01.04)

Reserved

C.2.10.26 X-333 NDA (EM.PO.04.01.01.08)

Reserved

C.2.10.39 Balance of Plant Program Management (EM.PO.04.02.01.01)

The contractor shall provide for the oversight and management of site maintenance, infrastructure, the D&D Program, and related activities. The contractor shall also focus on project development and planning. The activities shall include:

- Provide management for Facility Surveillance, Maintenance, and Stabilization operations;
- Develop and implement project management processes;
- Quality assurance support of management assessments and surveillance;
- Provide data, prepare presentations, attend meetings, complete annual reports;
- Procurement, Contracts, Human Resources, and Project Controls support;
- Provide safety, health, and quality oversight and management to the S&M/Facility Stabilization Program;
- Provide USW safety representatives;
- Provide vendor management and oversight;
- Maintain, review, and revise policies and procedures;
- Provide support for fact-findings, investigations, and problem reports;
- Provide administrative support;
- Prepare conceptual estimates and schedules for unfunded and/or unbudgeted projects;
- Provide support for labor determinations; and
- Develop metrics.

C.2.10.41 Balance of Plant Facility Demolition (EM.PO.04.02.01.03)

The contractor shall complete demolition activities for the following Balance of Plant (BOP) facilities:

- X-108L East Security Portal;
- X-109A Personnel Monitoring Building; and
- X-701E Neutralization Building.

The demolition activities shall include:

- Demolishing the facilities down to the concrete slab;
- Above ground utilities infrastructure removal to the at-grade slab level; and
- Size-reduction of debris, as appropriate, for the required disposal method or packaging, as well as loading the material into appropriate containers or vehicles for transport to the disposal destination.

C.2.10.42 Surveillance and Maintenance Project Management (EM.PO.04.03.01.01)

The contractor shall provide oversight and management of the Surveillance and Maintenance (S&M) Program projects including:

- Provide project management support to all S&M activities;
- Maintain the S&M Program;
- Organize and update the SOMAX Database;
- Update the Nuclear Maintenance Management Program (NMMP) and submit to DOE for approval in accordance with DOE Order 433.1B, *Maintenance Management Program for DOE Nuclear Facilities*; and
- Organize, maintain, and disposition S&M records.

C.2.10.43 X-326 Surveillance and Maintenance (EM.PO.04.03.01.02)

The contractor shall meet regulatory, security, and safety basis requirements, and maintain the X-326 Process Building in a minimum cold and dark condition that supports the eventual D&D efforts. The contractor shall:

- Conduct required inspections;
- Sustain facility property for its designated purpose; and
- Perform maintenance activities.

The contractor shall maintain the facility to meet D&D needs, focusing on safety systems. The contractor shall perform Priority 1 and 2 PM and CM, safety-related PM and CM activities, and S&M activities. Specific X-326 activities shall include:

- Inspection for water intrusion into radiological and other areas;
- Inspection of PCB drips in the troughing system and other locations mandated by the Federal Facilities Compliance Agreement; and
- Minor repair of siding, covers, roofs, and water control systems as needed.

S&M activities shall be conducted as required for a cold and dark facility.

C.2.10.44 X-330 Surveillance and Maintenance (EM.PO.04.03.01.03)

The contractor shall meet regulatory, security, and safety basis requirements, and maintain the X-330 Process Building in a minimum operating condition that supports D&D efforts. The contractor shall:

- Conduct required inspections;
- Maintain operability of critical equipment;
- Sustain facility property for its designated purpose;
- Perform maintenance activities;
- Maintain the buffered cells; and
- Provide pest and wildlife control services for the facilities.

The contractor shall maintain the facility to meet D&D needs, focusing on safety systems. The contractor shall perform Priority 1 and 2 PM and CM, safety-related PM and CM activities, and S&M activities. Specific X-330 activities shall include:

- Inspection for water intrusion into radiological and other areas;
- Inspection of the integrity of coverings on openings of process equipment;
- Inspection of the integrity of fissile material containers;
- Inspection of PCB drips in the troughing system and other locations mandated by the Federal Facilities Compliance Agreement;
- Inspection of housekeeping and pathway lighting;
- Inspection for and correct deficiencies at radiological control stations, including examination of monitoring equipment calibration dates;
- Inspection of the fire protection systems;
- Ensuring that nuclear criticality safety spacing requirements remain uncompromised;
- Ensuring that cell buffer pressures and moisture content fall within established parameters;
- Maintenance of potable water, fire water, sewage systems, and restrooms;
- Maintenance of air and nitrogen systems and temporary space heaters;

- Maintenance of lighting and other electrical items;
- Minor repair of siding, covers, roofs, and water control systems as needed; and
- Repair of auxiliary power systems and calibration of protective relays.

In support of X-330 D&D, critical equipment shall be inspected and maintained including:

- Bridge cranes - The contractor shall inspect and maintain the bridge cranes while they remain in service;
- Elevators - The contractor shall inspect and maintain the elevators while they remain in service;
- Roll-up doors - The contractor shall perform S&M of X-330 roll-up doors;
- Heating, Ventilation, and Air Conditioning (HVAC) Systems - The contractor shall perform S&M to keep the building HVAC Systems operational; and
- Lighting - The contractor shall perform S&M to ensure there is adequate lighting.

X-330 systems and utilities shall be inspected, tested, monitored, maintained, and modified, as necessary, to support the progression of D&D activities including:

- Electrical power supply/distribution - Electrical power to support lighting, bridge cranes, elevators, welding receptacles, and other necessary Electrical Distribution Systems;
- CAAS - Cluster and evacuation horns used by the CAAS utilize nitrogen and compressed air, which shall be maintained. Communication wiring shall be maintained fully operational until it is no longer necessary;
- Fire Alarm Systems (FAS) - FAS pull stations and associated communication wiring shall be maintained fully operational until the respective portion of the building is isolated in preparation for mechanical demolition;
- Fire Protection System - The HPFW System shall be maintained in operational status until the building is isolated in preparation for D&D. The contractor shall provide routine maintenance and annual inspection;
- Nitrogen System - The contractor shall maintain, inspect, repair, and replace, as necessary, the Nitrogen Supply Header System equipment, until it is no longer needed;
- Air System - The contractor shall maintain the Dry Air Supply Header System, until it is replaced with an alternate supply; and
- Storm Drain System - The perimeter underground Stormwater Systems shall be maintained fully operational until the systems are no longer required including routine maintenance and inspection.

The contractor shall perform PM and CM to prevent contamination from spreading; ensure nuclear criticality and fire safety; maintain effective security controls; keep regulated wastes properly stored; and ensure that building systems are available to support D&D activities. PM and CM activities shall include:

- Minor repair of siding, covers, roofs, and water control systems;
- Repair of auxiliary power systems and calibration of protective relays;
- Maintenance of potable water, sewage systems, and restrooms;
- Maintenance of air systems and temporary space heaters;
- Maintenance of lighting and other electrical items; and
- Maintenance of HVAC equipment.

S&M activities shall be conducted until deactivation is complete.

C.2.10.45 X-333 Surveillance and Maintenance (EM.PO.04.03.01.04)

The contractor shall meet regulatory, security, and safety basis requirements, and maintain the X-333 Process Building in a minimum operating condition to support D&D efforts. The contractor shall:

- Conduct required inspections;
- Maintain operability of critical equipment;
- Sustain facility property for its designated purpose;
- Perform maintenance activities;
- Maintain the buffered cells; and
- Provide pest and wildlife control services for the facilities.

The contractor shall maintain the facility to meet D&D needs, focusing on safety systems. Specific X-333 activities shall include:

- Inspect for water intrusion into radiological and other areas;
- Inspect the integrity of coverings on openings of process equipment;
- Inspect the integrity of fissile material containers;
- Ensure that nuclear criticality safety spacing requirements remain uncompromised;
- Inspect PCB drips in the troughing system and other locations mandated by the Federal Facilities Compliance Agreement;
- Inspect housekeeping and pathway lighting;
- Inspect for and correct deficiencies at radiological control stations, including examination of monitoring equipment calibration dates;
- Inspect Fire Protection Systems; and
- Inspect equipment supporting D&D activities, including Power Supply Systems, overhead cranes, elevators, roll-up doors, storm drains, ventilation fans, etc.

In support of X-333 D&D, critical equipment shall be inspected and maintained, including:

- Bridge cranes – The contractor shall inspect and maintain the bridge cranes while they remain in service;

- Elevators – The contractor shall inspect and maintain the elevators while they remain in service;

- Roll-up doors – The contractor shall perform S&M of X-333 roll-up doors;

- Heating, Ventilation, and Air Conditioning (HVAC) Systems – The contractor shall perform S&M to maintain the necessary portions building HVAC Systems operational to support D&D activities; and

- Lighting – The contractor shall perform S&M to ensure there is adequate lighting.

The X-333 systems and utilities shall be inspected, tested, monitored, maintained, and modified, as necessary, to support the progression of D&D activities including:

- Electrical power supply/distribution – Electrical power to support lighting, bridge cranes, elevators, welding receptacles, and other necessary Electrical Distribution Systems;

- CAAS – Cluster and evacuation horns used by the CAAS utilize nitrogen and compressed air, which are maintained. Communication wiring shall be maintained fully operational until it is no longer necessary;

- Fire Alarm Systems (FAS) – FAS pull stations, fire detection systems and associated communication wiring shall be maintained fully operational until the respective portion of the building is isolated in preparation for mechanical demolition;

- Fire Protection System – The HPFW System shall be maintained in operational status until the building is isolated in preparation for mechanical demolition. The contractor shall provide routine maintenance and inspection;

- Nitrogen System – The contractor shall maintain, inspect, repair, and replace, as necessary, the Nitrogen Supply Header System equipment, until no longer needed;

- Air System – The contractor shall maintain the Dry Air Supply Header System, until it is no longer needed or it is replaced with an alternate supply; and

- Storm Drain System – The perimeter underground Stormwater Systems shall be maintained fully operational until the systems are no longer required including routine maintenance and inspection.

The contactor shall perform PM and CM to prevent contamination from spreading; ensure nuclear criticality and fire safety; maintain effective security controls; keep regulated wastes properly stored; and ensure that building systems are available to support D&D activities. PM and CM activities shall include:

- Minor repair of siding, covers, roofs, and Water Control Systems;

- Repair of Auxiliary Power Systems and calibration of protective relays;

- Maintenance of potable water, Sewage Systems, and restrooms;

- Maintenance of Air Systems and temporary space heaters;
- Maintenance of lighting and other electrical items; and
- Maintenance of HVAC equipment.

S&M inspection activities shall be conducted until deactivation is complete.

C.2.10.46 Balance of Plant Facilities Surveillance and Maintenance (EM.PO.04.03.01.05)

The contractor shall perform all S&M activities for BOP facilities (Section J, Attachment 5) including the following:

- Perform periodic facility inspections including equipment and/or structure;
- Assess facility structural integrity;
- Prevent existing contamination from spreading;
- Provide for nuclear criticality safety, fire safety, safety, and security controls;
- Ensure regulated wastes remain properly stored;
- Maintain the operability of critical utilities and equipment, monitor radiological conditions, and check and maintain safety-related items; and
- Repair/replace tanker truck liner as necessary.

The contractor shall perform daily activities required to sustain property in a condition suitable for its designated purpose including all general housekeeping activities.

Surveillance activities shall include the following, as appropriate:

- Inspect for water intrusion into radiological and other areas;
- Inspect the integrity of coverings on openings of process equipment;
- Inspect the integrity of fissile material containers;
- Ensure that Nuclear Criticality Safety spacing requirements remain uncompromised;
- Inspect locations mandated by the Federal Facilities Compliance Agreement;
- Inspect housekeeping and pathway lighting;
- Inspect for and correct deficiencies at radiological control stations, including checking monitoring equipment calibration dates;
- Inspect fire protection systems; and
- Inspect equipment supporting D&D activities, including power supply systems, overhead cranes, elevators, roll-up doors, and storm drains.

The contractor shall perform facility stabilization activities for BOP facilities. These activities include removal of hazardous process materials/wastes and overall reduction of the hazards associated with the facility. Activities during this phase are intended to support deactivation activities to maintain facility safety envelope and long-term requirements on building infrastructure, including modification and/or changes to facility configuration.

Maintenance activities performed shall consist of the following preventative, predictive, and corrective maintenance including:

- Calibration, testing, and repair of fire suppression systems;
- Repair of siding, covers, roofs, and water control systems;
- Repair of auxiliary power systems and calibration of protective relays;
- Maintenance of potable water and sewage systems;
- Repair and testing of cranes and elevators;
- Maintenance of air systems and temporary space heaters;
- Maintenance of lighting and other electrical components;
- Maintenance of heating, ventilating and air conditioning; and
- Maintenance of restrooms and locker rooms.

C.2.10.48 X-326 Demolition Project (EM.PO.04.04.01.01)

The contractor shall perform X-326 Demolition Project Management activities to provide oversight and management of the X-326 Demolition Project and related activities.

The contractor shall provide project management, management oversight, and technical support for demolition of the X-326 Process Building and shall coordinate planning and demolition activities.

Planning, implementation, and oversight of facility demolition activities shall include the following:

- Manage the execution of the X-326 Facility Demolition bulk Asbestos Containing Materials (ACM) removal scope;
- Manage the X-326 Demolition direct hire crews and/or fixed-price subcontracts;
- Manage the execution of the X-326 Demolition Support scope;
- Manage the execution of the X-326 Demolition scope;
- Manage the execution of the X-326 Demolition Debris Waste Packaging and Size Reduction scope;
- Manage the interface between X-326 Demolition Project, OSWDF, On-Site Waste Transportation;
- Manage the interface between X-326 Demolition Project and Site Support Services;
- Manage the interface between X-326 Demolition Project and activities on the remainder of the site;
- Manage the X-326 Demolition scope to the approved baseline;
- Develop design drawings and documents for installation of support facilities;
- Develop design drawings and documents for water retention berm;
- Establish plans, protocols, and criteria to guide and steer the implementation of demolition activities including facility management and emergency response plans;
- Provide management oversight for demolition field activities, including building demolition, environmental safety and health monitoring, and waste management;
- Establish and implement project controls;
- Establish milestones and maintain project schedules;
- Review, approve, and forecast project costs;

- Maintain the effectiveness of project controls through meetings, reports, and acquisition of feedback about the performance of demolition activities;
- Conduct engineering, technical, and safety evaluations to support demolition activities;
- Conduct monthly project status review meetings with the customer;
- Provide quality assurance for procurement and field assessments;
- Establish subcontracts for demolition activities, as required;
- Administer subcontracts to ensure safe and effective operations;
- Provide administrative support to demolition activities; and
- Develop and implement work packages, plans, and procedures.

The contractor shall maintain, review, modify, and enforce policies and procedures for regulatory and project documentation. The contractor shall maintain DOE-required submittals and modify and update documentation, as required, to streamline demolition operations. The contractor shall ensure project and worker conformance to regulatory requirements, site procedures, and scopes of work.

The contractor shall additionally include preparation of reports, work plans, presentations, and performance metrics to support demolition activities.

The contractor shall perform work in compliance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Agreements, and the Toxic Substances Control Act Uranium Enrichment Federal Facilities Compliance Agreement (TSCA-UE-FFCA, dated February 20, 1997) for the Portsmouth Gaseous Diffusion Plant. The contractor shall perform work under an approved X-326/X-333/X-330 RD/RAWP in conjunction with the associated X-326/X-333/X-330 Implementation Plan.

The contractor shall:

- Seal the storm water drains to the storm water system;
- Block and seal the tunnel access at the X-326 area boundaries; and
- Install a Berm System to control water run-off from the X-326 pad.

The contractor shall develop project specific drawings for the X-326 tunnel blocking and sealing and civil drawings for the berm system.

The contractor shall include activities necessary to construct the X-326 load-out area:

- The contractor shall develop project specific drawings for the Load-out Area layout and structural civil drawings for Load-out area features.

The contractor shall perform X-326 Demolition activities to include the X-326 building demolition, including its contents, utilizing specialized heavy equipment. The X-326 Demolition shall encompass a range of demolition activities including the demolition of three Pipe Rack assemblies, two Tie-line assemblies, two Special Nuclear Material (SNM) Portals, and the removal of non-friable ACM; transite panels, cable trays, motor brake assemblies, and motor control center (MCC) breakers prior to the demolition of the X-326 facility structure. Structural demolition shall include: facility walls, second floor, building supports and roofing components. Material remaining inside X-326 shall also be demolished. The debris created by the demolition actions shall be size reduced, as required (for the disposal method or packaging requirement), and loaded into approved containers or vehicles for transport to the OSWDF. The X-111A and X-111B Special SNM Portals are not identified in the J-5 attachment to be demolished but shall be included in the X-326 demolition.

Prior to demolition of the X-326 facility infrastructure, exterior process and support systems shall be removed. Structural demolition work shall commence after the X-326 building has been certified cold and dark, all utilities isolation requirements are complete, and the facility shall be downgraded to a radiological facility before structural demolition commences. The contractor shall utilize heavy equipment to demolish the X-326 Building and its contents down to the concrete pad, sorting and segregation where required, size-reducing debris to meet the OSWDF waste acceptance criteria (WAC), packaged, and loaded into appropriate containers or vehicles supplied by the OSWDF. The Facility Emergency Response Plan shall be revised and approved, as required.

The contractor shall comply with applicable DOE Orders and regulatory requirements.

For each of the following activities, the contractor shall generate a unique scope of work description, a Construction Work Plan, a project specific procurement package for all required materials, and a Job Hazard Analysis.

The contractor shall complete compliant packaging, loading, and labeling and shall verify compliance with the OSWDF WAC. Size reduction, packaging, and disposal of building debris shall be consistent with the OSWDF WAC and performed in accordance with the requirements of the approved work plans, Waste Management Programs and Operations.

Prior to demolition, the contractor shall perform X-326 Demolition-Bulk ACM Removal activities including the removal, packaging, and staging for disposal of bulk ACM including thermal system insulation, asbestos-containing floor tile, and exterior transite panels.

C.2.10.49 X-326 Demolition Support (EM.PO.04.04.01.02)

The contractor shall provide support services for the demolition of the X-326 facility by maintaining the Access Control Area for the demolition site, maintaining and repairing heavy equipment, maintaining and supporting the X-326 Demolition Trailer Complex, including servicing the portable septic tanks.

The contractor shall ensure demolition activities proceed without interruption. The contractor shall comply with the CERCLA Agreements and the Toxic Substances Control Act Uranium Enrichment Federal Facilities Compliance Agreement (TSCA-UE-FFCA, dated February 20, 1997) for the Portsmouth Gaseous Diffusion Plant. The contractor shall perform work in accordance with approved X-326-specific Remedial Design/Remedial Action Work Plan.

Heavy equipment supporting the X-326 demolition shall require routine maintenance and repair. The contractor shall self-perform or subcontract maintenance and repair services. The contractor shall also coordinate access requirements and establish operational facilities.

In order to ensure that radiological contamination is not transferred outside the demolition zone, the contractor shall monitor personnel and equipment exiting the demolition zone. The X-326 Access Control Area trailers shall require routine maintenance and janitorial services including portable toilet rental services. Sanitary waste removal and trailer maintenance shall be required for the support trailer complex.

C.2.10.50 Waste Management Programs Support (EM.PO.05.01.02.01)

The contractor shall establish protocols for the acceptance of non-project wastes and include the identification and development of programmatic documents for universal and recyclable waste acceptance and tracking. This shall include the establishment and maintenance of site pollution prevention initiatives to meet the requirements of the DOE Pollution Prevention Program. Site sustainability goals shall be defined and metrics shall be developed to track and report pollution prevention progress.

The contractor shall:

- Maintain Waste Acceptance/Pollution Prevention Programs to allow for recycling of standard site wastes, monitoring and capturing volumes of wastes diverted into recycle paths through this program, and annual reporting;

- Performance of program management responsibilities for the Waste Acceptance/Pollution Prevention Program, including acquisition and maintenance of equipment and vehicles, routine reporting, and tracking of deliverables; and

- Provide training for all transportation related activities.

The contractor shall provide program support for waste transportation, treatment, and disposal to the PORTS D&D Project, which shall include management functions in support of the Waste Transportation/Treatment/Disposal program. Activities shall include management and oversight of the following:

- Procurement and maintenance of associated vehicles;

- Budgets, plans, procedures, permits, contracts to support transportation;

- Contracts for packaging supplies (e.g., containers, dunnage); and

- Budget, costs, and contracts for waste treatment and/or disposal.

The contractor shall ensure that all waste accepted for disposition at the OSWDF meets established waste acceptance criteria (WAC).

The contractor shall develop measurement methods and implement NDA measurement operations. The NDA program shall be implemented in accordance with the contractual requirements of Quality Systems for Non-Destructive Assay (QSNDA) Characterization.

The contractor shall develop and implement the NDA platforms needed to support characterization of items for nuclear material control and accountability, nuclear criticality evaluations and assessments, surveillance & maintenance, decontamination and decommissioning, and waste transportation and disposition. Work shall be performed in accordance with applicable NDA procedures consistent with QSNDA requirements. The contractor shall include:

- NDA program management, oversight, coordination, and technical support;
- Quality assurance and statistics;
- Information technology services;
- Administration support;
- Project reporting;
- Maintenance and/or rental/lease of equipment and vehicles assigned to the NDA organization, including Government Furnished Equipment (United States Department of Energy [DOE] owned), and general use equipment not assigned to a specific project; and
- Personal protective equipment.

C.2.10.51 Waste Transportation/Treatment/Disposal (EM.PO.05.01.02.02)

The contractor shall perform all activities associated with packaging procurement and maintenance, handling, and hauling/transportation of waste to various facilities. This includes the transport to off-site treatment and/or storage facilities and movement between on-site facilities but not to the on-site disposal facility. All packaging and transportation practices shall be in accordance with applicable federal, state, and local regulations and contract requirements.

In addition, the contractor shall:

- Load, manifest, and transport waste and materials (on-site between facilities and off-site) for disposition, treatment, storage, recycle, reuse, and/or disposal;

- Procure necessary packaging and carrier services for transport to/from treatment facilities and to disposal facilities; and

- Develop appropriate transportation plans, including transportation security plans, for various waste types, obtain appropriate transport permits, and coordinate with DOE transport managers.

On-site transport of waste and material between facilities and storage areas shall be performed in accordance with on-site transportation safety documents and implementing procedures, which are compliant with the United States Department of Energy (DOE) requirements.

Off-site transport of waste and material shall be performed in accordance with the United States Department of Transportation (DOT), U.S. Nuclear Regulatory Commission, U. S. Environmental Protection Agency, and DOE requirements for disposition, treatment, storage, recycle, reuse, and/or disposal.

The contractor shall complete Surveillance and Maintenance (S&M) for the existing active rail system to facilitate operations of the decontamination and decommissioning (D&D) project as well as the Depleted Uranium Hexafluoride (DUF6) Project. This consists of standard industrial rail refurbishment and maintenance activities. The active rail infrastructure shall be maintained in compliance with DOT Class 1 standards; the inactive portion shall be isolated with no further action taken.

The contractor shall provide waste transportation, which includes loading, manifesting, and transporting waste and materials from various projects for off-site disposition.

The contractor shall provide waste disposal, which includes treatment and/or disposition for waste generated by various projects and the preparation for shipment of process gas equipment, legacy components, hazardous waste, and deposit removal waste.

C.2.10.53 Waste Management NDA Programs (EM.PO.05.01.02.05)

The contractor shall provide nuclear measurement methods, measurement operations, analysis of data, and reporting using instrument platforms to characterize items for nuclear material control and accountability, nuclear criticality safety, D&D, and waste transportation and disposition. The NDA program shall be implemented in accordance with the contractual requirements of Quality Systems for Non-Destructive Assay (QSNDA) Characterization (DOE/PPPO/03-0235&D0).

NDA Infrastructure activities shall include any additional construction/modification of new and existing facilities/structures, purchase and deployment of measurement equipment, ancillary systems, maintenance, and operation of the NDA data management systems.

The contractor shall include Gamma-ray techniques (using high purity germanium systems, sodium iodide systems, Low-Density Waste Assay Monitors, box monitors) and neutron measurements (using helium gas filled detectors).

The infrastructure activities shall include:

- Operations and maintenance of instrumentation and the Large Component Measurement System (LCMS) used for ex-situ measurements of large components;
- Support in-situ NDA of the X-333 Process Gas and Auxiliary Systems and ex-situ measurements, as needed, of miscellaneous items that exceed criticality incredible criteria to remain in the building during demolition to support Nuclear Safety and removal operations;
- Provide instrumentation and maintenance of NDA Systems used throughout the BOP;
- Support and upgrade of existing Operational Instrument Systems;
- Accommodate the support and upgrade of existing Operational Instrument Systems;
- NDA Instrument Systems and equipment maintenance;
- Modeling for measurements of items not excluded;
- Measurement software and upgrades, as required;
- Personal protective equipment;
- Traceable to a nationally recognized reference base calibration standards;
- Operational sources;
- Any additional or replacement source materials and laboratory services; and
- Update, maintain, and continue operations of the data management system.

C.2.10.54 X-326 RCRA Part B Permit (EM.PO.05.01.02.08)

The contractor shall prepare and package RCRA waste for disposition.

The contractor shall include the following:

- Implement applicable requirements for accepting and compliantly storing RCRA waste into permitted storage from 90-day storage areas;

- Verify and characterize RCRA waste (i.e., open, inspect, overpack, repack, and sample waste); and

- Prepare, package, and stage RCRA waste containers for off-site disposition from the permitted storage areas.

The contractor shall perform operations in the X-330 and X-345 permitted areas to complete the disposition of waste from X-326 project and relocated RCRA waste.

The contractor shall:

- Provide the final design modifications for the X-345, X-330, and X-705 transfer of waste from the RCRA Part B permitted storage area in the X-326 Process Building; and

- Perform closure activities in X-326 RCRA Part B permitted storage areas, as required under the current permit and Ohio regulations.

The completion milestone for this work shall be achieved when waste previously in the X-326 RCRA Part B permitted storage area has been dispositioned off site in accordance with the Site Treatment Plan.

C.2.10.56 RCRA Permit B Storage Areas (EM.PO.05.01.02.10)

The contractor shall operate the RCRA Storage Areas in X-345, X-330 and X-705, in accordance with the RCRA Part B Permit. The RCRA Storage Area in X-345 shall contain mixed waste (waste with RCRA and radiological constituents) with U-235 assays greater than or equal to 10%. TSCA or mixed waste with assays in this range shall also be stored in these areas as necessary. The RCRA Part B Permit in X-330 is for the storage of RCRA waste with U-235 assays less than 10%.

Waste segregation shall be an integral part of the design and operation of the RCRA waste storage units. Containers within these units shall be closed and stored in appropriate areas and meet labeling and spacing requirements.

C.2.10.58 Waste Operations (EM.PO.05.01.02.12)

The contractor shall manage waste and accountable material stored in the X-330 prior to disposition. Activities shall include sorting and segregating miscellaneous secondary waste from site wide facility operations for off-site shipment. Additionally, sorting and segregation activities will also be performed in the XT-847.

The contractor shall adhere to nuclear safety, security, and accountability requirements for storage of special nuclear material as well as area inspections and area maintenance to maintain the area in compliance with Hazard Category 2 Nuclear Facility requirements.

The tasks include:

- Receive waste from various areas on site with an assay of less than 10% U-235;
- Surveillance and maintenance of accountable material, including daily inspections, periodic inventories, and surveillances;
- NDA measurements required for Nuclear Material Control and Accountability (NMC&A);
- NMC&A reports;
- Plan and procedure maintenance;
- Status reports shall be submitted to DOE;
- Maintenance or procurement of equipment and vehicles; and
- Sort and segregate secondary waste from operations across the site that requires off-site transport and disposal.

The contractor shall perform activities for the recycling, sanitary waste programs, and waste operations in X-744L. The contractor shall stage and collect containers for sanitary recycle of materials (aluminum cans, plastic bottles, and cardboard), which includes:

- Sorting;
- Re-containerizing;
- Spot-checking for non-compliant items and radiological material; and
- Coordinating the pickup and transfer of full containers with the recycle vendor.

The contractor shall evaluate recycling waste/materials from the PORTS D&D Project including a thorough trade-off analysis of the economic, health, safety, and waste volume benefits, as well as approaches for minimizing the generation of secondary wastes.

The contractor shall manage waste/accountable material stored in the X-345 prior to disposition. The contractor shall adhere to nuclear safety, security, and accountability requirements for storage of special nuclear material as well as area inspections and area maintenance to maintain the area in compliance with Hazard Category 2 Nuclear Facility requirements.

The tasks include:

- Receive waste from various areas greater than or equal to 10 assay U-235;
- Perform surveillance and maintenance of accountable material, including daily inspections, periodic inventories, and surveillances;
- Submit NMC&A reports;
- Maintain plans and procedures; and
- Provide status reports to DOE.

C.2.10.59 OSWDF Operations (EM.PO.05.01.05.04)

The contractor shall perform monitoring and maintenance requirements for the On-Site Waste Disposal Facility (OSWDF) during operations in accordance with the OSWDF Monitoring and Maintenance Plan. The contractor shall include the following activities:

- Monitor groundwater around the OSWDF perimeter, including horizontal monitoring wells to detect the presence of chemical or radiological contamination;
- Perform air monitoring for total uranium, and radionuclides, with both stationary and portable air monitors;
- Perform air monitoring for fugitive dust with both stationary and portable air monitors;
- Perform surface water monitoring for erosion and sediment controls;
- Conduct annual camera/video surveillance of Leachate Collection System (LCS) and Leak Detection System (LDS);
- Conduct sampling at the OSWDF National Pollutant Discharge Elimination System (NPDES) out-falls, based on the required sampling frequencies;
- Maintain and inspect OSWDF Intermediate Cover Systems;
- Analytical work shall be performed at appropriate laboratories that have the required certifications, capacity, and demonstrated ability to perform; and
- Performance monitoring, reporting, tracking, trending, and evaluating enforcement and compliance activities associated with environmental media shall be conducted.

The Impacted Material Transfer Area (IMTA) Operations activities include operation of the OSWDF and Impacted Material Transfer Area (IMTA), maintenance of the IMTA Haul Road.

The IMTA is a Corrective Action Management Unit (CAMU) and shall be managed as such. The contractor shall include the following activities:

- Write/validate/approve plans and procedures, assemble/train/certify the operating teams, and perform startup/readiness preparations;
- Receive, stage, and manage Type 2 through Type 5 impacted material from D&D projects, or other areas within the site to designated areas within the IMTA;
- Perform heavy equipment operations required for the unloading, sorting, loading and hauling of Type 2 through Type 5 impacted material at IMTA;
- Perform dewatering and dust control requirements;

- Perform IMTA Haul Road maintenance and other construction support activities; and

- Routine maintenance of the IMTA haul road.

The contractor shall include placement of waste (also called "impacted material") within cells of the OSWDF. Impacted materials shall be placed in the OSWDF in a manner compliant with the Impacted Material Placement Plan (IMPP), to ensure the structural integrity of the cells.

OSWDF Cell Placement Operations shall be performed in accordance with technical specifications, the Waste Acceptance Criteria (WAC) Attainment Plan, the IMPP, OSWDF SSP, and the Leachate and Impacted Surface Water Management Plan.

The contractor shall include the following activities:

- Development and implementation of a waste information system that includes location, date of placement, placed quantities, and waste characteristics of materials placed;

- Pre-planning the placement of impacted materials by type, cell location, and grid location ensuring compliance with the IMPP and incorporating the PORTS Integrated Safety Management System (ISMS) principles and core functions;

- Heavy equipment operations required for the unloading, placement, compacting and cover of Type 1 through Type 5 impacted material per the IMPP;

- Management of the access ramp and haul road within the OSWDF cell footprint;

- Erosion control, sediment control, and storm water control within each cell;

- Documentation of volumes received, tracked by impacted material type, cell location, grid location, and compaction; and

- Performance of dust control for access ramps and haul roads within the cell footprint.

The contractor shall manage and direct the flow of all impacted material coming into the OSWDF from D&D, Environmental Remediation excavations, IMTA, and other site locations. Only impacted material meeting the OSWDF WAC specified in the WAC Attainment Plan shall be accepted for placement in the OSWDF.

These systems shall be managed, operated, and maintained in accordance with the OSWDF Detailed Design, OSWDF support plans, Waste Acceptance Criteria (WAC) Attainment Plan, NPDES Permit requirements, the OSWDF Site Security Plan (SSP), and D&D Contractor O&M manuals/plans/procedures.

The contractor shall include the following activities:

- Preparation of procedures and other documents for operations and maintenance of the systems;
- Operations support during readiness review, startup, and acceptance of the systems listed above;
- Sampling and testing of the impacted surface water/discharge at the following locations:
    - Impacted Surface Water storage tank at the IMTA;
    - Impacted Surface Water storage tank at the IMTA Haul Road; and
    - Management of leachate catchment areas (LCAs) in each cell, including erosion control, maintenance, cleanup, and pumping of excess leachate during major storm events.

OSWDF Support and Utility Operations includes support and utility operations for site construction and operations support facilities, and preparation of a Surveillance and Maintenance (S&M) Plan or revision to existing plans and procedures. Additionally included is the performance of S&M activities, performance of operation and maintenance activities, such as management, training, housekeeping, inspections, repairs, testing, calibration, and preventative, predictive, and corrective maintenance for the following:

- Raw water – including raw water pipeline, valves, and yard hydrants; booster pump station; and water filling stations;
- Construction power – including power lines, transformers, and pole-mounted lighting;
- Surface water storm sewers – including sedimentation and detention basins, culverts, ditches, and drop inlets/catch basins;
- Trailers/kiosks, utilities (interior/exterior), communications transmission lines, time-lapse cameras, and global positioning system (GPS) station; and
- Site services – including access roads and parking lot maintenance, mowing and landscape maintenance, snow and ice removal, construction support facility housekeeping, trash removal, utilities (interior/exterior), sanitary facilities, perimeter fence and gates, site access control facilities, and communications transmission lines.

C.2.10.65 Small Cylinder Projects (EM.PO.05.02.01.02)

The contractor shall characterize, process, and disposition 562 of the available population of small UF_6 cylinders:

The contractor shall include the cleaning, testing, and S&M of small UF_6 cylinders performed. Additional activities include:

- Cylinder transfer and handling;
- Waste characterization;
- Waste certification; and
- Annual calibration and maintenance of the X-710 laboratory scales and the X-710 jib crane in the subsampling lab.

C.2.10.66 Large Cylinder Projects (EM.PO.05.02.01.03)

The contractor shall conduct S&M of the UF_6 cylinders stored in the cylinder yards and transfer of natural and normal UF_6 from thin-walled to thick-walled cylinders. The contractor shall include all activities necessary to support preparation and shipping of the completed cylinders, including, but not limited to the following:

- Handling and receipt of 48g, 48h, and 48hx feed cylinders;
- Transfer of UF_6 from thin-walled to thick-walled cylinders;
- Analysis and preparation of certificate of quality and quantity;
- Quality assurance inspections and code inspection;
- Loading and transportation of cylinders;
- PM and CM of autoclaves, cranes, and cylinder handling equipment;
- Shipping of emptied/heel cylinders back to Portsmouth Gaseous Diffusion Plan (PORTS);
- S&M Program;
- Cleaning and hydrostatic testing of small cylinders used to support laboratories and cold traps;
- Cleaning, hydrostatic testing, and disposition of DOE-owned 48Y cylinders; and
- Project close out, records management and equipment disposition.

The UF_6 Cylinder S&M includes NMC&A inventory, cylinder inspection, radiological survey, monitoring, cylinder yard management, and maintenance of UF_6 cylinder handling equipment. The contractor shall also include minor spill response activities and routine cleaning and decontamination.

The large cylinder heels consolidation processing shall include the activities and resources to recover a significant amount of UF_6 from the processed barter cylinders (heavy heel). The X-342 UF_6 heel recovery shall include, but is not limited to the following:

- Management of the X-342/344 Facility;
- Training and qualification of X-342/344 Chemical Operators and support personnel;
- Transfer and handling of UF_6 cylinders;

- Loading/and transfer of heels to a Department of Transportation (DOT) 48Y heavy-walled cylinder using the X-342 autoclave and cold boxes;
- Transfer of filled 48Y cylinders to X-344 and placement of emptied cylinders to storage yard;
- Homogenizing (thorough mixing) and sampling of the filled 48Y cylinders in X-344;
- Laboratory analysis and preparation of the Certification of Quality and Quantity (CQQ);
- Staging of the filled cylinders in the cylinder yard for transfer via the barter program;
- PM and CM of the X-342 autoclaves, cold boxes, cranes, scales, and cylinder handling equipment; and
- Transfer empty heel cylinders to cylinder yard for later disposition.

C.2.10.68 Nuclear Operations and Programs (EM.PO.05.02.01.05)

The contractor shall provide project management, oversight, and senior technical/administrative support for planning and implementation of the disposition of surplus uranium for Nuclear Operations. Activities shall include, but are not limited to the following:

- Coordination of work planning and execution;
- Field oversight and surveillance;
- Progress reports to DOE;
- Budget analysis (including EVM);
- Approval of purchase requisitions; and
- Maintain regulatory and project documentation.

The contractor shall operate and maintain the X-705 as an operationally ready Hazard Category 2 Nuclear Facility. Staffing shall remain at an operationally ready level for O&M of the building. Deposit removal for components from the process facilities shall be performed in the X-705 South Annex.

Activities performed in or based out of X-705 include:

- X-700 Biodenitrification (Bio-D) facility operations;
- Changing cylinder valves;
- Washing and hydrostatic testing cylinders;
- Stabilizing material and waste;
- Recovering material;
- Cleaning and maintaining contaminated equipment;
- Preparing waste and materials for shipment;
- Field-decontaminating the cascade, X-340 Complex, and Balance of Plant tanks and cylinders; and
- Supporting pickup and delivery of accountable waste containers, samples, and cylinders.

The contractor shall include the following additional activity:

The contractor shall operate and maintain the X-744G and X-345 facilities by performing the following activities in order to maintain the facilities as Hazard Category 2 nuclear facilities in an operationally ready state:

- Perform facility walk-downs;
- Conduct inventories of material and waste within the facilities, per the Nuclear Material Control and Accountability Program;
- Perform surveillances for building operations and conditions;
- Carry out maintenance for non-operations activities;
- Direct NDA measurements; and
- Confirm weights and other scale activities.

The following are compliance requirements relative to X-744G and X-345 operations:

- Documented Safety Analysis and technical safety requirements documents; and
- Nuclear material control and accountability inventory control requirements.

C.2.10.70 Cell 4 Liner Design (EM.PO.05.06.01.01)

The contractor shall perform project management of OSWDF Cell 4 Liner as part of a Capital Asset Project (CAP). The contractor shall plan, implement, monitor, and report the cost and schedule performance; maintain, review, modify, and ensure adherence to plans, policies, and procedures; and manage the OSWDF project activities for engineering/design, procurement/contracts, construction, project controls, safety, security, radiological control, and other support functions.

The contractor shall plan, oversee, and provide project management and interdivisional coordination for activities related to OSWDF Cell 4 Liner and Infrastructure with programmatic support from Program Management. The contractor shall incorporate the core functions and principles of the Integrated Safety Management System into all aspects of the OSWDF Cell 4 Project. The contractor shall maintain, review, modify, and enforce plans, policies, and procedures and shall provide an interface with project stakeholders (e.g., DOE, the Ohio EPA, Site Specific Advisory Board). The contractor shall coordinate and support design reviews and execute the Earned Value Management System employed across the PORTS D&D Project. The contractor shall prepare and maintain a critical-path schedule and resource loaded schedule and shall support the FY work plan process for work to be performed each FY. The contractor shall identify, quantify, and mitigate project scope, cost, and schedule risks as part of the OSWDF Risk Management Plan and implement a configuration management process to control changes to physical configuration. The contractor shall implement the Quality Management Plan employed across the PORTS D&D Project. The contractor shall coordinate OSWDF planning and design requirements with DOE and DOE Prime Contractors to establish the impact of the OSWDF Project on other site services and contractors. The contractor shall execute the project closeout, turnover, and certification activities specific to the OSWDF.

C.2.10.71 Cell 4 Liner Construction (EM.PO.05.06.01.02)

The contractor shall perform Construction Management OSWDF Cell 4 Liner as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to provide construction oversight for activities for OSWDF Cell 4.

The contractor shall be responsible for performance of site preparation, construction, procurement support, and other work within the overall OSWDF scope. The contractor shall manage construction elements for:

- OSWDF Cell 4 site preparation; and
- OSWDF Cell 4 Liner construction including Valve House 4.

The contractor shall manage and oversee OSWDF Cell 4 activities as part of a Capital Asset Project until construction closeout activities are complete. The contractor shall follow approved procedures.

The contractor shall provide Stakeholder interface specifically related to construction management (DOE, Environmental Technical Services Contractor, Ohio Environmental Protection Agency, and other jurisdictional agencies). The contractor shall perform surface water management, including installation and maintenance of erosion and sediment controls. The contractor shall provide management of construction survey including development of final as built drawings and a report of the deviations from the construction drawings to the as-built drawings.

The contractor shall manage and oversee Site Preparation OSWDF Cell 4 activities as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to perform site preparation for the OSWDF Cell 4 Liner, Valve House 4, and Cell 4 Monitoring Wells. The contractor shall submit construction drawings, technical specifications, and support plans for the Site Preparation OSWDF Cell 4 activities for DOE approval.

The contractor shall perform:

- Sound monitoring;
- Subsurface surveys;
- Dewatering and dust control;
- Earthwork for the Cell Liner 4 and Valve House 4, including excavation to subgrade, fill, and grading;
- Removal of the 720 sandstone where it has been identified to be within 10 feet of the bottom of the leveling course excavation and within the limits of impacted material (waste) of OSWDF Cell 4;
- Removal of the 720 sandstone where it has been identified within the limits of the Valve House excavation;

- Filling, as required, to subgrade elevation;

- Screening of clay material;
- Installation and maintenance of roads, construction accesses, access ramps and placement of crushed rock (aggregate) surfacing as needed;

- Construction of drainage ditches and placement of rock fill, as required; and

- Seeding/vegetation, as required.

The contractor shall manage and oversee Construction OSWDF Cell 4 Liner construction activities of the OSWDF Cell 4 Liner as part of the OSWDF Cells 4, 5, and Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to construct the OSWDF Cell 4 Liner including Valve House 4. The contractor shall submit construction drawings, technical specifications, and support plans for approval by DOE.

The contractor shall perform:

- Sound monitoring;

- Subsurface surveys;

- Procurement of construction materials;

- General grading;

- Dewatering and dust control;

- Subgrade preparation;

- Installation of Cell 4 horizontal monitoring well;

- Placement of leveling course;

- Construction of Valve House 4, including tie-in with the North Leachate Transmission System (LTS);

- Backfilling Valve House 4;

- Piping, equipment, Electrical System, and instrumentation in Valve House 4;

- Grounding System at Valve House 4;

- Electrical power tie-ins with main construction power supply at Valve House 4;

- Screening of clay material for two cell liners or caps;
- Clay liner;
- Geosynthetic Liner Systems;
- Leak Detection, Leachate Collection, and Redundant Leachate Collection and Removal Systems;
- Liner penetration boxes;
- Cell access ramp;
- Seeding/vegetation as required;
- Adjustment/installation of temporary security fencing, as required including required security lighting; and
- FBP readiness to operate for CD-4 including: system testing, and startup for Valve House 4

C.2.10.72 Cell 4 Liner Project Support (EM.PO.05.06.02.01)

The contractor shall plan, schedule, resource, and accomplish the activities necessary to obtain DOE-Headquarters (HQ) CD-4A approval for the scope of the OSWDF CAP-2 Project. The contractor shall develop and submit CD-4A documentation to DOE-HQ for review and comment, incorporate DOE-HQ comments, and obtain DOE-HQ approval of CD documentation. The contractor shall support the DOE-HQ review process for CD-4A approval.

C.2.10.73 Cell 5 Liner Design (EM.PO.05.06.03.01)

The contractor shall perform project management of OSWDF Cell 5 Liner as part of a Capital Asset Project (CAP). The contractor shall plan, implement, monitor, and report the cost and schedule performance; maintain, review, modify, and ensure adherence to plans, policies, and procedures; and manage the OSWDF project activities for engineering/design, procurement/contracts, construction, project controls, safety, security, radiological control, and other support functions.

The contractor shall manage and oversee OSWDF Cell 5 activities as part of a Capital Asset Project until project closeout activities are complete.

The contractor shall:

- Plan, oversee, and provide project management and interdivisional coordination for activities related to OSWDF Cell 5 Liner and Infrastructure with programmatic support from Program Management;
- Incorporate the core functions and principles of the Integrated Safety Management System into all aspects of the OSWDF Cell 5 Project;
- Provide an interface with project stakeholders (e.g., DOE, the Ohio EPA, Site Specific Advisory Board), as needed;
- Coordinate and support design reviews;
- Execute the Earned Value Management System employed across the PORTS D&D Project;
- Implement an Acquisition Plan for subcontracted scopes of work;
- Prepare and maintain a critical-path schedule and resource loaded schedule;
- Support the FY work plan process for work to be performed each FY;
- Identify, quantify, and mitigate project scope, cost, and schedule risks as part of the OSWDF Risk Management Plan;
- Implement a configuration management process to control changes to physical configuration;
- Implement the Quality Management Plan employed across the PORTS D&D Project; and
- Coordinate OSWDF planning and design requirements with DOE and DOE Prime Contractors to establish the impact of the OSWDF Project on other site services and contractors.

C.2.10.74 Cell 5 Liner Construction (EM.PO.05.06.03.02)

The contractor shall perform Construction Management for OSWDF Cell 5 as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to provide construction oversight for activities for OSWDF Cell 5, and to ensure that field construction is executed in conformance with construction drawings, technical specifications, schedules, cost estimates, procedures, quality requirements, and safety standards. The contractor shall be responsible for performance of site preparation, construction, procurement support, and other work within the overall OSWDF scope.

The contractor shall manage:

- OSWDF Cell 5 site preparation; and
- OSWDF Cell 5 Liner construction including Valve House 5.

The contractor shall perform and be responsible for:

- Construction schedule development and maintenance;
- Site access control;
- Stakeholder interface specifically related to construction management (DOE, Environmental Technical Services Contractor, Ohio Environmental Protection Agency, and other jurisdictional agencies);
- Surface water management, including installation and maintenance of erosion and sediment controls;
- Field construction management and coordination;
- Equipment and tool management;
- Oversight of subcontractors and vendors;
- Compliance with the Integrated Safety Management System's core principles and functions;
- Management of construction survey including development of final as built drawings and a report of the deviations from the construction drawings to the as-built drawings;
- Earned Value Management System reports to program and project management;
- Construction closeout, turnover, and certification;
- Construction Surveying; and
- Erosion and Sediment Control.

The contractor shall perform site preparation of OSWDF Cell 5 as part of a Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to perform site preparation for the OSWDF Cell 5 Liner, Valve House 5, and Cell 5 Monitoring Wells. The contractor shall submit construction drawings, technical specifications, and support plans for approval by DOE. The contractor shall perform:

- Sound monitoring;
- Subsurface surveys;
- Dewatering and dust control;
- Earthwork for the Cell Liner 5 and Valve House 5, including excavation to subgrade, fill, and grading;
- Removal of the 720 sandstone where it has been identified to be within 10 feet of the bottom of the leveling course excavation and within the limits of impacted material (waste) of OSWDF Cell 5;
- Removal of the 720 sandstone where it has been identified within the limits of the Valve House excavation;
- Filling, as required, to subgrade elevation;
- Screening of clay material;
- Installation and maintenance of roads, construction accesses, access ramps and placement of crushed rock (aggregate) surfacing as needed;
- Construction of drainage ditches and placement of rock fill, as required and;
- Seeding/vegetation, as required.

The contractor shall perform construction of the OSWDF Cell 5 Liner as part of the OSWDF Cells 4, 5, and 2 Capital Asset Project. The contractor shall plan, schedule, resource, and accomplish the activities necessary to construct the OSWDF Cell 5 Liner including Valve House 5. The contractor shall submit construction drawings, technical specifications, and support plans for approval by DOE. The contractor shall perform:

- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- General grading;
- Dewatering and dust control;

- Subgrade preparation;
- Installation of Cell 5 horizontal monitoring well;
- Placement of leveling course;
- Construction of Valve House 5, including tie-in with the North Leachate Transmission System (LTS);
- Backfilling Valve House 5;
- Piping, equipment, Electrical System, and instrumentation in Valve House 5;
- Grounding System at Valve House 5;
- Electrical power tie-ins with main construction power supply at Valve House 5;
- Screening of clay material;
- Clay liner;
- Geosynthetic Liner Systems;
- Leak Detection, Leachate Collection, and Redundant Leachate Collection and Removal Systems;
- Liner penetration boxes;
- Cell access ramp;
- Seeding/vegetation as required;
- Adjustment/installation of temporary security fencing, as required including required security lighting; and
- Readiness to operate for CD-4 including: system testing, and startup for Valve House 5.

C.2.10.75 Cell 5 Liner Project Support (EM.PO.05.06.04.01)

The contractor shall plan, schedule, resource, and accomplish the activities necessary to obtain DOE-Headquarters (HQ) CD-4B approval for the scope of the OSWDF CAP-2 Project. The contractor shall:

- Develop and submit CD-4B documentation to DOE-HQ for review and comment, incorporate DOE-HQ comments, and obtain DOE-HQ approval of CD documentation; and

- Support the DOE-HQ review process for CD-4B approval.

Prior to CD-4B approval, the contractor shall:

- Verify that Key Performance Parameters (KPPs) and project completion criteria have been met – The contractor shall verify that KPPs and the project completion criteria have been met, and will document the completion date in relation to the Performance Baseline;

- Complete a Project Transition to Operations Plan (PTOP) – The contractor shall issue a PTOP in accordance with DOE G 413.3-16A. The plan will include the basis for initial and full operating capability, training requirements, interfaces, and draft schedules for the transition;

- Complete a Readiness to Operate (RTO) Assessment – The contractor shall complete a Readiness to Operate Assessment (for a less than Hazard Category 3 Nuclear Facility) to verify that elements of the scope are complete and ready to operate, and that procedures, training, and resources are in place and ready to begin operations;

- Update as needed the OSWDF Hazard Analysis Report (HAR); and

- Update the site-wide Environmental Management System (EMS), as necessary.

Following the Post CD-4B approval, the contractor shall:

- Prepare an initial Project Closeout Report (PCR) and applicable lessons learned regarding project execution and facility start-up.

C.2.10.121 OSWDF Regulatory Documents (EM.PO.07.01.01.01)

The activities herein are specific to the OSWDF Cell 1 Liner Construction Project (i.e., Capital Asset Project No. 1 [CAP-1]). The activities are relevant through Critical Decision (CD)-4 approval in order to isolate capital asset project (CAP) costs in accordance with DOE Order (O) 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. This also includes regulatory documentation in support of future Capital Asset Projects.

The contractor shall complete the following OSWDF Regulatory Documents related activities:

- Provide for overall management of the function, development, and communication of CERCLA regulatory policy, and management of the interface between the projects and DOE, regulatory agencies, and the public;

- Prepare and gain regulatory approval of CERCLA and DFF&O required work plans, necessary to plan development of remedial design and remedial action plans and activities required to support:

    - Design, construction and operation of the OSWDF; and

    - Completion of other commitments in the Waste Disposition ROD related to the OSWDF.

The contractor shall follow and comply with the April 13, 2010 Director`s Findings and Final Orders (DFF&O) for the waste disposition study of the PORTS site and the requirements of the approved Waste Disposition Remedial Investigation/Feasibility Study (RI/FS) and Record of Decision (ROD). The contractor shall implement the RD/RA process as required for the disposal of the building debris generated during D&D, residual soil adjacent to the facilities that shall undergo D&D, and contaminated soil to be used as fill in the OSWDF. This includes the following key elements:

- Assist DOE in regulatory approach planning and interface with Ohio EPA and U.S. EPA;

- Determine the number and scope of RD/RA related documents;

- Manage the interface between the D&D field projects and DOE, regulatory agencies, and the public;

- Ensure the regulatory approach is focused on safe, compliant operations and delivers the earliest possible start to D&D under CERCLA;

- The Comprehensive OSWDF RD/RA Work Plan shall address the general remedial design and remedial action requirements for onsite waste disposition as necessary to support the schedule for the overall OSWDF project at a high level;

- RD/RA Work Plans and associated Completion Reports/Letters shall be prepared as needed for each construction action with milestones and shall require Ohio EPA concurrence and/or approval as applicable; and

- A WAC Implementation Plan shall be developed to specify the requirements for acceptance of waste into the OSWDF and the steps that generator projects must take to prepare waste for transport and disposal in the OSWDF. The WAC Implementation Plan shall require Ohio EPA approval.

C.2.10.122 OSWDF CAP-1 Project CD and DAS Process (EM.PO.07.01.01.02)

The contractor shall plan, schedule, resource, and accomplish the activities required to obtain DOE-HQ, and CD-4 approvals for the scope of the OSWDF CAP-1 project. In order to meet the PORTS D&D Project objective of initiating waste placement as early as possible, the contractor shall execute the OSWDF Project based on a tailoring strategy, consistent with the requirements of DOE O 413.3B.

The contractor shall perform the OSWDF CAP-1 Project activities which include the design and construction of an engineered disposal cell with a multi-layer liner (i.e., Cell 1) and leachate collection, transmission, and treatment systems. The contractor shall prepare the site and support facilities required to make the OSWDF CAP-1 Project operational. This includes haul roads, surface water management and treatment systems, distribution of utilities such as raw water and electrical power, and deactivation and demolition of the X-114A facility.

The contractor shall gain CD-4 approvals and shall prepare planning support documents in compliance with DOE O 413.3B. The contractor shall comply with DOE O 413.3B and shall provide CD-4 to DOE for approval prior to the start of waste placement in each cell of the OSWDF.

The contractor shall:

- Develop and submit CD-4 documentation to DOE-HQ for review and comment, incorporate DOE-HQ comments, and obtain DOE-HQ approval of CD and project closeout documents; and

- Support the DOE-HQ review process for CD-4 approvals, and project closeout documents.

C.2.10.123 OSWDF Start-up (EM.PO.07.01.01.03)

The contractor shall perform project management as it relates to the readiness to operate review for the OSWDF Capital Asset Project (CAP). The contractor shall conduct a readiness to operate review to evaluate the readiness and core requirements of the OSWDF project personnel, management systems, interfaces with contractors, and compliance with identified requirements including training, Waste Acceptance Criteria (WAC) requirements, Impacted Material Placement Plan (IMPP) and Site Security Plan (SSP).

The review shall provide for an independent assurance that OSWDF Operations is prepared to operate the Impacted Material Transfer Area (IMTA), IMTA Haul Road, and other support activities for the Protective Layer soil. The readiness review determination shall be based on approved procedures for management, construction, safety, quality, project controls, engineering, risk management, security, subcontracting, procurement, records management, and document control.

The review shall be based on a graded approach. The review process will determine the level of analysis, documentation, and actions necessary to comply with a requirement that is commensurate with:

- The relative importance to safety, safeguards, and security;
- The magnitude of any hazard involved;
- The lifecycle stage of the facility;
- The programmatic mission of the facility;
- The particular characteristics of the facility;
- The relative importance of radiological and non-radiological hazards; and
- Other relevant factors.

The readiness to operate review activity shall commence six months prior to the Protective Layer soil placement in the OSWDF.

The readiness review shall provide a determination of the overall readiness and core requirements of the OSWDF project personnel, management systems, interfaces with contractors, and compliance with identified requirements.

C.2.10.124 OSWDF Pre-Startup Monitoring and Maintenance (EM.PO.07.01.01.04)

This contractor shall perform OSWDF monitoring activities prior to start-up and turnover to Operations performed in accordance with the OSWDF Monitoring Plan. The contractor shall monitor various environmental media prior to turnover to Operations, including groundwater, air, and surface water. Monitoring requirements shall include rationale and regulatory criteria; monitoring locations; types of monitoring; monitoring frequency and parameters; procedures for laboratory analyses; quality assurance/quality control requirements; and reports and records. Monitoring shall continue during operation.

The contractor shall perform the following activities:

- Monitor groundwater around the OSWDF perimeter, including horizontal monitoring wells and OSWDF monitoring wells, to detect the presence of chemical or radiological contamination.

    - Air monitoring for total uranium, and radionuclides, with stationary air monitors.

    - Surface water monitoring for erosion and sediment controls.

    - Annual camera/video surveillance of Leachate Collection System (LCS) and Leak Detection System (LDS).

    - Analytical work shall be performed at on- or off-site laboratories that have the required certifications, capacity, and demonstrated ability to perform the analytical work.

    - Monitoring, reporting, tracking, trending, and evaluating enforcement and compliance activities associated with environmental media shall be conducted.

The contractor shall establish NPDES surface water monitoring location(s) and perform NPDES sampling on a bi-weekly basis at the outfalls identified in the NPDES permits. The contractor shall maintain and inspect OSWDF Intermediate Cover Systems.

The contractor shall provide OSWDF support and utility operations for the OSWDF site construction support facilities, including preparation of an S&M Plan or revision to existing plans and procedures; performance of S&M activities; and performance of operation and maintenance activities to the construction support infrastructure facilities. These activities include access roads, sedimentation and detention ponds, surface water storm sewers, utilities, perimeter fencing, and temporary construction trailers servicing the OSWDF.

The scope of the WBS element includes the following.

- Maintenance organization management and training;

- Preparation of S&M Plans or revisions to existing plans and procedures for support utilities and facilities, including housekeeping, inspections, repairs, testing, calibration, and preventative, predictive, and corrective maintenance for the following:

- Construction power, including power lines, transformers, and pole mounted lighting;
- Surface water storm sewers, including sedimentation and detention basins, culverts, ditches, drop inlets/catch basins, and other appurtenances;
- Trailers, including trailers and kiosk(s), utilities (interior/exterior), and portable sanitary facilities;
- Communications transmission lines;
- Perimeter fence and gates;
- Site access control facilities;
- Time lapse cameras;
- GPS Station; and
- Operation of the following support utilities.

- Maintenance of support utilities and facilities, including inspection, repairs, testing, calibration and preventive/predictive/corrective maintenance for the following:
  - Construction power, including power lines, transformers, and pole mounted lighting;
  - Surface water storm sewers, including sedimentation and detention basins, culverts, ditches, drop inlets/catch basins, and other appurtenances;
  - Trailers, including trailers and kiosk(s), utilities (interior/exterior), and portable sanitary facilities;
  - Communications transmission lines;
  - Perimeter fence and gates;
  - Site access control facilities; and
  - Communications transmission lines.
- Site services, including the following:
  - Access roads and parking lot maintenance;
  - Mowing and landscape maintenance;

- Snow and ice removal;
- Construction support facility housekeeping; and
- Trash removal.

C.2.10.129 Infrastructure Construction (EM.PO.07.01.03.02)

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform site preparation for OSWDF Infrastructure Phase 1, in accordance with construction drawings, technical specifications, and support plans, that have been submitted to and approved by DOE.
The specific activities to be completed by the contractor in support of site preparation for OSWDF Infrastructure Phase 1 include the following:

- Land survey and construction layout;
- Sound monitoring;
- Subsurface utility location surveys in areas likely to contain underground utilities or structures;
- Dewatering and dust control;
- Earthwork, including grubbing, topsoil stripping, excavation, filling, stockpiling, grading, subgrade preparation, trenching, and backfilling for the following:
    - Raw Water Line Phase 2;
    - Water Filling Stations 2, 3, and 4;
    - Placement of topsoil as required;
    - Seeding and vegetation as required;
    - Maintenance of storm drains, culverts, and drop inlets during construction until turnover to the Utilities Support Organization;
    - Placement and maintenance of aggregate surfacing material in specified areas;
    - Installation of 10,000 linear feet of OSWDF perimeter fence and gates;
    - Installation of Raw Water Line, Water Filling Stations 2 thru 4, and associated raw water line tie-ins; and
    - Maintenance of mulch stockpiles left by stump grinding activities during grubbing.

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform OSWDF Construction Infrastructure Phase 1, in accordance with construction drawings, technical specifications, and support plans, that have been submitted to and approved by DOE.

The specific activities to be completed by the contractor in support of OSWDF Construction Infrastructure Phase 1 include the following:

- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Dewatering and dust control;
- Installation of perimeter fence and gates including tie-ins with perimeter fencing installed in OSWDF Site Preparation Infrastructure Phase 1;
- Extension of the Communication System and connection with the Access Control Facility Trailer;
- Relocation of six existing trailers and procurement and installation of eleven new trailers (including the Access Control Facility Trailer);
- Installation of grinder lift stations and associated piping;
- Installation of East Heavy Equipment Maintenance Building, including the foundation;
- Installation of yard lighting around constructed facilities;
- Installation and maintenance of aggregate surfacing material in specified areas;
- Maintenance of roads throughout the construction area;
- Installation and maintenance of storm drains, culverts, and drop inlets that were not installed during OSWDF Site Preparation Infrastructure Phase 1, as required;
- Placement of topsoil as required; and
- Seeding and vegetation required.

The contractor shall be responsible to plan, schedule, resource, and accomplish the activities necessary to perform construction of OSWDF Infrastructure Phase 2, in accordance with construction drawings, technical specifications, and support plans that have been submitted to and approved by the DOE.

The contractor shall include the following activities:

- Sound monitoring;
- Subsurface surveys as needed to support penetration permitting in accordance with site procedures;
- Dewatering and dust control;
- Installation/construction of the Fog Road overpass;

- Construction of the Impacted Material Transfer Area (IMTA), including aggregate drainage and surface layers, geotextile cushion, geomembrane liner, levelling layer and clay liner;

- Construction of the IMTA Haul Road, from the PORTS Perimeter Road to the IMTA including removal and modification of existing road base (North Access Road), and from the IMTA to the On-Site Waste Disposal Area (OSWDF) (within the cell footprint);

- Construction of the IMTA load-out area;

- Installation of the Radiological Access Control Facility;

- Installation of the West Heavy Equipment Maintenance Building;

- Construction of leachate and impacted surface water collection, conveyance, storage, and discharge systems (including fencing);

- Construction of parking areas;

- Removal, modification, and reinstallation of existing truck scale; and

- Installation of permanent security fencing, including lighting, around the IMTA and IMTA Haul Road, from the PORTS Perimeter Road to OSWDF Cells 1, 4, and 5.

C.2.10.130 Cell 1 Liner & North LTS Construction (EM.PO.07.01.03.03)

The contractor shall plan, schedule, resource, and accomplish the activities necessary to perform site preparation for the OSWDF Cell 1 Liner and North Leachate Transmission System (LTS) from Valve House 1. This includes site preparation for Valve House 1, in accordance with DOE approved construction drawings, technical specifications, and support plans.

The contractor shall include excavation, trench-bottom stabilization/improvement, filling and grading, aggregate material placement, clay material screening, and other construction support activities.

The contractor shall be responsible for the following activities:

- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Dewatering and dust control;
- Placement of dewatering systems (sump pumps, diversion channels, etc.) to discharge water from excavation and work areas during construction, as required;
- Earthwork for the cell liner, including excavation to subgrade, fill, and grading;
- Removal of the 720 sandstone where it has been identified to be within 10 feet of the bottom of the leveling course excavation and within the limits of impacted material (waste) of OSWDF Cell 1;
- Filling, as required, to subgrade elevation;
- Screening of clay material;
- Installation of air monitors;
- Installation and maintenance of roads, construction accesses, and access ramps, and placement of crushed rock (aggregate) surfacing, as needed;
- Construction of drainage ditches and placement of rock fill, as required;
- Earthwork, including excavation, fill, and grading for the North LTS corridor, from Valve House 1 to the North Lift Station;
- Hauling of excess soil for placement; and
- Seeding and vegetation, as required.

The contractor shall plan, schedule, resource, and accomplish the activities necessary to construct the OSWDF Cell 1 Liner. This work shall include the North LTS, from Valve House 1 to the North Lift

Station, including the valve, control, air-relief, and control manholes 2&3. The contractor shall also be responsible for the piping necessary in accordance with DOE approved construction drawings, technical specifications, and support plans.

The contractor shall include excavation, trenching, grading, placement of aggregate material, construction, geosynthetic liner installation, electrical work, and pipe work.

Specific activities for Construction of the OSWDF Cell 1 Liner shall include the following:

- Land survey and construction layout;
- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Procurement of construction materials;
- General grading;
- Dewatering and dust control;
- Subgrade preparation;
- Placement of leveling course;
- Clay liner;
- Geosynthetic Liner Systems;
- Leak Detection, Leachate Collection, and Redundant Leachate Collection Systems;
- Liner penetration boxes;
- Cell access ramp(s);
- Adjustment/installation of temporary fencing, as required;
- Seeding and vegetation, as required; and
- Construction quality control services.

Specific activities for Construction of the North LTS shall include the following:

- Land survey and construction layout;
- Sound monitoring;
- Subsurface survey as needed to support penetration permitting in accordance with site procedures;
- Surface water management including installation and maintenance of erosion and sediment controls;
- Dewatering and dust control;
- Earthwork, including excavation, fill, and grading OSWDF pertinent areas, as well as backfilling for Valve House 1, North LTS, ILTS foundation and all related underground and above ground piping;
- Construction of a portion of the South LTS where it passes beneath the Impacted Material Transfer Area (IMTA) Haul Road within the OSWDF cell(s) boundary from stations 34+00 - 40+23.60;
- Removal of the 720 sandstone where it has been identified within the limits trenching limits for North LTS installation;
- Removal of the 720 sandstone where it has been identified, from the North LTS, east of Valve House 1, and south to Cell 1;
- Where 720 sandstone was removed, fill to final grade;
- Installation of clay trench at the excavated face of the 720 sandstone, within the limits of Valve House excavation and LTS trench;
- Fill around Valve House 1;
- Trenching, installation of the LTS piping, and backfilling (subgrade improvement required for approximately 650 feet between Valve House 4 and Valve House 8);
- Excavation and backfill for construction of control manholes;
- Construction of control manholes;
- Excavation and backfill for construction of the North LTS Lift Station;
- Construction of the North LTS Lift Station;
- Excavation and backfill for construction of valve manhole;
- Construction of valve manhole;
- Excavation and backfill for the air relief manhole and force main cleanout manhole;

- Construction of the air relief manhole and force main cleanout manhole;
- Installation of piping, equipment, electrical system, and instrumentation in Valve House 1;
- Installation of the North LTS Lift Station piping, equipment, electrical system, and instrumentation;
- Installation of grounding systems at Valve House 1, and the North Lift Station;
- Extension of Construction Power and communication lines, with terminations at the North LTS Lift Station, Valve House 1, and the East Heavy Equipment Maintenance Building;
- Electrical power tie-ins with main construction power supply at Valve House 1, and North Lift Station;
- Installation of construction access and ramps, as needed, and placement of crushed rock (aggregate) surfacing;
- Seeding and vegetation, as required; and
- Readiness to operate for CD-4 including; system testing, and startup for Valve House 1, and the North LTS.

C.2.10.131 Impacted Material Haul Road (IMHR) (EM.PO.07.01.03.04)

Reserved.

C.2.10.132 OSWDF Management Cell Liner & Infrastructure (EM.PO.07.01.03.05)

The contractor shall been responsible for Construction Management of the OSWDF Cell 1 Liner and Infrastructure Capital Asset Project (CAP). The construction management shall include all activities necessary to plan, schedule, resource, manage and provide oversight for construction of Capital Asset Project 1 (CAP 1), OSWDF Cell 1 Liner and Infrastructure, and to ensure that field construction is executed in conformance with construction drawings, technical specifications, schedules, cost estimates, procedures, quality requirements, and safety standards.

The contractor shall be responsible for the management of the following field construction activities in accordance with project drawings, specifications, schedules, cost estimates, work plans, Storm Water Management Erosion and Sediment Control Plans, procedures, and quality requirements:

- Administrative support;
- Site access control;
- Records management and document control;
- Detailed planning and initiation of procurement activities for OSWDF infrastructure and cell construction packages, preparation of bid/procurement packages, support for the bid process through the bid period, bid reviews, awards, and contract closeout;
- Stakeholder interface specifically related to construction management (DOE, Environmental Technical Services Contractor, Ohio Environmental Protection Agency, and other jurisdictional agencies);
- Construction Superintendent services for crew and specialty subcontractor management;
- Oversight of subcontractors and vendors;
- Planning and performance of work in compliance with the Integrated Safety Management System's core principles and functions;
- Field contract management;
- Contracting and procurement support, including support during bid processes;
- Technical evaluation of bids;
- Change management;
- Status reports;
- Earned Value Management System reports to program and project management;

- Progress meetings and pre- and post-job briefings;
- Compliance with labor agreements;
- Employee relations;
- Construction closeout, turnover and certification;
- Construction Quality Control (CQC) testing;
- Construction Surveying; and
- Training.

The contractor shall be responsible for all activities, including planning, implementing, monitoring, and reporting the cost and schedule performance; maintaining, reviewing, modifying, and enforcing plans, policies, and procedures; and managing the OSWDF project activities for engineering/design, procurement, construction, project controls, safety, quality, security, radiological control, and other administrative support functions.

Specific activities that shall be completed by the contractor include the following:

- Communicate between the project team, executive management and other project stakeholders;
- Ensure work on the project is performed safely;
- Ensure compliance with regulatory requirements;
- Review and approve project estimates and schedules;
- Track and control work using the project schedule;
- Analyzes and understand project cost and schedule variance and take corrective action to meet cost and schedule commitments;
- Risk Management;
- Control requirements and oversee change impact analyses;
- Allocate, coordinate, and monitor resources;
- Assist in coordination with other site organizations;
- Report status and issues to executive management; and

- Oversee quality assurance efforts and ensure programmatic requirements are met.

C.2.10.134 Legal Support (EM.PO.IN.01.10.01)

The contractor shall be responsible for providing Legal Management and Support services including: fulfilling the obligations of the Office of the General Counsel, providing legal services, advice, preventive litigation measures, in-house litigation avoidance training, and counsel to the PORTS D&D Project. The contractor shall also support DOE on employment and contract issues, and function as the point of interface on legal matters with the DOE PPPO Legal Department, Ohio EPA, and outside counsel hired by the contractor.

The contractor shall also provide general legal advice. This shall include review, draft, and advice on contract and subcontract matters. The contractor legal staff will be responsible for strictly complying with the requirements of the DOE approved Litigation Management Plan in support arbitration of labor disputes, providing legal advice, review, and counsel on employment matters, labor relations, and environmental legal matters. The contractor legal staff will also provide advice and counsel on D&D contractor legal matters and matters affecting member corporations and parents of the members and prepare a monthly litigation/outside counsel status report for “significant” matters, items, or cases (legal milestone), in accordance with 10 CFR 719 (Contractor Legal Management Requirements).

The contractor legal staff shall also support the DOE in litigation and other matters, as directed or required; analyze tax liabilities and develop strategies for attaining state tax exemptions; and provide advice and counsel on employee benefits.

C.2.10.135 Compliance Support (EM.PO.IN.01.10.02)

The contractor shall be responsible for providing management, direction, and resources for compliance and internal audit services for all D&D contractor operations and activities while supporting Integrated Safety Management. Compliance support shall also provide independent, objective insight and recommendations based on analyses and assessments of data and processes. The compliance support provided by the contractor will conduct reviews of the D&D contractors' processes/systems to ensure compliance with internal policies, plans, procedures, laws, regulations, and contracts that could have a significant impact on operations. The contractor shall generate reports after the reviews are completed to determine if the organization is in compliance.

C.2.10.136 Industrial Relations (EM.PO.IN.01.10.03)

The contractor shall be responsible for all activities required to manage an effective, efficient, and proactive Industrial Relations organization. Industrial Relations activities include union relations, collective bargaining for represented employees, grievance administration, and administration/implementation of existing Collective Bargaining Agreements (CBAs). These CBAs specifically include the United Steelworkers Agreement, the International Union of Security, Police, and Fire Professionals of America Agreement, and the Building and Construction Trades Department General Presidents Agreement. Industrial Relations is also responsible for labor standards review of all D&D contractor work packages for Davis-Bacon applicability. The Industrial Relations organization shall ensure compliance with the provisions of the Davis-Bacon Act and is responsible for the administration of reporting preliminary labor standard recommendations to the DOE.

The Industrial Relations organization is also responsible for the following activities:

- Maintain employees' right to organize and bargain collectively;
- Review bargaining parameters with the Contracting Officer and secure approval before proposing or agreeing to changes in Pension Plans or other benefit plans;
- Maintain harmonious relationships with represented employees;
- Notify the Contracting Officer regarding matters of local interest in a timely manner; and
- Negotiate a bargaining agreement with the salaried professional and technical groups represented by the United Steelworkers.

C.2.10.137 Public Affairs (EM.PO.IN.01.10.04)

The contractor shall be responsible for all activities required to manage an effective, efficient, and proactive Public Affairs organization. This includes providing information to the public in an effort maintain positive relations with the community and manage the public involvement process required by CERCLA. The Public Affairs organization shall provide information to the employees to promote clarity and understanding that drive a safe, effective organization. The Public Affairs organization shall also be responsible to provide timely information to minimize the stress of ongoing uncertainties, communicate progress and any changes during the D&D Project.

The contractor shall provide the following External Affairs support:

- RP&SA will cooperatively meet the following objectives of the External Affairs Program description;
- Provide targeted external communication to the communities and stakeholders impacted by the PORTS D&D Project;
- Inform key stakeholders, the PORTS DOE Office of Environmental Management Site-Specific Advisory Board (SSAB), and other interested parties, of proposed project plans and activities in support of the D&D mission;
- Support the public involvement process required by CERCLA and by legal agreements between DOE and regulators by providing resources for public outreach and the comment period, and SSAB meetings;
- Maintain communication with news media at the local, regional, national, and international levels, in accordance with local and DOE-Headquarters policy; and
- Assist with the community to help stabilize and promote growth within the local economy, including assisting with the development of plans where D&D and future-use needs converge at the PORTS Site;

The Public Affairs organization shall also be responsible for communicating effectively with the employees. The Public Affairs organization shall perform communication with employees that:

- Recognizes the site workforce as an important stakeholder;
- Provides and empowers employees with accurate and complete information about the D&D Project and other site activities in an effort to promote a positive atmosphere and maintain a safe working environment. This information will come from the contractor, rather than from external sources;
- Supports the contractor’s overall objectives through ongoing engagement and empowerment with the internal stakeholder population;
- Informs and engages employees about site conditions to ensure the safe performance of work;

- Informs and engages employees about issues related to all aspects of employment policies and procedures; and

- Informs and engages employees to build confidence and consensus in the contractor's approach to executing safe work, and promote a D&D culture.

C.2.10.138 Regulatory Decision Documents (EM.PO.IN.01.10.05)

The contractor shall ensure that all projects are planned and implemented in compliance with the National Environmental Policy Act of 1969 (NEPA), the National Historic Preservation Act (NHPA), and the Endangered Species Act (ESA). Additionally, the contractor shall include overall management of the function, development, and communication of RCRA, CERCLA regulatory policy, DFF&O, and Ohio Consent Decree. Specific activities include the following:

- The development of appropriate documentation that is necessary to help preserve the history of the PORTS Site. Based on architectural investigations, recommendations of architectural historians, and the levels of contamination and other hazards within PORTS facilities, DOE proposes a combination of documentation and interpretation to preserve PORTS history;

- Addressing NHPA requirements, planning and management of additional investigations of historic or prehistoric archaeological sites, this investigation shall include Phase I and Phase II archaeological surveys, and Phase III data recovery on DOE property;

- Addressing the planning and management associated with the development of mitigation measures to address impacts to wetlands, streams, and federal- and state-listed species at PORTS;

- Management of the interface among PORTS D&D Project, the DOE, regulatory agencies, regulatory-based stakeholders, and the public;

- Oversight and program management of regulatory documents and regulatory document submittal;

- Regulatory planning and strategy;

- Regulatory-based stakeholder relations;

- Interface for public involvement in the PORTS remediation activities;

- Integration of the requirements of the DFF&O and the Ohio Consent Decree with other regulatory requirements; and

- Development and implementation of an integrated strategy for the D&D actions and associated remediation of environmental media at PORTS.

C.2.10.139 Sitewide Integration (EM.PO.IN.01.20.01)

The contractor shall be responsible for the activities required to manage the PORTS shared-site process. These activities shall include:

- Maintenance of the "site areas of responsibility" map;
- Coordinate day-to-day activities with all site entities (the ISS Contractor, Depleted Uranium Hexafluoride [DUF_6] Conversion Project Contractor, and Environmental Technical Support Contractor), including all work authorization established with the ACP and the DUF_6 Conversion Project Contractor;
- Develop and maintain the PORTS Site Master Plan, the PPPO Ten-Year Site Plan, and Integration control agreements, as needed;
- Maintain Integration management for the PORTS D&D Project;
- Coordinate and integrate with site contractors;
- Coordinate and integrate with all site contractors while performing the work in accordance with the D&D Contract;
- Identify and develop interfaces for infrastructure and service support not identified, or not fully identified, in the D&D Contract;
- Manage and update the PORTS Government-Furnished Services and Items Matrix, as appropriate;
- Explore and develop options for cost efficiencies, including cost allocation methodology for all site services (including utilities);
- Manage Sitewide Integration meetings, representing site contractors for the purpose of maintaining formal interface agreements (includes providing sign-off for entities for all new/updated interfaces);
- Assist the DOE with facility transfers and all lease/de-lease actions;
- Actively interface with the other on-site contractors and coordinate activities that support the D&D Project on a day-to-day basis, based on the Site Services and Requirements Matrix and controlling agreements;
- Focus on interfaces and facility transfer with ACP; and
- Actively manage Site-wide Interfaces.

C.2.10.140 Project Controls (EM.PO.IN.01.20.02)

The Contractor shall provide management, oversight and implementation of FBP Project Controls, Cost Proposal Management, and Site-Wide Integration.

This Contractor shall perform the following:

- Implement and maintain the Project Management Controls System for Earned Value Management System (EVMS);
- Maintain the Project Management Controls System policies, procedures, system description, and guidelines;
- Oversee submitted contract deliverables outlined in contract Section C, Table C-2, Summary of Contract Deliverables;
- Integrate PORTS D&D Project prioritized requirements against available funding;
- Provide analysis of funds and expenditures consistent with the limitation of funds;
- Provide analysis of the latest funding levels compared to projections for the PORTS D&D Project, by FY and for the lifecycle of the contract, including an estimate to complete/estimate at completion for the "not to exceed funding" analysis;
- Integrate funding with the projectization delivery model to segment work scope into discrete activities;
- Coordinate with the DOE and other Site Contractors, as applicable, to issue or receive inter-entity work orders, and manage inter-entity work order expenditures within funding limits;
- Submit budget call inputs per DOE Order 130.1, *Budget Formulation*;
- Develop, maintain, and implement a Contractor Risk Management Plan. This plan shall focus on methodologies used in managing risks and uncertainties related to the scope of work in the contract. This plan shall detail the process for identifying, assessing, mitigating, and disposing of risk events, both threats and opportunities. Submit to DOE for approval;
- Develop, maintain, and routinely update a Contractor Risk Register. This risk register and the accompanying Risk Forms shall focus on the risks and uncertainties related to the execution of all of the contract scope within the contract period of performance;
- Establish a risk-based Management Reserve and provide recommendations to the Site Director on any potential release of these reserve budgets to the control accounts according to the principles found in *DOE Guide 413.3-7a, Change 1, Risk Management Guide* and ANSI Standards;

- Support the implementation and maintenance of the DOE Risk Management Plan. This plan shall focus on the methodologies used in managing the risks and uncertainties related to reaching the site end state;

- Support the implementation and maintenance of a DOE Risk Register. This risk register and the accompanying Risk Forms shall focus on the risks and documented assumptions related to the execution of the D&D project;

- Develop, implement and maintain a Risk Management Plan and Risk Register specific to scope identified for each Capital Asset Project identified, initiated, and executed. Develop, implement and maintain a change control process that will support baseline change control;

- Develop, implement and maintain the Contractor Baseline Change Control Procedure;

- Implement change control consistent with the DOE change control process and approved thresholds due to any change in scope, schedule, and budget from one PWS to another;

- Manage and administer weekly Internal Change Control Board meetings;

- Integrate risk management into the change control process and make recommendations to the Site Director regarding the release of MR;

- Develop, implement and maintain the Performance Measurement Baseline. Submit to DOE for approval;

- Submit Contractor Monthly Performance Report to DOE representing the prior month's performance, and participate in regular reviews with DOE; and

- Maintain and administer the Deltek Cobra (Cost) and Primavera (schedule) tools.

The Contractor shall complete Earned Value Management System (EVMS) development, implementation and surveillance; performance document development, implementation and maintenance; and implementation of the Project Management Controls System for EVMS to gain and maintain EVMS Certification. This shall perform the following:

- Implement and maintain policies, processes, and procedures in the performance document system to ensure proper implementation of the Project Management Controls System;

- Direct, manage, and control the EVMS certification, compliance, and surveillance review processes in accordance with DOE O 413.3B, Office of Project Management Oversight and Assessments (PMOA) Earned Value Management System Interpretation Handbook and applicable guides;

    - Develop data for EVMS review data calls;

- Maintain an EVMS Corrective Action Log for all non-compliance issues and corrective actions; and
- Perform Root Cause Analysis and develop Corrective Action Plans, as required, for implementation.

- Interface with DOE in the planning and conduct of EVMS formal and informal reviews.

C.2.10.141 Project Planning (EM.PO.IN.01.20.03)

The contractor shall provide management, oversight and implementation of FBP Project Planning activities for the PORTS D&D Lifecycle Baseline.

This contractor shall perform the following:

- Develop, deliver, and maintain all aspects of the FBP portion of the D&D Project;
- Provide an integrated, logic-based schedule to include all significant external interfaces, project milestones, regulatory documents and processes, other regulatory and Defense Nuclear Facilities Safety Board commitments, Government-Furnished services, and item dependencies for the D&D contractor portion of the D&D Project;
- Provide input and support to the Department of Energy (DOE) to maintain the PORTS D&D Project Federal Lifecycle Baseline;
- Provide the baseline information to the Environmental Technical Services (ETS) Contractor in support of the PORTS D&D Project Lifecycle Baseline development;
- Support DOE External Independent Reviews and Energy Systems Acquisition Advisory Board reviews;
- Prepare, oversee and support the delivery of Contract Change Proposals;
- Support the contract modification/proposal definitization and negotiation process;
- Maintain current databases and components, which include resources, rates, and markups;
- Maintain the coding structure used in the WBS Index, Cobra, Primavera P6, and Costpoint systems;
- Develop and maintain the formal estimating processes and procedures to ensure project estimates are prepared in a consistent and timely fashion;
- Develop and maintain the Master Resource Library that supports estimate development and ensures fair and reasonable unit pricing data; and
- Develop and issue requested estimates to provide the DOE with anticipated cost impacts to support the PORTS D&D Project, in accordance with 48 Code of Federal Regulations (CFR) 952.242-70, Technical Direction (DEC 2000), Clause I.A.130; in accordance with 48 CFR 52.243-7, Notification of Changes (APR 1984), Clause I.A.98; and as defined in the D&D Contract.

C.2.10.142 Emergency Services (EM.PO.IN.01.30.01)

The contractor shall be responsible for providing the labor, equipment, and supplies to implement the PORTS Emergency Management Program using the GFSI Emergency Operations Center (EOC) and equipment. PORTS site contractors are responsible for supporting implementation of the Emergency Management Program, response, and recovery.

The emergency services activities that shall be completed by the contractor include:

- Establish the applicable emergency management sections in plans and other safety basis documents, including the RCRA, as amended, Part B Plan, D&D nuclear Safety Basis documents, spill plans, etc., to ensure that contract requirements are properly addressed;

- Maintaining key D&D Project Environmental, Safety, Health, and Quality Programs, including the Integrated Safety Management System, the Worker Safety and Health Program, the Radiation Protection Program, and the Quality Assurance Program Plan, with respect to emergency management;

- Coordinate mitigation and response activities with other PORTS contractors based upon information in the Hazard Survey and in Emergency Planning Hazard Assessment documents;

- Provide support and coordination of all Emergency Management-related efforts with DOE, D&D contractor management, and other site contractors having Emergency Management/response responsibilities;

- Provide Emergency Management personnel, qualified and trained to the appropriate level, consistent with DOE Order 151.1C, *Comprehensive Emergency Management System*; and

- Coordinate with other D&D Contractor organizations to ensure that Emergency Management requirements are within work packages, plans, and safety basis documentation.

C.2.10.143 Fire Protection Services (EM.PO.IN.01.30.02)

The contractor shall perform all activities required to provide Emergency Management and Fire Protection Services for the PORTS Site, using the GFSI Fire Department Facility and Emergency Equipment. This shall include providing a Fire Protection and Fire Prevention Program that complies with 10 Code of Federal Regulations (CFR) 851 and applicable sections of the National Fire Protection Association codes, through approved procedures, training programs, and related program documents.

The contractor Fire Protection Services organization shall be responsible for the following activities:

- Provide PORTS Fire Protection Engineering and Authority Having Jurisdiction (AHJ) functions (subcontracted or D&D contractor staff);

- Act as the designated emergency response point of contact for the entire PORTS Site, including all site tenants, to ensure consistency regarding emergency response;

- Provide emergency response to fire and/or medical emergencies with trained, qualified, and state-certified responders for all site services and/or tenants;

- Provide emergency response to radiological emergencies and/or hazardous material (HazMat) emergencies, as needed, with qualified personnel and required personal protective equipment and support equipment;

- Provide 24-hour-a-day Fire Protection Service coverage for monitoring emergency alarms, such as water flow, smoke detection, and manual alarms (pull stations), and "911" calls. This 24-hour-a-day service also includes dispatching of Emergency Response forces and/or inspection personnel, depending on the type of emergency or supervisory alarm received;

- Conduct drills and exercises to test proficiency in such technical areas as firefighting, Emergency Medical Technician skills, search and rescue, confined space entry, and/or HazMat response, as part of the Emergency Management Program;

- Provide specific training for Fire Protection Services and fire extinguishers for other staff;

- Develop Baseline Needs Assessment, based on the existing Baseline Needs Assessment, with the inclusion of 10 CFR 851 requirements; and

- Institute a Fire Protection Services Fitness Qualification Program to ensure that DOE medical standards and fitness for duty requirements are met.

Fire Protection Services maintenance work to be performed by the contractor shall include:

- Perform inspection and maintenance of fire equipment, such as pumpers, ambulances, rescue trucks, and HazMat vehicles, as part of the site emergency response capability;

- Perform inspection, testing, and maintenance of facility fire protection equipment, including recharging, testing, and replacement of fire extinguishers, as required;

- Provide maintenance support for the Fire Alarm Systems on the PORTS Site, excluding the DUF6 Facility; and

- Perform fire protection and fire safety-related building inspections to evaluate occupancy, housekeeping, fire-loss potentials, and facility fire protection for active and/or inactive systems for all D&D contractor facilities.

C.2.10.144 Safety and Health (EM.PO.IN.01.30.03)

The contractor shall:

- Maintain procedures for Integrated Safety Management System (ISMS) implementation and tracking;
- Maintain processes to incorporate ISMS principles and philosophy into work practices and into work planning package development and execution;
- Manage the ISMS process to ensure compliance with DOE Guide 450.4-1C, *Integrated Safety Management System Guide*, and 48 Code of Federal Regulations (CFR) 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*; and
- Develop, implement, and manage environmental, safety, health, and quality (ESH&Q) programs and initiatives in accordance with DOE initiatives.

In support of Occupational Safety and Health (OS&H), the contractor shall:

- Maintain and manage a compliant OS&H Program in support of the PORTS D&D Project;
- Provide OS&H support to the Environmental Technical Services (ETS) Contractor, and DOE;
- Perform work in accordance with 10 Code of Federal Regulations (CFR) 851, *Worker Safety and Health Program* which includes providing the appropriate hazard analyses, work permits (as applicable), IH monitoring, and trained safety specialists needed to perform work safely;
- Manage and perform work in accordance with a defined and documented ISMS;
- Provide industrial and construction safety support, as well as safety support and equipment;
- Provide IH support, including purchasing and calibrating monitoring equipment, and performing air sampling and laboratory analysis;
- Provide Occupational Medicine support;
- Supply respirators, PPE, and specialty equipment and services (e.g., fall protection harnesses, combustible gas monitoring, oxygen monitoring, noise-level monitoring, etc.) to ETS, and DOE; and
- Provide OS&H support for the DUF_6 Conversion Project and the ACP, on a full cost recovery basis.

C.2.10.145 Radiation Protection and Radiological Site Services (EM.PO.IN.01.30.04)

The contractor shall develop and maintain its own Radiation Protection Program (RPP) for DOE approval or adopt an existing DOE approved RPP. The program shall be compliant with 10 CFR 835, *Occupational Radiation Protection*.

The contractor shall develop and maintain its own radiological site services (RSS) programs for DOE approval or adopt an existing DOE approved RSS program. In the RSS programs, the contractor shall include all DOE technical support, dosimetry, data, and records necessary to demonstrate compliance with the required radiological monitoring and to verify the adequacy of site radiological control programs in protecting the health and safety of workers, the public, and the environment.

The contractor shall perform Radiation Protection and Radiological Site Services including:

- Manage the RPP elements in support of the PORTS D&D Project;
- Provide Radiation Protection Site Services (in accordance with the D&D Contract) to the Environmental Technical Services (ETS) Contractor, and the DOE PPPO staff at the PORTS site;
- Provide internal and external Dosimetry Programs;
- Provide a Radiological Instrumentation Program;
- Provide radiation protection administrative support to meet radiological property management requirements;
- Coordinate with DOE and the other PORTS contractors to annually generate a 12-month advance projection of government-furnished services and items, to be provided to other site contractors and DOE, and to update the projection quarter; and
- Provide radiological protection support for the ACP and the DUF_6 Conversion Project, on a full cost recovery basis.

A DOE-approved RPP shall be maintained in accordance with the requirements of 10 CFR 835.101, *Radiation Protection Program*, and applicable DOE Orders.

RPP development and maintenance shall consist of the following activities:

- Write, revise, and maintain RPP implementation procedures;
- Implement an As Low As Reasonably Achievable (ALARA) Program;
- Implement and maintain a Workplace Air Sampling and Reporting Program;
- Develop Radiological Facility Characterization Survey Plans and a routine Radiological Monitoring Program;

- Implement and maintain an Entry Control Program in accordance with 10 CFR 835.501, *Radiologic Areas*, and 10 CFR 502, *High and Very High Radiation Areas*, and a Radioactive Material Control Program, including labeling, tagging, boundary, and posting, in accordance with 10 CFR 835, Subpart G, *Posting and Labeling*;

- Provide RPP support for implementation and maintenance of the United States Department of Transportation Radiological Shipment Program;

- Implement and maintain RPP support of the DOE Property Management Program for control and release of DOE property from the site;

- Implement and maintain internal and external Dosimetry Programs and submit annual Dosimetry Reports to DOE and monitored workers;

- Implement and maintain a Radiological Work Permits Program;

- Implement and maintain a Radiation Protection Assessment Program;

- Develop and maintain technical basis documents to support Instrument, Dosimetry and supporting procedures;

- Maintain the Accountable Sealed Radioactive Source Control Program, which provides accountability and control of sealed radioactive sources to maintain worker exposures ALARA, and which includes specific requirements for evaluating, handling, labeling, monitoring, storing, and transporting accountable sealed radioactive sources; and

- Provide RPP support to the Environmental Management Organization for implementation of DOE Order 458.1, *Radiation Protection of the Public and the Environment*.

Radiation Protection and Radiological Support activities shall include, but are not limited to the following:

- Maintain the Radiological Emergency Preparedness Program, which includes radiological response to emergency drills and participation in the PORTS Site Emergency Operations Center, Joint Public Information Center, and Incident Command;

- Maintain a Records Support Program, which includes services to DOE and the contractor Records Management and Document Control Programs, by providing radiological monitoring support for records;

- Maintain the Accountable Sealed Radioactive Source Control Program, which provides accountability and control of sealed radioactive sources to maintain worker exposures ALARA;

- Provide internal and external dosimetry services for DOE, the Infrastructure Support Services (ISS) Contractor, and the ETS Contractor;

- Provide and maintain records management for DOE legacy dosimetry records;

- Provide technical support for radiological monitoring equipment for the ISS Contractor, ETS Contractor, and DOE, as requested, including calibration procedures, evaluations, and related services;

- Procure and maintain calibration of radiological monitoring equipment and procure monitoring supplies; and

- Provide for management of DOE legacy radioactive material, including inventories, annual survey requirements, and records of compliance.

C.2.10.146 Performance Assurance (EM.PO.IN.01.30.05)

The contractor shall manage an effective, efficient, and proactive Performance Assurance organization by implementing and maintaining the Performance Assurance Program.

The Performance Assurance Program shall be comprised of the following:

- Site Assessment Program, including schedule development and maintenance;
- Occurrence Reporting and Processing System (ORPS);
- Price-Anderson Amendments Act (PAAA)/Noncompliance Tracking System (NTS) reporting processes;
- Operating Experience Program/Lessons Learned reporting;
- Issues Management Systems and processes;
- Event investigation process;
- Trend identification and reporting; and
- Contact/liaison with the DOE Office of Enforcement.

The contractor shall:

- Procure and implement a new Issues Management software platform inclusive of software rollout and employee training;
- Maintain the ORPS screening, training, reporting, and closure processes;
- Maintain the PAAA/NTS screening, training, reporting and closure processes;
- Maintain the Operating Experience Program/Lessons Learned processes for information collection, screening, reporting, log-keeping, and distribution;
- Maintain event investigation programmatic processes and provide training, as required;
- Maintain Corrective Action Review Board procedure and processes;
- Provide Independent Assessment Program oversight to ensure that mission-critical programs, projects, and processes are periodically assessed for effectiveness;

- Provide assessment resources to verify compliant implementation of the Contractor Assurance System, including maintenance of the assessment process, issues management, PAAA/NTS reporting, ORPS reporting, and Operating Experience Program/Lessons Learned implementation;

- Perform data analysis for trend identification, in accordance with DOE Order 226.1B, *Implementation of Department of Energy Oversight Policy*, and develop and issue monthly, quarterly, and annual reports;

- Perform and document an annual Integrated Safety Management System and Quality Assurance Effectiveness Declaration;

- Maintain the regulatory response commitment tracking processes;

- Provide assistance to field projects and project support functions to ensure proper execution of the Contractor Assurance System;

- Provide Functional Area Manager reviews in support of document and process development and change evolutions; and

- Cost account management for the Quality Assurance and Performance Assurance activities.

C.2.10.147 Quality Assurance (EM.PO.IN.01.30.06)

The contractor shall manage a DOE-approved Quality Assurance Program (QAP) in accordance with the EM Quality Assurance Program, EM-QA-001, and DOE Order 414.1D, *Quality Assurance*.

The contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the contractor.

The contractor shall:

- Update, control, and maintain a QA Program Description (QAPD) that is compliant with DOE-mandated contractual, regulatory, and statutory requirements;

- Implement programmatic aspects of the QA Program including program document management, implementing procedures development and maintenance, procurement QA, the Suspect/Counterfeit Items Program, the Software QA Program, and associated assessments, surveillances, and inspections;

- Establish quality process requirements implemented under the FBP QAPD for vendor-provided parts, systems, software, rental equipment, etc.;

- Provide administrative coordination and management of QA support to ER; Waste Management; Site Maintenance; Infrastructure; D&D Projects; Facility Stabilization and Deactivation; Environmental, Safety, Health, and Quality; and other functional support organizations;

- Provide QC inspection services; and

- Establish and maintain competencies in QA/QC.

The Quality Assurance System shall be comprised of the following:

- Cost account management for the Quality Assurance and Performance Assurance activities.

The contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the contractor.

C.2.10.148 Environmental Protection (EM.PO.IN.01.30.07)

The contractor shall manage an effective, efficient, and proactive Environmental Protection Program that is compliant with applicable laws, regulations, and DOE directives. The contractor shall ensure compliance with environmental regulatory agreements and permits, and shall renew existing permits and/or obtain new permits, as necessary, in accordance with D&D Contract Clause H.14, *Allocation of Responsibility and Liability for Contractor and DOE Environmental Compliance Activities*, and Clause H.15, *Environmental Responsibility*. All regulatory planning and permits shall be compliant with:

- State of Ohio Consent Decree, issued in August 1989 (Civil Action Case #C2-89-732);
- U.S. EPA Region V Administrative Order by Consent issued in 1997, under the authority of Section 3008(h) of RCRA;
- 40 CFR 300: National Oil and Hazardous Substances Pollution Contingency Plan;
- 40 Code of Federal Regulations 302: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended;
- 42 United States Code Section 6928(h) and 106 (a) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended;
- Toxic Substances Control Act of 1976 Federal Facilities Compliance Agreement, 1992, as amended;
- Ohio Hazardous Facility Installation and Operation Permit, Permit 04-66-0680 dated March 25, 2011;
- DFF&O for the Integrated Units (Integrated Groundwater Monitoring Plan and S&M Plan), as amended;
- DFF&O for the Site Treatment Plan, 1995;
- DFF&O for DUF_6, as amended October 1, 2013;
- The April 13, 2010 DFF&O for Removal Action and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action, including the July 16, 2012;
- Modification Title V Air Permit: Facility Identification No. 0666005004; as of May 19, 2014;
- NPDES Permit; 0IO00000*LD, September 1, 2015;
- Applicable provisions of the Clean Air Act including National Emission Standards for Hazardous Air Pollutants Subpart H;
- Applicable provisions of the Clean Water Act;

- Hazardous Chemical Storage Reporting and Toxic Chemical Inventory Reporting under Section 312 and 313 of the Emergency Planning and Community Right to Know Act; and

- Other applicable statutory or regulatory documents, including, but not limited to, environmental laws, regulations, agreements, orders, permits, or consent decrees.

The contractor shall implement a site-wide sustainability program compliant with DOE Order 436.1, *Departmental Sustainability*, which includes review of regulatory requirements to ensure continued compliance, in accordance with the D&D Contract.

The contractor shall include regulatory requirements for the project, including all DOE Orders, regulations, and laws. The contractor shall notify DOE of any cost or schedule impact prior to implementation.

The contractor shall provide biannual management of clean hard fill.

C.2.10.149 Nuclear Material Control and Accountability (EM.PO.IN.01.30.08)

The contractor shall ensure strict control of the DOE-owned accountable nuclear material at PORTS, in accordance with applicable DOE requirements, including monitoring and tracking of nuclear material being stored, processed, and transferred within and off the PORTS Site.

Additional activities required shall include, but are not limited to the following:

- Maintain the Nuclear Material Control and Accountability (NMC&A) Plan for use by PORTS Site contractors performing NMC&A activities;

- Manage a centralized NMC&A Program;

- Provide technical expertise and accounting services to support the selection, transfer, sampling, and shipment of UF_6 needed to support DOE financial projects and to assist in decision-making regarding management of the DOE on-site nuclear material;

- Provide necessary reporting to support the DOE-HQ Nuclear Materials Management and Safeguard System (NMMSS);

- Comply with NMC&A requirements during nuclear material waste management activities (e.g., warehousing, surveillance, characterization, packaging, consolidation, and shipping);

- Manage the NMC&A software program to ensure compliance with DOE Order 474.2, *Nuclear Material Control and Accountability*;

- Ensure the accuracy and reliability of the measurements and measurement systems used to establish and report physical characteristics (weight, purity, etc.) of nuclear material and provide control and accountability support for final disposition of the remaining nuclear material inventory, including product and waste; and

- Operate nuclear material storage areas and facilities in accordance with approved NMC&A procedures.

Reporting requirements shall include DOE/NRC Form 741, *Nuclear Materials Transaction Report*, for each shipment or receipt; monthly and annual reconciliation with NMMSS; quarterly in-process inventories for X-710, X-705, and X-344; annual spot inventory and audits; and annual Nuclear Material Inventory Assessment Report to the Office of Nuclear Materials Integration.

C.2.10.150 Environmental Services (EM.PO.IN.01.40.01)

The contractor shall perform environmental monitoring, sampling, and reporting, as identified in the PORTS Environmental Monitoring Plan (EMP), DOE/PPPO/03-0009&D4, and Integrated Groundwater Monitoring Plan (IGWMP), DOE/PPPO/03-0032&D7.

Environmental monitoring and sampling shall include NPDES outfalls, settleable solids (effluent monitoring), ambient air, external radiation (environmental), groundwater (including exit pathway and water supply [drinking-water wells]), groundwater synoptic water levels, surface water required by the IGWMP, local surface water, sediment, soil, vegetation, and biota (crops, fish, deer, and dairy products [environmental surveillance]). Reporting shall include the review, update, development, and delivery of routine environmental regulatory documents as required. Regulatory document development shall be supported by data compilation, data analysis, data evaluation, and trending activities. The following documents shall be included, but are not limited to:

- Environmental Monitoring Plan (with revisions as needed);
- Annual Site Environmental Report;
- Annual Compliance Agreement Report (Enriched Uranium, TSCA 1976, and FFCA);
- Annual environmental site map;
- Annual PCB document log;
- Annual Groundwater Protection Plan;
- Annual Groundwater Report;
- DFF&O D&D Annual Report;
- Annual update to the IGWMP;
- Semi-annual Sample Result Letters to residents;
- Update as necessary to Human Health Risk Methods Document and Ecological Risk Methods Document;
- Quarterly Surveillance and Maintenance (S&M) Inspection Reports;
- Quarterly Progress Reports (including Enriched Uranium, Toxic Substances Control Act of 1976, and Federal Facilities Compliance Agreement);
- Quarterly ER Progress Reports;
- Quarterly DFF&O D&D Reports;

- Monthly ER Progress Reports;
- Integrated S&M Plan (including Five-Year Remedy Reviews);
- Five-Year Reviews of the following closed SWMUs:
    - Quadrant I – X-749/X-120 Area Groundwater Plume; Five-unit area (Quadrant I Groundwater Investigative Area), which shall include X-231A SE Oil Biodegradation Plot Cap and X-231B SW Oil Biodegradation Plot Cap; X-749B Peter Kiewit Landfill; and
    - Quadrant IV – X-734 Landfills (X-734A and X-734B); X-611A Prairie A.

Monitoring system S&M shall include, but is not limited to:

- Perform S&M of 16 Ambient Air Monitoring Stations and (15) fixed thermoluminescent dosimeter (TLD) Environmental Radiation Stations to ensure proper operation;
- Repair or replace existing stations that are damaged or have mechanical breakdowns;
- Manage renewal of licenses for access to off-site Air Monitoring Stations;
- Perform routine S&M on approximately 900 groundwater monitoring wells and piezometers including abandonment of wells and installation of replacement wells, as needed; and
- Manage renewal of licenses for access to off-site monitoring wells and residential wells.

Sitewide sample and data management shall include, but is not limited to:

- Implement tasks associated with off-site laboratory contracts;
- Sample tracking with the Project Environmental Measurements System (PEMS)/Tracker interface;
- Verification and validation of analytical results;
- Quality assurance audits of analytical labs; and
- Data management activities utilizing PEMS and the PORTS Oak Ridge Environmental Information System (OREIS).

Sitewide GIS development and application shall include, but is not limited to:

- The GIS shall perform data management; spatial, trend, and pattern analysis; risk management; activity monitoring; map production for documents; and decision making on spatial datasets;

- The GIS shall be used to support Public Awareness Programs, and to assist with data validation/correction for site-wide user datasets;

- Refine and maintain an internal GIS desktop web application (known as the "PORTS GIS Viewer") that shall provide informational data;

- Maintain and update an external version of the PORTS GIS Viewer (the Portsmouth Environmental Geographical Analytical Spatial Information Systems [PEGASIS]), which shall be made available to public and agency users. Both applications (internal PORTS GIS Viewer and external PEGASIS) shall be populated with data from the PORTS version of the Oak Ridge Environmental Information System (OREIS). Data in OREIS shall be updated on a quarterly basis by the sample and data management function. Data viewed through the external PEGASIS port shall be restricted to information released in public documents;

- A LiDAR survey shall be completed annually;

- Purchase, validate, and make available/distribute a quarterly project site aerial LiDAR and images; and

- GIS shall provide guidance, requested data, quality assurance/quality control (QA/QC) of deliverables being provided by subcontractors and other entities (universities, etc.), as required, as well as QA/QC of survey coordinate data.

The contractor shall operate and maintain the X-120H Weather Station.

C.2.10.151 Site Executive Management and Financial Controls (EM.PO.IN.01.50.01)

The contractor shall be responsible for providing executive management and financial controls for the PORTS D&D Project. This shall include the preparation and submittal of the Annual Assessment Performance reports.

Executive management by the contractor shall consist of the key roles and responsibilities including the following:

- Serves as the single point of accountability for the D&D contractor in the execution of the PORTS D&D Project for leadership and contract performance, and is the primary point of contact with the DOE-PPPO;
- Leads partnering relationships with PORTS site contractors;
- Acts as liaison with other corporate business units;
- Interacts with local community leaders, demonstrating community commitment;
- Performs leadership activities for contract negotiation and modifications for the D&D contractor team; and
- Serve as the single point of accountability for their respective organizations, which include Planning and Site-Wide Integration; Regulatory Planning and Implementation; Environment, Safety, Health and Quality; Business Management; and Chief Nuclear Officer.

The contractor shall be responsible for the required insurance and other business expenses necessary to perform the D&D project work. These elements shall include:

- Contractual, strategic and operational objectives of the PORTS D&D Project;
- Worker's compensation and employer’s liability insurance;
- General liability insurance;
- Automobile liability insurance, including both general vehicles and emergency vehicles;
- Excess liability insurance (in addition to the standard general liability, automobile liability, and employer’s liability limit);
- Employee Retirement Income Security Act bond and fiduciary, which the contractor is obliged by law to have due to self-management of its pension fund;
- Employee practices liability insurance, which provides protection for an employer against claims made by employees, former employees, or potential employees. It covers discrimination (age, sex, race, disability, etc.), wrongful termination of employment, sexual harassment, other

employment-related allegations, as well as breach of the Americans with Disabilities Act and similar legislation;

- Fiduciary liability insurance;
- Pollution control liability insurance;
- Directors and officers liability insurance;
- Medical malpractice insurance in support of the Site Medical function;
- Professional liability insurance (Fire Protective Services, Emergency Medical Services, PF), which is required for the D&D contractor as the provider of these site-wide services;
- Commercial Activity Tax, which is an annual tax imposed for the privilege of doing business in Ohio, measured by taxable gross receipts from most business activities; and
- Travel insurance, which applies only to D&D contractor employees, not to employees of parent companies or subcontractors.

As part of the contractor's effort to provide financial controls for the PORTS D&D Project, the contractor shall maintain a DOE approved accounting system. This also includes providing management and direction for Finance to the Program Management organization.

The Manager of Business Management shall integrate functions that include Finance with overall PORTS D&D Project execution, inclusive of Integrated Safety Management and Earned Value Management.

The contractor shall also provide the following:

- Execute accounting and financial management and direction for the PORTS D&D Project;
- Provide financial advice and strategy to the Program Manager, Site Project Director, and Senior Project Managers; and
- Execute support services, including general accounting; financial compliance and corporate accounting; processing of payroll and all associated taxes and benefits for FBP employees, development and administration of rates (including fringe, overhead and general and administrative costs) and funds control processes; and accounts payable (A/P)/accounts receivable (A/R) procedures and accountability.

C.2.10.152 Human Resources (EM.PO.IN.01.50.02)

The contractor shall provide Human Resource (HR) services and support in the areas of staffing; compensation; benefits; training and development; employee relations; employee records; HR policy and compliance; and organizational management for the D&D Contract execution.

Human Resources services to be performed by the contractor shall include the following:

- Facilitate staffing and requisition of D&D contractor candidates/resources, in partnership with internal organizations/departments;
- Provide D&D contractor employee/resource exit processing;
- Administer the Workforce Restructuring Program, including training of Managers on processes such as formation of functional job review teams, employee ranking/rating, and separation communication and logistics;
- Operate D&D contractor HR systems to include functions associated with the onboarding process, applicant tracking and candidate background processing;
- Assess, develop, and maintain job classifications;
- Provide position descriptions (including roles and responsibilities, accountability, and authority documentation), and compensation;
- Analyze compensation surveys to determine competitive positioning, including development, submittal, and execution of the D&D contractor yearly Compensation Increase Plan;
- Manage the Merit Program and conduct reviews of equity and promotion recommendations;
- Provide Workers' Compensation support;
- Provide reporting and coordination with the third-party Administrator and state agencies;
- Manage (i.e., monitor and process) Short-Term and Long-Term Disability Plans and Family Medical Leave Act employee leaves;
- Coordinate with the site Medical and Management organizations regarding employee work restrictions, as necessary;
- Administer the Paid Time Off Donation Program, Tuition Reimbursement Program, and Employee Wellness Program;
- Develop, manage, and administer D&D contractor salaried employee Performance Assessment Program;

- Participate in the D&D contractor Training Advisory Committee;
- Provide employee relations support to D&D contractor organizations/departments;
- Coordinate with the Legal Department and Management, via the D&D contractor Discipline Review Board, to implement employee discipline policies and procedures;
- Maintain D&D contractor personnel records and ensure their security;
- Develop, review, and maintain HR policies and procedures;
- Track and analyze HR laws, regulations, codes, and other requirements from the state and federal levels, as well as best practices for development or revision to HR policies and procedures;
- Manage the D&D contractor Equal Employment Opportunity/Affirmative Action Plan and Diversity Programs; and
- Maintain, track, and report D&D contractor employee status changes, including a company organizational chart.

C.2.10.153 Information Services (EM.PO.IN.01.50.03)

The contractor is shall maintain a functioning Information Services Program. The Information Services organization provided by the contractor shall provide project management for information systems and software asset management. This will also consist of the supporting of contractor users and applications; database and web application development; technology planning, scheduling, cost estimating, and contracting; and other activities to meet information and communications needs in support of project execution and other D&D Project functions.

Other technical activities performed by the contractor shall include:

- Provide IT management, planning, and coordination for the D&D Project scope;
- Communicate project computing and telecommunications requirements to the ISS Contractor;
- Provide for the development and implementation of non-enterprise D&D applications, web sites, and databases, in support of the D&D Project work scope;
- Provide user support, maintenance, and administration of non-enterprise software applications, in support of the D&D Project work scope;
- Support implementation of software quality assurance requirements specified DOE Order 414.1D, *Quality Assurance*, as well as guidance provided in DOE Guide 414.1-4, *Safety Software Guide for Use with 10 Code of Federal Regulations (CFR) 830 Subpart A, Quality Assurance Requirements*, and in DOE O 414.1C, *Quality Assurance*; and
- Support project management of D&D IT hardware and software projects, as specified in DOE O 415.1.

The contractor Information Services organization shall also provide IT Project Management that includes the following:

- Provide IT management for non-enterprise project-specific D&D Software Systems, as specified in DOE O 200.1A, *Information Technology Management*;
- Coordinate and support ISS Contractor information security planning and site-wide reporting requirements; and
- Ensure procedure and process compliance to management directives, procedures, and standards.

C.2.10.154 Contracts and Supply Chain (EM.PO.IN.01.50.04)

The contractor shall perform Contracts and Supply Chain management to support the PORTS D&D Project. The contractor shall maintain a DOE-approved Contractor Purchasing System. As part of the maintaining the DOE-approved Contractor Purchasing System, the contractor will provide efficient, effective, compliant, and economical management of procurements and contracts. The contractor shall also integrate functions that include project contracts management and acquisitions, including contract management, acquisition services, and contract compliance.

The contractor shall perform the management of acquisitions, materials management, and supply-chain processes, as well as tools to ensure that the PORTS D&D Project subcontracts and materials management functions are planned, budgeted, and controlled to support achievement of the PORTS D&D mission objectives.

The contractor shall provide real and personal property management services. As part of these services, the contractor shall maintain an approved Property Management System. This approved system shall provide real and personal property management services for the PORTS D&D Project in accordance with DOE O 458.1, *Radiation Protection of the Public and the Environment*, DOE O 580.1A, *Department of Energy Personal Property Management Program*, and all other applicable laws, orders, directives or guidance.

The real and personal property management provided by the D&D contractor shall also include:

- Execution of necessary work for successful lease and/or transfer of property DOE considered in excess for the Portsmouth D&D Project, including but not limited to environmental assessments, radiological assessments, sampling and analysis, Environmental Baseline Surveys, development of a parcel map of the PORTS reservation, and communications among affiliated entities;

- Flow down requirements of DOE O 580.1A, *Department of Energy Personal Property Management Program*, in order to administer/manage the real and personal property within the PORTS D&D Project and DOE-controlled facilities and areas, including temporary furniture storage;

- Maintain and coordinate the overall real and personnel property Option Period activities of the PORTS D&D Project while considering the long-term maintenance, infrastructure, and environmental management activities;

- Document all personal property actions related to the acquisition, use and disposition of personal property assets;

- Ensure that all personal property data is properly entered and maintained in the Property Information Database System (PIDS);

- Coordinate with Asset Recovery and Recycling to transfer excess property, and to otherwise disposition property or materials that are no longer needed by the PORTS D&D Project; and

- Management of Facility Information Management System and PIDS.

C.2.10.155 Records Management (EM.PO.IN.01.50.05)

The contractor shall be responsible for all activities required to manage an effective, efficient, and proactive Records Management/Document Control (RMDC) Organization.

These activities shall include:

- Maintain an approved Records Management Plan in accordance with DOE Order 243.1B, *Records Management Program*, and 36 Code of Federal Regulations (CFR) Chapter XII, Subchapter B, *Records Management*, in coordination with the site-wide Records Management Program that has been developed and is maintained by the ISS Contractor;

- Maintain sound document control processes and systems to control documentation produced under the D&D Contract and ensure efficient tracking and retrieval of documents and information. This shall be completed in accordance with the approved Records Management Plan;

- Comply with existing Records Management Plan practices/procedures in order to maintain accurate, understandable written procedures and other performance documents that ensure safe and effective facility and equipment operation, in accordance with DOE O 422.1, *Conduct of Operations*, while considering and integrating Integrated Safety Management;

- Review, index, box, and provide records to the ISS Contractor prior to facility D&D, as required; and

- Provide records RMDC support to the ACP Project on a full cost recovery basis.

C.2.10.156 Engineering Programs (EM.PO.IN.01.60.01)

The contractor shall be responsible for maintaining a System Engineering Program, as required by DOE O 420.1, Chapter V, *Cognizant System Engineer Program*. The protocols for implementing the site System Engineering Program must be documented; must include the functions, responsibilities, and authorities of CSEs; and must address the following elements:

- Identification of systems covered by the System Engineering Program;
- Configuration management;
- Support for safety-related and critical systems O&M; and
- Training and qualification of CSEs.

Establishment and administration of the System Engineering Program shall include the following activities:

- Organize, recruit, qualify, retain, and evaluate System Engineering Program staff;
- Establish and maintain the System Engineering Program performance documents;
- Assess and improve the performance of System Engineering Program staff, effectiveness of System Engineering Program performance documents, and implementation of System Engineering Program requirements throughout the D&D Project;
- Establish, monitor, and maintain System Engineering Program budgets and work schedules;
- Interface with regulatory authorities in matters under the purview of the System Engineering Program;
- Conduct, identify, collect, and submit System Engineering Program records; and
- Provide functional area Managers and Subject Matter Experts for the System Engineering Program.

Specific activities to be performed by the System Engineering Program staff shall include the following:

- Provide the Engineering Duty Manager;
- Review and approve safety-related work packages by Cognizant System Engineers (CSEs);
- Review and concur with system design changes;
- Develop post-maintenance tests and approve performance of appropriate tests;

- Support the Preventive and Predictive Maintenance Programs;
- Monitor, evaluate, and report the overall system health of critical infrastructure;
- Evaluate suppliers' technical capabilities and approve technical dispositions and evaluations;
- Prepare acceptance criteria, methods of acceptance, and use of commercial-grade items;
- Provide programmatic support to other contractor organizations and initiatives, such as the Emergency Response Organization, Safety Work Groups, the Integrated Safety Management System, etc.;
- Review O&M procedures on assigned safety-related systems;
- Provide technical liaison between Engineering, Operations, and Maintenance;
- Perform equivalency substitutions;
- Assist with system troubleshooting;
- Prepare engineering evaluations;
- Prepare operability evaluations;
- Prepare test plans;
- Prepare system requirements documents for design changes;
- Support the design change process;
- Support the Process Safety Management Program; and
- Provide responsible disposition authority for parts.

The contactor shall establish a Design Engineering Program to ensure conformance to contractual and regulatory requirements, including those in 10 CFR 830, Subparts A and B; DOE Standard 1073, *Configuration Management*; DOE Standard 1189, *Integration of Safety into the Design Process*; DOE O 420.1, *Facility Safety*; and associated federal and industry design and consensus standards.

Establishment and administration of the Design Engineering Program include the following activities:

- Organize, recruit, qualify, retain, and evaluate the Design Engineering Program staff;
- Maintain the Design Engineering Program performance documents;

- Assess and improve the performance of the Design Engineering Program staff, effectiveness of Design Engineering Program performance documents, and implementation of Design Engineering Program requirements throughout the contractor organization;

- Establish, monitor, and maintain Design Engineering Program budgets and work schedules;

- Interface with regulatory authorities in matters under the purview of the Design Engineering Program;

- Conduct identify, collect, and submit Design Engineering Program records; and

- Provide the Functional Area Manager and Subject Matter Experts (SME) for the Design Engineering Program.

Specific activities to be performed by the Design Engineering Program staff shall include the following:

- Maintain and monitor a Configuration Management Program in accordance with DOE Standard 1073, to include:

  - Safety Class and Safety Significant System configuration boundaries (boundary manuals);

  - Safety class and regulatory configuration items database;

  - Configuration control requirements flow-down to FBP processes and procedures; and

  - Assessment of Configuration Management Program compliance and performance.

- Maintain and monitor the design and configuration change control process, which includes processes for the following:

  - Modification and design change, including design engineering support of field construction and operations turnover;

  - Independent design review to ensure completeness and quality of designs;

  - Equipment specifications, equivalencies, and commercial-grade dedication process;

  - Evaluation and resolution of non-conforming conditions for new procurements and installed equipment; and

  - Process for the assessment and evaluation of Safety System operability to design bases and technical specifications requirements.

- Maintain and monitor the drawing change and archive media process, which includes processes for the following:
    - Engineering drawing development and revision;
    - Drawing working media electronic archiving and retrieval;
    - Engineering drawing and drafting standards;
    - Engineering computer-aided design and drafting tools, software procurement, and maintenance; and
    - Identification of as-built versus proposed construction drawings.
- Maintain and monitor the Design Engineering Qualification Program, which includes processes for the following:
    - Specification of required engineering training and qualifications;
    - Periodic review of qualifications and training matrices;
    - Conduct of initial and periodic engineering technical training for all staff and Engineers within Design Engineering; and
    - Remediation of programmatic concerns and process improvements through classroom training, group briefings, and required readings.
- Maintain and monitor the Design Engineering Program for the continued safety of site workers and personnel, which includes processes for the following:
    - Excavation and penetration subsurface engineering;
    - National Electric Code (NEC)/National Electric Safety Code (NESC)/National Fire Protection Association (NFPA)-70E electrical safety and arc-flash protection;
    - Site electrical Authority Having Jurisdiction (AHJ);
    - Fall protection anchorage and structural evaluations;
    - Structural and roof integrity evaluations; and
    - Lifting and rigging evaluations and associated equipment specifications.
- Maintain and monitor the design engineering document control and records process to post and archive design engineering documents and products for project and plant operations use.

This process includes:

- Records management submittal of controlled documents and records;
- Electronic databases for engineering evaluations, engineering service requests, and other engineering documents; and
- Electronic archives for engineering designs and their bases.

- Maintain and monitor the Project Welding and Nondestructive Examination Program, which includes the following program elements:
  - Maintenance of an overall Welding Program;
  - Development and maintenance of weld procedures and their qualifications;
  - Establishment and review of weld certifications and qualifications; and
  - Providing a Certified Weld Inspector and Level III Nondestructive Examination Inspector.
- Provide site access to industry specifications and standards, including:
  - Internet access to basic sets of common industrial standards (NFPA, American Society of Mechanical Engineers, American Society for Testing and Materials, etc.);
  - Hard-copy procurement of specialized engineering standards (National Electrical Testing Association, etc.); and
  - Evaluation and interpretation of industrial standards and access to expert assistance, as needed.
- Provide support to the site Integrated Safety Management System, Safety Work Groups, Emergency Response organization, and Emergency Operations Center.

C.2.10.157 Nuclear Safety Programs (EM.PO.IN.01.60.02)

The contractor shall perform the following activities for Safety Basis Program Management:

- Conform to regulatory and contractual requirements including those in 10 CFR 830 Subparts A and B, *Nuclear Safety Management*; DOE Order 420.1C, *Facility Safety*; associated DOE standards; and applicable American National Standards Institute (ANSI) Nuclear Series standards.

- Develop and maintain safety basis documents for Hazard Category 2 and 3 Nuclear Facilities.

- Develop and maintain safety documentation for facilities with radiological and chemical hazards (which are not Hazard Category 2 or 3 Facilities).

- Prepare and maintain program documentation for the Nuclear/Facility Safety Program.

- Provide technical support and review of project execution and other site activities to maintain compliance with DOE nuclear safety regulations and standards, and to ensure compliance with Safety Basis documents and Nuclear/Facility Safety Program requirements.

The contractor shall maintain the following safety basis documents for the PORTS D&D Project:

- Basis for Interim Operation (BIO) and associated Technical Safety Requirements (TSRs) for the former Uranium Enrichment Facilities;

- Documented Safety Analyses (DSAs) and associated TSRs for the D&D activities for the Gaseous Diffusion Plants (GDPs) and the non-Former Uranium Enrichment facilities, which comply with 10 CFR 830 Subpart B, *Safety Basis Requirements for Hazard Category 1, 2, and 3 DOE Nuclear Facilities*; and

- DSA for the Safety Management Program descriptions for the PORTS D&D Project, which is applicable to all nuclear operations at PORTS.

Approval of safety documentation shall be maintained by implementation and maintenance of a DOE-approved Unreviewed Safety Question (USQ) Program. Implementation and maintenance of this program shall be performed in accordance with 10 CFR 830.203, *Unreviewed Safety Question (USQ) Process*, and guidance from DOE Guide (G) 424.1-1 B, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*.

The contractor shall ensure compliance with Safety Analysis documents and the Integrated Safety Management System Program per 48 CFR 970.5223-1, *Integration of Environment, Safety, and Health into Work Planning and Execution*, by implementation of the following key elements:

- Provide management, technical direction, and support for overall facility safety; and

- Provide administrative support as appropriate.

The contractor shall review and update facility safety documents as facilities are re-assigned to include new facilities. Nuclear and non-nuclear (radiological and chemical) safety documents that are to be maintained including, but not limited to the following:

- Process hazards analyses;
- Hazard analyses documents;
- Safety Analysis documents; and
- DSAs and BIO.

The contractor shall include the associated activities:

- Implement and administer a program to review changes that could impact the facility safety basis documents;
- Provide facility safety independent assessment and oversight to implement and maintain the Nuclear and Non-Nuclear Safety Programs; and
- Develop and maintain training and qualification programs.

Additionally, the contractor shall perform direct support activities [i.e., PORTS On-Site Waste Disposal Facility (OSWDF)] to the for the contractor's Project Execution Organizations and to include the following activities:

- Provide resources to support project execution for day-to-day activities;
- Support the start of new activities;
- Participate in reviews and readiness assessments;
- Evaluate off-normal conditions for compliance with the applicable safety basis documents; and
- Evaluate and prepare required safety basis documentation for proposed changes or new activities.

Hazard Category 2 and 3 Nuclear Facility support activities shall include the following:

- Provide engineering support for nuclear facility safety management;
- Manage safety basis development, maintenance, implementation, direction, and oversight;
- Implement the Nuclear Safety Program, in accordance with the Safety Management Program DSA and Chapters 6-17 of the Safety Basis documents (BIO or DSA);

- Establish and maintain Nuclear/Facility Safety Program performance documents.

- Assess and improve the performance of the Nuclear Safety Program, effectiveness of the program, performance documents, and implementation of program requirements;

- Interface with regulatory authorities in matters under the purview of the Nuclear Safety Program; and

- Prepare, identify, collect, and submit Nuclear Safety Program records.

Non-nuclear facility support activities shall provide engineering support to develop and maintain safety documentation for radiological and industrial buildings, including, but not limited to the following:

- Provide management, development, and document maintenance support for the overall non-nuclear facility safety documentation;

- Perform safety and hazard analysis;

- Design document reviews for impact on Authorization/Safety Basis documents that shall be submitted to the DOE PPPO and subject matter expertise, as required, to implement the Non-Nuclear Safety Programs;

- Conduct facility independent reviews/assessments;

- Implement/administer a program to review changes that could impact non-nuclear safety documents;

- Provide resources to support project execution in areas of Safety Management Programs; regulatory interface; D&D planning, execution, and maintenance of safety documentation to support significant project/facility changes; performance of assessments and surveillances; and support of Plant Operations Review Committee activities; and

- Develop and maintain training and qualification programs for non-nuclear safety.

For the Nuclear Criticality Safety (NCS) Program Management activities, the contractor shall:

- Conform to regulatory and contractual requirements, including those in 10 CFR 830, Subparts A and B, *Nuclear Safety Management*; DOE O 420.1C, *Facility Safety*, Chapter III, *Nuclear Criticality Safety*; associated DOE standards; and applicable American National Standards Institute (ANSI) Nuclear Series 8 Standards;

- Maintain and develop Nuclear Criticality Safety Evaluation (NCSE) documents for fissile material operations in Hazard Category 2 and 3 Nuclear Facilities;

- Prepare and maintain NCS Program documentation; technical support; review of project execution; other site activities required to maintain compliance with DOE NCS regulations and standards; and assurance of compliance with the NCS fissile material operation evaluation and control documents, and with NCS Program requirements; and

- Develop and maintain NCS documentation for facilities with radiological and chemical hazards that are not Hazard Category 2 or 3 Nuclear Facilities, to verify that no credible potential for a criticality accident exists.

NCS Program Management shall include the following activities:

- Maintain NCS Program performance documents (program descriptions, plans, procedures, and guides);

- Assess and improve the performance of the NCS Program, effectiveness of NCS Program performance documents, and implementation of NCS Program requirements;

- Interface with regulatory authorities in matters under the purview of the NCS Program; and

- Prepare, identify, collect, and submit NCS Program records.

The contractor shall utilize the NCS Program to ensure the safety of fissile material operations; achieve a state of "criticality incredibility" prior to completing D&D of the facility structure; and ensure the adequacy of the NCS Program to support necessary evaluations, training, and oversight.

The contractor shall also evaluate and supplement, as needed, the adequacy of existing site data and NCSEs. In addition, the contractor shall collect characterization data, particularly from NDA of process equipment, to support determinations; and Lessons Learned from Oak Ridge and other locations shall be used as resources for PORTS NCSEs and processes for determining criticality incredibility.

NCS Program support for Hazard Category 2 and 3 Nuclear Facility activities shall include, but are not limited to the following:

- Evaluate the placement, design, and adequacy of the Criticality Accident Alarm System (CAAS);

- Develop and implement the criticality evaluation and requirements to establish a basis to prove that the "double contingency" principle is achieved or that there is no credible way of achieving a criticality;

- Maintain the NCS Program for all contractor-managed Hazard Category 2 and 3 Facilities and fissile material operations;

- Review all new projects and activities to ensure compliance with the existing set of NCSEs and associated controls, and document those reviews;

- Review all new and specified revised operating procedures to ensure compliance with the set of NCSEs and associated controls;

- Conduct and document inspections of facilities with fissile material operations and NCS controls;

- Oversee and revise, as necessary, the criticality safety training;

- Maintain the NCS Program documentation and update administrative procedures as required;

- Conduct management assessments of the NCS Program; and

- Provide support for the USQ process and for the development and maintenance of Safety Basis documentation.

Additionally, the contractor shall provide support activities and cover the recruitment, training, qualification, management, and oversight of the NCS Program staff, including those listed below, to perform direct support activities (i.e. PORTS OSWDF Project) to the contractor's project execution organizations:

- Provide support for project execution activities, including support of updates to the NCSEs, operational support, review of work activities, and inspections/assessments of work areas and activities;

- Analyze existing site data and NCSEs to ensure the safety of fissile material operations; perform evaluations; and verify site data and conditions, in order to establish criticality incredibility;

- Update NCSEs to incorporate changes to the criticality prevention requirements; and

- Review sampling and analysis data to ensure that fissile inventory assumptions/controls are maintained and any anomalous results are identified.

C.2.10.158 Conduct of Operations Program (EM.PO.IN.01.60.03)

The contractor shall be responsible for Operational Readiness support which is necessary for conformance to regulatory and contractual requirements, including applicable elements of DOE Order 425.1D, *Verification of Readiness to Start Up or Restart Nuclear Facilities*, and DOE-STD-3006-2010, *Planning and Conducting Readiness Reviews*, for the PORTS D&D Project.

A formal Operational Readiness (OR) Program shall be required for the startup/restart of "activities or operations that involve radioactive and/or fissionable materials in such form or quantity that a nuclear hazard potentially exists to the employees or the general public," per DOE O 425.1D, *Verification of Readiness to Start Up or Restart Nuclear Facilities*. The D&D contractor will provide personnel to maintain the OR Program and supply a qualified readiness lead to Project Execution organizations. The readiness lead is necessary in order to conduct readiness activities for ensuring that nuclear facilities, operations, and activities are ready to initiate before execution or restart begins.

The contractor shall also develop and maintain an Implementation Verification Review (IVR) process that follows the guidance of DOE Guide (G) 423.1-1A, *Implementation Guide for Use in Developing Technical Safety Requirements, Appendix D, Performance of Implementation Verification Reviews of Safety Basis Controls*. The implementation verification process was developed to be applicable to the D&D process and to incorporate the requirements of DOE G 423.1-1A, *Appendix D*.

The contractor is responsible for establishing a Conduct of Operations (COO) organization to ensure conformance to regulatory and contractual requirements, including the applicable elements of DOE O 422.1, Change 1, *Conduct of Operations*, for the PORTS D&D Project. The COO organization shall also compliance with 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution.

The contractor COO organization is responsible for establishing a COO program that is implemented by procedures and is based on well-developed industrial and nuclear facility operating practices. Establishing and implementing the PORTS COO Program shall consist of activities including the preparation of institutional documents, training and qualifications, and program oversight and review. The Nuclear Facility Manager qualification process shall also be established as part of the COO program.

C.2.10.159 Training Programs (EM.PO.IN.01.60.04)

The contractor is responsible for all activities required to manage an effective, efficient, and proactive Training Organization. The Training organization shall establish a program that conforms with regulatory and contractual requirements, including those in DOE Order 426.2 (*Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities*), 10 CFR 851 (*Worker Safety and Health Program*), 10 CFR 830 (*Nuclear Safety Management*), 10 CFR 835 (*Occupational Radiation Exposure*) 29 CFR 1910 (*General Industry Standards*), and 29 CFR 1926 (*Construction Standards*).

General training (General Employee Training [GET], Radiological Worker, Security, Cyber Security, etc.) is provided by the ISS Contractor.

The activities for establishing and administering the Training program by the contractor shall include the following:

- Organize, recruit, qualify, retain, and evaluate Training program staff;
- Establish and maintain training program performance documents;
- Assess/improve the performance of training program staff, effectiveness of training program performance documents, and implementation of training requirements throughout the D&D Project;
- Establish, monitor, and maintain training program budgets and work schedules;
- Interface with regulatory authorities in matters under the purview of the training program;
- Conduct, identify, collect, and submit training program records;
- Develop and maintain an initial and continuing training program for operations, maintenance, and support functions, in compliance with DOE O 426.2;
- Develop and maintain procedures to establish training program requirements using a tailored systematic approach to the training process;
- Perform training analyses to determine the methods, type, and frequency of training needed;
- Design, develop, and revise training materials to support Operations, Maintenance, and projects;
- Conduct and administer training for Operator and Supervisor Qualification and Certification programs;
- Provide training development support to SMEs and administer Environmental, Safety and Health, Quality Assurance, Nuclear Criticality Safety, and Waste Management training;

- Conduct and administer training for mobile equipment and heavy equipment Operators;
- Develop and implement a Supervisor/Manager training program;
- Develop and maintain a DOE-approved Training Implementation Matrix (TIM) (reference DOE O 426.2) or a Training Program Plan;
- Develop and administer a DOE-approved program providing for exceptions to training;
- Coordinate training needs with the ISS Contractor providing general site training (i.e., GET, Radiological Worker, and Security training);
- Coordinate vendor (or other) supplied training for specific subject areas (e.g., Asbestos Worker, Hazmat Technician, etc.);
- Maintain accurate personnel training hard-copy files and records database; and
- Perform assessments and evaluations of the D&D contractor training program.

C.2.10.160 Laundry Services (EM.PO.IN.01.70.01)

The contractor shall provide pickup and distribution of laundry across the PORTS site, including the DUF_6 Conversion Facility.

The contractor is responsible for providing subcontracted off-site laundry services for the Portsmouth Gaseous Diffusion Plant (PORTS), including:

- Provide materials, services, testing devices, and all items necessary for the laundering, disinfecting, sanitizing, transporting, testing, evaluating, and ensuring quality of the D&D contractor Off-Site Laundry Service contract;

- Supply adequate labor, supervision, tools, equipment, etc. for on-site pickup and delivery to and from PORTS facilities; and

- Provide off-site laundry services for the DUF_6 Conversion Facility.

The contractor shall also be responsible for providing respirator pickup and distribution services at the PORTS Site, including the Depleted Uranium Hexafluoride (DUF_6) Conversion Facility.

C.2.10.161 Sanitary Services (EM.PO.IN.01.70.03)

The contractor shall coordinate sanitary garbage removal with the ISS Contractor and contractor's facility managers. The contractor shall also coordinate spot-checking for non-compliant items and radiological material, and coordinate the pickup and transfer of full containers to a designated pickup location. Pickup and drop locations shall be established throughout the PORTS site, with concurrence from the contractor Radiological Control organization and coordination with the contractor facility managers and the ISS contractor.

C.2.10.162 PSS Services (EM.PO.IN.01.70.04)

The contractor shall provide Site Shift Operations support for the entire Portsmouth Gaseous Diffusion Plant (PORTS) site, including the American Centrifuge Plant (ACP), Babcock & Wilcox Conversion Services, and the Infrastructure Support Services (ISS) Contractor. The overall coordination of operational activities for PORTS shall be performed by the on-duty Plant Shift Superintendent (PSS). The PSS, or designee, shall function as the Crisis Manager/Incident Commander for emergencies, until relieved.

Site Shift Operations services shall include the following activities:

- In the absence of DOE, act on behalf of DOE on delegated tasks;
- Serve as the central point of contact for incident/event notification for all DOE activities, making notifications to designated DOE Management personnel;
- Serve as Incident Commander for all DOE classified and unclassified emergencies, as required in DOE O 151.1C, Comprehensive Emergency Management System;
- Categorize applicable DOE Occurrence Reports, using criteria outlined in DOE O 232.2; serve as the Authorized Derivative Classifier for information transmitted off-site; and process occurrences on the Occurrence Reporting and Processing System;
- Make emergency notifications for all occurrences and emergencies, in accordance with the Site Emergency Plan;
- Act as the Emergency Coordinator during RCRA emergencies, in accordance with the RCRA Contingency Plan;
- Serve as the central point of contact for incidents concerning Safeguards and Security, making notification to designated Security personnel;
- Manage the Radio Communications Program, including Federal Communication Commission licenses;
- Act as the emergency point of contact for off-site waste and material shipments, and activate the Off-Site Transportation Assistance Team, as required;
- Serve as the primary monitor of the PORTS Utility System Alarms (i.e., Dry Air, Nitrogen, Chlorine, RCW, Dew Point, Tank Levels), Criticality Accident Alarm System, Site Severe Weather, Plant Red Phones, X-342 Fluorine gas, Cascade (General, Seismic, includes X-700/X-705 Sump), Environmental, D&D contractor, ISS Contractor Security, and ACP Security;
- Serve as the back-up monitor of the following PORTS systems when the Fire Department staffs the Alarm Room: Fire, ACP Fire, BWCS Fire, and 911; not available to monitor the PORTS Power System and ACP Security;

- Maintain and support the D&D contractor Overtime Canvassing System Database;
- Monitor weather conditions and make notifications to facilities of plant infrastructure changes caused by adverse conditions (e.g., loss of X-690 Steam Boilers due to cold weather);
- Perform S&M of the below-listed PSS-owned facilities or systems:
    - X-220A Instrumentation Tunnels;
    - X-220B1 Process Instrumentation Lines;
    - X-220B2 Carrier Communication Systems;
    - X-220E2 Process PA (Public Address) System;
    - X-220F Plant Radio System;
    - X-220H McCulloh Alarm System;
    - X-220J Radiation Alarm System;
    - X-220K Cascade Automatic Data Process System;
    - X-220L Classified Computer System;
    - X-300 Plant Control Facility;
    - X-300A Process Monitoring Building;
    - X-300B Plant Control Facility Carport;
    - X-300C Emergency Communication Antenna;
    - X-720B Radio Base Station; and
    - X-2220D Telephone System (except Gas Centrifuge Enrichment Plant duct bank).

The contractor shall perform operation and maintenance of the PORTS Criticality Accident Alarm System (CAAS), including the following activities:

- Maintain and verify operability of the PORTS CAAS to the specifications of American National Standards Institute/American Nuclear Society 8.3, Criticality Accident Alarm System, for the period of performance, or as long as a CAAS is required by the FBP Nuclear Criticality Safety Program, or by other site contractors;

- Prepare maintenance and operating procedures, as well as planning and scheduling CAAS maintenance using a computerized PM and CM System;
    - Oversee all approved modifications to the system;
    - Track system maintenance to ensure that the system remains compliant with the system configuration control baseline and regulatory requirements;
- Track system performance of key operational parameters, and trend the performance to aid in the identification of any adverse trends;
- Provide monthly system health reports to management;
- Perform periodic system walk-downs to identify abnormal system configurations or unauthorized modifications;
- Observe system maintenance to verify procedural adherence;
- Assist in review and approval of any proposed procedure changes;
- Perform engineering and operability evaluations to support the continued operation of the CAAS;
- Calibration of the Californium source for the CAAS testing program according to approved procedures;
- Maintain an operating knowledge of the CAAS design and design basis documentation, including the technical safety requirements; and
- Maintain a System Requirements Document and keeping all CAAS-related drawings current.

C.2.10.163 Work Planning Support (EM.PO.IN.01.70.05)

The contractor shall be responsible for all activities required to maintain a Work Planning and Control (WP&C) program to ensure safe activities in each of the PORTS facilities, utilizing a graded approach. Nuclear and high-hazard facilities shall have the highest levels of controls, in accordance with 10 Code of Federal Regulations (CFR) 851, *Worker Safety and Health Program*, and DOE O 422.1, *Conduct of Operations*. Work planning and control are specifically implemented through DOE O 420.1C, *Facility Safety*, which invokes DOE-STD-1073-2003, *Configuration Management Program*. Work planning and control is an integral part of the Integrated Safety Management System.

The contractor shall maintain the required programmatic documentation to implement the work planning and control requirements of DOE O 433.1B, Maintenance Management Program for DOE Nuclear Facilities.

The contractor shall complete the following actions to implement a Work Planning and Control Program that incorporates the requirements of applicable DOE directives:

- Maintain a Work Planning and Control organization, including a "base" organization to support the program, and a "matrix" organization to support project execution in the field;

- Support the training program in preparing a Training and Qualification Program for Work Planning and Control personnel;

- Support all project organizations through development of work control documents;

- Maintain the process for selection, qualification, and training of the Work Planning and Control organization personnel;

- Maintain the Work Planning and Control Program that implements the applicable requirements of DOE O 433.1B, *Maintenance Management Program for DOE Nuclear Facilities*;

- Implement an assessment program focused on measuring the effectiveness and rigor of the Work Planning and Control Program; and

- Track and trend the performance of the Work Planning and Control Program.

C.2.10.164 Indirect Waste Management Program Support (EM.PO.IN.01.80.01)

The contractor shall complete Waste Management (WM) programmatic activities, including ensuring waste compliance; procuring materials and services; generating regulatory and contractual reports and forecasts; managing costs; and managing records associated with WM activities. In addition, the contractor shall provide support of the DOE programmatic initiatives, including the DOE Consolidated Audit Program, at the request and direction of DOE.

The WM Program shall include maintenance of a DOE Order (O) 435.1, *Radioactive Waste Management*, compliant program that forecasts, manages, and disposes of compliant waste materials from the PORTS Site.

The contractor shall:

- Maintain an integrated plan and procedure document suite with applicable regulatory and contractual flow-down requirements for the major waste activities (i.e., characterization, generation, packaging, storage, tracking, disposition, and transportation);

- Maintain regulatory compliance;

- Provide waste characterization and classification of wastes to ensure that all subsequent activities associated with packaging, storage, and transportation are compliant;

- Track all project waste through the eMWaste® Database;

- Maintain program and programmatic resources for the certification of waste shipped to external facilities;

- Prepare Nevada National Security Site-required monthly reports, support vendor and disposal site audits, prepare profile modifications, and ensure waste acceptance criteria compliance;

- Review and approve generator waste profiles, oversee generator and OSWDF compliance with profiles and the WAC, conduct periodic compliance audits and assessments, and prepare required reports; and

- Maintain and manage waste disposition records.

C.2.10.165 Centrus Energy Corporation (formerly United States Enrichment Corporation [USEC])-American Centrifuge Program (ACP) Work Authorizations with DOE (ND.PO.01.01.05.01)

The contractor shall provide Government Furnished Services and Items (GFSI) type services to Centrus/American Centrifuge Program (ACP) at the Portsmouth site. The services shall be provided to Centrus/ACP through the United States Department of Energy (DOE) work authorizations. The work authorizations listed in Section J, Attachment 7 provide the entire scope and details of the work to be performed. The contractor shall provide support documentation to DOE for cost recovery of the services provided with its invoice to DOE. This support documentation includes detailed back up and summary information by work authorization and contractor's invoice number to DOE. All services/work shall be performed in accordance with all applicable permits, laws and regulations of the State of Ohio, the Federal Government, DOE Orders, and all other codes, Standards, work authorizations, procedures and requirements as applicable.
The contractor shall provide Environmental Support and Waste Management Support Services to the Centrus Energy Corp (Centrus; formerly USEC) ACP. This includes:

- Waste characterization, tracking, manifesting, and shipping;
- NPDES sampling;
- Waste sampling;
- Liquid effluent collection (LEC) tank sampling;
- Manhole special and compliance sampling;
- On-site Meteorological Monitoring System;
- Miscellaneous sampling upon request; and
- Waste Package Certifier (WPC) to oversee filling of containers in ACP Space.

The contractor shall furnish Technical Support for the Lead Cascade to the Engineering and Nuclear Safety groups at the ACP. This includes support from Nuclear Safety, Configuration Management, Engineering, and Fire Services. The support activities shall include:

- Preparation and review of Facility Application Change (FAC)/Plant Application Change (PAC), Facility Change Evaluation (FCE)/Plant Change Evaluation (PCE), and Regulatory Oversight Agreement (ROA) packages;
- Structural/seismic analyses;
- Engineering and design support including welding, piping, pressure vessels, UF_6 cylinders, materials, heating, ventilating, and air conditioning (HVAC), and fire protection;

- Nuclear criticality safety program implementation;
- Nuclear criticality safety evaluation development;
- Nuclear safety basis reconstitution;
- Integrated safety analysis development and maintenance; and
- Miscellaneous technical reviews.

The contractor shall provide Analytical Services Support required to perform sample analysis as requested by Centrus/ACP personnel. Support shall include, but is not limited to:

- National Pollutant Discharge Elimination System (NPDES) compliance, environmental, engineering project, and radiological vent sample analysis;
- Liquid Effluent Collection (LEC) tank analysis;
- Waste sampling/characterization analysis;
- Waste Non-Destructive Assay (NDA) measurements;
- Industrial Hygiene air and bulk sample analysis using approved Occupational Safety and Health Act (OSHA) or National Institute for Occupational Safety and Health (NIOSH) methods;
- Health Physics sample (air, bulk, liquid, and smear samples) for gross contamination or isotopic analysis;
- Nuclear materials analysis for assay and content (NDA);
- Urine sample analysis for uranium by inductively coupled plasma (ICP), mass spectrometry (MS), and specific gravity; and
- Miscellaneous sample analysis as requested.

The contractor shall provide Health Physics (HP)-Industrial Hygiene (IH) Support to Centrus/ACP. The contractor performing the services shall provide qualified HP and IH support to the Centrus/ACP. Support shall include, but is not limited to the following:

- Routine, job coverage, and IH surveys;
- Sample transport;
- Instrument response verification and metrology support to RadCal Facility;

- Respiratory protection equipment and fit testing;
- Source Control Program requirements;
- Dosimetry Programs:
    - Maintain Health Professions and Related Sciences (HPRS) and Urinalysis Program databases;
    - Provide National Voluntary Laboratory Accreditation Program (NVLAP) accredited Thermoluminescent Dosimeters (TLDs) for use in Centrus/ACP spaces; and
    - Provide dosimetry reports to meet Centrus/ACP procedure requirements;
- Provide portable eyewashes upon request;
    - Ensure that at least one Q-cleared qualified HP technician is available to provide 24-hour coverage to meet lead cascade minimum staffing requirements; and
    - Provide Internal and External Dosimetry services for personnel formerly enrolled in the USEC Government Services (USEC GS) Portsmouth Dosimetry program, including former USEC GS employees and personnel contracted by USEC GS, to provide radiation dose reporting to affected personnel and regulatory agencies.

The contractor shall provide Radiation Lab/Instrument and Calibration (I/C) Maintenance support to the Centrus/ACP. Support includes:

- Personnel Contamination Monitor (PCM-2) calibration and repair;
- Daily PCM-2 source/response checks;
- HP survey instrument calibration and repair; and
- Calibration of potentially contaminated measuring and test equipment (M&TE) and process vent instruments (pressure transmitters, flow transmitters, SPA-3 probes, etc.).

The contractor shall provide Fire Service/Emergency Management/Plant Shift Superintendent (PSS) Services support to the Centrus/ACP. Support includes, but is not limited to, Fire Safety, Emergency Management, and PSS. The contractor shall provide:

- Fire Safety
    - Furnish fire services support, and perform associated inspections and testing of Centrus/ACP fire equipment such as, but not limited to:

- Fire alarms;
- Portable fire extinguishers;
- Sprinkler systems;
- Detection equipment;
- Smoke ventilation systems;
- Water supply system components; and
- Fire doors;

- Inspection and testing services shall be performed in conjunction with Centrus/ACP Fire Protection personnel;
- Operate and maintain the common firewater distribution system (i.e. storage tanks, underground distribution piping, alarms and water supply) at the Portsmouth site;
- Ensure that procedures used for fire safety, response, and/or protection are maintained and any changes to procedures utilized to support Centrus/ACP facilities, activities, or implement Lead Cascade License Application requirements are reviewed and mutually agreed to by Centrus/ACP Fire Safety/Emergency Management;
- Work may also include special activities on an as needed/as requested basis, including compensatory actions such as fire patrols, review of fire protection issues, and support for fire equipment maintenance activities;
- Notify the on-duty Shift Supervisor, Centrus/ACP Fire Safety/Emergency Management, and Facility Custodian in advance of scheduled activities to be performed within Centrus/ACP facilities such as, but not limited to: sprinkler flow tests, smoke detector testing, smoke ventilation system testing, alarm testing, building surveys, fire safety inspections, etc.;
- Report deficiencies identified during testing and inspections of Centrus/ACP facilities, systems, and/or equipment to the on-duty Shift Supervisor, Centrus/ACP Fire Safety/Emergency Management, and the facility custodian, as applicable;
- Ensure that testing and inspections are conducted in accordance with approved policies, plans, training, and procedures;
- Provide and maintain the following emergency response equipment - One pumper truck with a minimum delivery capacity of 1,000 gallons per minute, One ambulance, and One HAZMAT response truck with radiological and rescue equipment;

- Provide a minimum of four qualified firefighters and one fire services supervisor per shift, 24-hours per day, seven days per week;

- The response time from alarm to the application of fire suppressant to a fire in a Centrus/ACP area/facility will not exceed 20 minutes for 90% of the responses.

- Maintain oil spill response supplies and equipment sufficient to control a spill of 4,000 gallons. Spill response equipment shall include at a minimum: booms, pigs, absorbent cloth (pads and rolls) and skimmer;

- Provide specialized fire protection training on topics such as, but not limited to, portable fire extinguishers and fire watch; and

- Transmit all proposed changes to TSR Section 2.7.3.3, "High Pressure Fire Water System" (POEF-FPB-002) to ACP Technical Services for review prior to implementation of proposed changes that could affect the ACP Fire Water Supply.

- Emergency Management - Provide Emergency Management services for the implementation of the United States Nuclear Regulatory Commission (NRC) approved Emergency Plan such as:

  - Coordinate and manage an Emergency Management Program that implements the requirements of the PORTS Emergency Plan;

  - Ensure that Emergency Plan Implementing Procedures (EPIPs) are maintained and any changes are reviewed and approved by Centrus/ACP Fire Safety/Emergency Management;

  - Coordinate emergency planning activities, drills and exercises, briefings, and training with off-site response organizations that support the requirements of the Emergency Plan;

  - Coordinate an emergency management drill and exercise program that provides for the conduct and evaluation of drills and exercises that maintain and test the response capabilities of emergency personnel, facilities, equipment, procedures, and training;

  - Coordinate and manage an emergency management training program that implements the requirements of the Emergency Plan for Centrus personnel and support organizations assigned to the Emergency Response Organization (i.e. Emergency Operations Center (EOC) Cadre, Joint Public Information Center (JPIC) Cadre, and Field Emergency Response Organization Cadre);

  - Coordinate the minimum operational staffing requirements for operations of the EOC and JPIC. The EOC and JPIC are staffed, trained, and equipped to respond to emergencies and/or abnormal events in Centrus/ACP facilities;

- Provide a Field Emergency Response Organization that is staffed, trained, and equipped to respond to emergencies and/or abnormal events in Centrus/ACP facilities;

- Staff, coordinate, and maintain a process for implementing emergency public information in the event of emergency or abnormal events at Centrus/ACP facilities;

- Coordinate, develop and maintain an Incident Commander and an Incident Command System that provides for the management of emergency response activities, protective actions, and notification of personnel in the event of site emergencies, and abnormal events;

- Develop and maintain mutual aid agreements with off-site emergency response organizations that support the emergency response requirements of the Emergency Plan;

- Coordinate and offer off-site response organizations (i.e. local fire, law enforcement, ambulance, and hospital services) briefings; that covers such topics as, but not limited to; review of Emergency Plans and EPIPs,; changes to the Emergency Plan or Procedures; information on hazards, onsite and off-site protective actions; Emergency Action Levels; notifications; and response coordination issues.

- Provide radios for emergency communications and notifications;

- Coordinate the emergency response planning, emergency release reporting, hazardous inventory reporting, and toxic chemical release reporting with the United States EPA Superfund Amendments and Reauthorization Act (SARA) Title III (Community Planning and Community Right to Know Act); and

- Provide a plant wide public address system, which includes services to all Centrus/ACP subleased facilities and surrounding areas, and provide support services for the Centrus/ACP to ensure that the Public Warning System (PWS) is maintained in a state of readiness for emergency notification of off-site area residents.

- Plant Shift Superintendent (PSS)

  - Independently determine reportability and safety issues in accordance with procedure ACD2-RG-004, Corrective Action Process;

  - Complete verbal notifications, including associated documentation, of reportable events to the Regulator (NRC and/or DOE) in accordance with procedure ACD2-RG-044, Nuclear Regulatory Event Reporting;

  - Provide a reporting point for issues with shipments of Centrus/ACP parts; and

  - Act as point of contact 24 hours/day, 7 days/week for selected emergent situations at the Centrus/ACP.

The contractor shall furnish Fire Services and/or Emergency Management maintenance, testing and repair Support to the Centrus/ACP. Such support shall include:

- Fire Safety

  - Provide maintenance, testing, inspection and repair services for the fire alarm, evacuation push buttons, and sprinkler systems in Centrus/ACP facilities and to the first isolation point outside each facility by trained, qualified personnel;

  - Support the monthly wet pipe sprinkler system pressure inspection and annual functional flow test inspection of the wet pipe sprinkler systems in the Centrus/ACP facilities by trained, qualified personnel; and

  - Work may also include special activities on an as needed as requested basis, including compensatory actions such as fire patrols.

- Emergency Management - Provide maintenance and repair services support activities for the Public Address (PA) and related emergency management alarm systems by trained, qualified personnel.

The contractor shall furnish Security and Access Services support to the Centrus/ACP. Support includes:

- Controlled Access Area (CAA) armed guard alarm response (minimum armed officer) for the Centrus/ACP Lead Cascade and Commercial Plant;

- CAA portal staffing (minimum armed officer) for the Centrus/ACP Lead Cascade and Commercial Plant;

- Exterior patrol for the Centrus/ACP Lead Cascade and Commercial Plant;

- Support for the Security Portals operated under Centrus/ACP procedures;

- Protective Force services 24 hours per day, seven days per week for exterior patrol of the Centrus/ACP CAA;

- Armed guard response to unauthorized penetrations of the Centrus CAA, security alarms, or to threats of theft or violence, and maintain the number of armed response personnel required by the Centrus/ACP Security Program and licensing documents;

- Additional internal support shall be requested to fulfill requirements for armed support within the CAA. With the exception of emergent needs, these requests shall be made in advance with stipulated durations noted. As the program develops, more definition of requirements and final security posture shall be determined and implemented; and

- Other security services including, but not limited to, training support may be requested by the Centrus/ACP Security Manager.

The contractor shall provide Process Services/Mass Spectrometry laboratory labor, equipment, and materials to support as requested by Centrus/ACP. Such support shall include:

- Support services for three Centrus/ACP mass spectrometers; two in service and a third as a reference/backup for the other two, including calibration, repairs, and operation;
- A functional check at least once daily, Monday through Friday, when spectrometer(s) and vent monitors are operating, to ensure normal operation;
- Support services for environmental radiological vent monitors, including weekly and quarterly trap media change, calibration, repairs, and operation;
- Maintenance of laboratory isotopic analysis standards;
- Mass spectrometer sources replacement and servicing as needed;
- Valves and fittings specialized to mass spectrometer and vent monitor applications;
- Software programs to support continued operation of the mass spectrometers and vent monitors;
- Reports and documentation of performance reliability, error codes, operational trends, failure modes;
- Vent monitor trap analysis results and flow data reports;
- Transport and disposal of equipment and supplies associated with support of mass spectrometers and vent monitor traps;
- Compliance with Industrial Hygiene and Health Physics, security, and regulatory constraints;
- Maintenance of Centrus/ACP mass spectrometer(s) and vent monitor(s) in good working order; and
- Maintenance of one vent sampler and collection of vent samples weekly, quarterly, and annually, as needed, for operational upsets, in accordance with current laboratory procedures.

The contractor shall furnish labor and equipment required to perform scale calibration and maintenance on a UF_6 cylinder scale and Mettler Toledo XS2002S sample scale at least once annually and as requested by the Centrus/ACP.

The contractor shall provide Non-Destructive Assay (NDA) Measurement Support services to the Centrus ACP. The contractor shall provide NDA nuclear material analyses services for Centrus/ACP. Such support shall include:

- Nuclear material analyses for assay and uranium holdup in process equipment (e.g., valves, cylinders, traps, piping, etc.) in support of annual requirements and special NDA requests;
- Estimates of nuclear material specific to cascade inventory calculations;
- Analysis of cascade equipment, parts and piping for engineering evaluations; and
- Documentation and reporting of analysis including description of measurement request; measurement data; NDA techniques used; analysis, constraints and results.

The contractor shall provide Model 12B Cylinder Transport Support services to the Centrus/ACP. The contractor shall provide services to receive perform receipt inspection, accountability weigh, Health Physics (HP) survey, process/document and transport and deliver both empty and full Model 12B cylinders to ACP on an as-requested basis.

The contractor shall provide Nuclear Materials Control and Accountability (NMC&A) Support to the Centrus/ACP Lead Cascade program. Such support shall include:

- Authorizing/Processing Nuclear Material Receipts (Tally-In);
- Authorizing/Processing Nuclear Material Shipments (Tally-Out);
- Processing nuclear materials sample transfers;
- Processing other nuclear materials transfers (Internal);
- Review of possession limits; Monitoring of Inventory Quantities vs. Possession Limits; and Monitoring for Unauthorized Production/Enrichment Activities
- Review sampler system trap information;
- Performance of annual nuclear material inventory and reconciliation;
- Measurement control coordinator review activities;
- Review of Centrus/ACP nuclear materials control plans and procedures;
- Support for nuclear material accounting system;
- NMC&A mentoring of Centrus/ACP personnel;
- Resolution of indicators of missing nuclear material;
- Item control program;
- Record keeping; and

- Statistician Support.

The contractor shall provide Records Management-Document Control (RMDC) support to the Centrus/ACP RMDC support for the lead cascade in compliance with Centrus/ACP's Lead Cascade/Commercial Plant NRC License requirements.

The contractor shall provide Power Operations and administrative services to the Centrus/ACP. Electric power shall be supplied to major load centers at the plant. Costs shall be distributed based on usage of megawatt hours of electricity relevant to each plant (excludes power/electricity purchased directly for DOE or their contractors).

The contractor shall provide Dry Air Services to the Centrus/ACP. This includes providing operation and maintenance of the dry air production compressors and equipment. The costs of such O&M charged (distributed) to Centrus/ACP shall be determined by Centrus/ACP's usage per 1,000 cubic feet of dry air relative to the total usage of dry air by all users at the Portsmouth Site.

The contractor shall provide Raw Water to the Centrus/ACP.

The contractor shall provide Sanitary Water services to the Centrus/ACP. This includes softening, clarification, settling, disinfecting, filtration, post-chlorination and transmission of water through the sanitary distribution system. The costs of such activities charged (distributed) to Centrus/ACP shall be determined by Centrus/ACP's usage of 1,000 gallons of sanitary water relative to the total usage of water by all users at the Portsmouth Site.

The contractor shall provide Sanitary Sewer services to Centrus/ACP for processing of raw sewage at the X-6619 Sewage Treatment Plant. The costs of the services charged to Centrus/ACP shall be determined by Centrus/ACP's usage per 1,000 gallons of sewage treated relative to the total treatment of sewage by all users at the Portsmouth Site.

The contractor shall recover costs associated with company-level oversight and management of contractor provided services support to Centrus/ACP. This support includes Office of the President, Legal, Site-wide Interface, Compliance/Internal Audit, Finance and Accounting, External Affairs and Human Resources.

The contractor shall provide support for Centrus/ACP Oak Ridge Mass Spectroscopy to the Centrus/ACP. The contractor shall provide the following services:

- Supply and refurbish UF_6 standards sources at assay values specified by the Centrus/ACP STR (Estimated Quantity: up to ten per year);

- Provide miscellaneous mass spectrometry support service to include repairs to various components, including subassemblies and systems within the mass spectrometer and the routine repair of mass spectrometer ion optics, or ion chamber. Work may rarely include travel to the Centrus/ACP Oak Ridge facilities at Oak Ridge, Tennessee. (Estimated Quantity: up to six per year);

- Perform sample assay analysis and reporting of the U-tube sample results while following security protocol (estimated quantity: up to 25 per year); and

- Following sample analysis, unless otherwise directed, empty and clean sample tubes for return to the Centrus/ACP Oak Ridge facilities at Oak Ridge, Tennessee.

The contractor shall provide support to supply Natural Gas to Centrus/ACP. Centrus/ACP Natural Gas covers the cost of supplying natural gas provided by the DOE to Centrus/ACP leased heating systems (the GCEP boiler system). Support shall include labor, technical and professional services, materials and equipment to operate and maintain the X-2232E Natural Gas Supply System. Centrus/ACP shall be responsible for all operation and maintenance costs associated with the portion of the X-2232E after the last isolation valve, in Centrus subleased space, supplying the GCEP boiler system.

C.2.10.166 Depleted Uranium Hexafluoride Project (DUF6) Project with DOE

The contractor shall provide Government Furnished Services and items (GFS/I) type services to the Depleted Uranium Hexafluoride Project (DUF6) project at the Portsmouth site. The contractor shall provide support documentation to DOE for cost recovery of the services with its invoice to DOE. The contractor's invoice shall include detailed back up and summary information by work breakdown structure (WBS) element. Costs shall be collected in separate accounts for services provided in support of these scopes of work. The work shall be costed as agreed with DOE, such as direct charge, usage, or various allocation methods. Services will be requested via agreed upon means between DOE, the D&D contractor and DUF6. All services/work shall be performed in accordance with all applicable permits, laws, and regulations of the State of Ohio, the Federal Government, DOE Orders and all other codes, Standards, procedures, and requirements as applicable.

The contractor shall provide Fire Services/Emergency Management/Plant Shift Superintendent support, including:

- Provide Fire, Emergency Management/Plant Shift Superintendent (PSS) services support to DUF6 24 hours per day, seven days per week;

- Comply with the access control requirements for the DUF6 Technical Safety Requirements (TSR)-controlled areas/Category (CAT) 2 and CAT 3 Nuclear Facilities when such controls are put in place:

    - X-1300, Depleted Uranium Hexafluoride Project (DUF6) Conversion Building and associated facilities inside the DUF6 Conversion Facility Personal Protection Area (PPA);

    - X-1745A, Full Cylinder Staging Area; and

    - X-1745B, Empty and Heel Cylinder Staging Area.

FIRE SERVICES

- Provide emergency response to all DUF6 DOE area facilities:

    - X-745C, W DUF6 Storage Yard;

    - X-745E, NW DUF6 Storage Yard;

    - X-745G1, Cylinder Storage Yard;

    - X-1215, Vehicle Access House "A";

    - X-1220, Vehicle Access House "B";

    - X-1300, Conversion Building;

- X-1305, HF Storage Tank Area & Rail Spur;
- X-1310, Nitrogen Storage Area;
- X-1320, KOH Regeneration Building;
- X-1330, Hydrogen Supply System Area;
- X-1605, Service Water Pump House;
- X-1700, Warehouse/Maintenance Building;
- X-1745A, Full Cylinder Staging Area;
- X-1745B, Empty and Heel Cylinder Staging Area;
- X-1745C, Oxide Cylinder Staging Area and Rail Spur; and
- Various BWCS temporary facilities.

- Provide and maintain a Fire Protection and Prevention Program for DUF6 which meets requirements of DOE Order 420.1B Chapter II, *Facility Safety*, and that complies with applicable National Fire Protection Association (NFPA) codes/standards and the State of Ohio Fire Prevention Codes;

- During an emergency response to an aqueous hydrofluoric acid (HF) spill, the assignment of roles and responsibilities will be in accordance with DUF6 correspondence entitled "Assignment of Roles and Responsibilities during an Emergency Response to an Aqueous Hydrofluoric Acid Spill" dated October 26, 2009 (DUF6-UDS-LEX-09-00927);

EMERGENCY MANAGEMENT

- Provide and maintain an Emergency Management Program, which meets the intent of DOE Order 151.1C, *Comprehensive Emergency Management System*, and the Emergency Management Guide(s);

- Implement a graded site/facility/activity-specific, comprehensive, emergency management program;

- Emergency Management work will comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE Orders), unless relief has been granted in writing by the appropriate regulatory agency;

- Implement comprehensive emergency management requirements, as they apply to the site/facility/activity. General requirements will include the development and implementation of a comprehensive emergency management system;

- Minimize the consequences of all emergencies involving or affecting PORTS facilities and activities (including transportation operations/activities);

- Protect the health and safety of all workers and the public from hazards associated with BWCS operations, decontamination, decommissioning, and environmental restoration;

- Prevent damage to the environment;

- Promote effective and efficient integration of all applicable policies, recommendations, and requirements, including federal interagency emergency plans; and

- Participation in emergency response drills.

PLANT SHIFT SUPERINTENDENT (PSS)

- Provide a PSS/Incident Commander (IC) in accordance with the Site Emergency Plan that meets the intent of the applicable sections of DOE Orders 151.1C and 231.1A, *Environment, Safety and Health Reporting* and the RCRA Contingency Plan;

- Act on behalf of DUF6 for delegated emergency tasks in DUF6 Nuclear Hazard CAT 2 or CAT 3 Facilities, in the absence of DUF6. DUF6 shall not delegate non-emergency tasks to PSS;

- Serve as Incident Commander for all DOE/DUF6 classified and unclassified emergencies;

- Make emergency notifications in accordance with the Site Emergency Plan;

- Serve as the central point of contact for incident/event notification for all site activities and make notification to the designated DOE and applicable prime contractor management personnel;

- Serve as the central point of contact for incidents of safeguards and security concerns and make notification to designated security personnel;

- The PSS (or designee) will provide 24-hour per day, seven days per week emergency management support;

- The contractor Incident Commander will categorize and classify an event in a timely manner. Under most circumstances the categorization and classification of the event is completed as quickly as possible. Most events are classified within 15 minutes from the time of recognition, identification, or discovery. However, each event has its own dynamics and may exceed the 15-minute time frame on occasion;

- The PSS will serve as a continuous point of contact for projects requiring PSS support outside of normal operations. These projects may be specific in nature, requiring individual Security Plans that set forth appropriate requirements; and

- Assumes participation in three joint drills/exercises per year, two hours duration per drill with 15 contractor participants per drill.

The contractor shall provide cylinder yard equipment maintenance services, including periodic scheduled preventative maintenance and emergent maintenance and repairs, to DUF6 operations in Cylinder Yards X-745C, X-745E, and X-745G-1 for the following industrial vehicles:

- Two Allied Wagner NCH-35 cylinder haulers, property numbers P910263 and C900206;
- One Lift King Model LK200R industrial forklift, property number P910342;
- One Daewoo Model CMP50S industrial forklift, property number P910379; and
- One Ottawa Model 30 yard truck, property number P910385.

The contractor shall provide Nuclear Materials Control and Accountability (NMC&A) services to DUF6, including:

- General administration;
- Maintenance and program implementation;
- Program management;
- Procedure maintenance;
- Assessments;
- Accounting records maintenance;
- Perform DOE/NRC form 741, *Nuclear Material Transaction Report*, and 742, *Material Balance Report*, activities;
- Receipt of cylinders;
- Processing of cylinders;
- Nuclear Materials Management and Safeguards System (NMMSS) updates;
- Inventory reconciliation;
- Inventory/financial statements;
- Measurement control;

- Computerized NMC&A System administration;
- Tamper indicating device administration;
- NMC&A training;
- Technical support;
- Reporting incidents of security concern; and
- Provide qualified personnel.

NMC&A services provided by the contractor to BWCS are as follows:

- General - The contractor shall administer, maintain, and implement a program to control and account for nuclear materials present in cylinder storage yards X-745C, X-745E, and X-745G-1 (hereinafter referred to as the "Cylinder Management Facilities"). The program will meet the requirements specified in DOE Order (O) 474.2, Nuclear Material Control and Accountability;
- Program Management - The contractor shall maintain the already approved DUF6 NMC&A plan in order to implement NMC&A DOE order requirements and will ensure resources are in place to support NMC&A program implementation. This includes:
  - Revising the plan as necessary to support operation of the BWCS conversion facility;
  - Maintaining communication with BWCS, DOE-Oak Ridge Operations NMC&A team and DOE Headquarters elements to ensure accurate interpretation of requirements; and
  - Supporting BWCS and DOE field inspections/survey activities.
- Procedures - The contractor shall perform the following activities:
  - Maintain current procedures required to implement NMC&A requirements as listed in the DUF6 NMC&A plan;
  - Ensure NMC&A activities are proceduralized, including those activities necessary to account for nuclear material transactions and inventories and report them to BWCS and DOE offices; and
  - Review and comment on BWCS procedures.
- Assessments - The contractor shall perform the following activities:
  - Conduct self-assessments to verify field implementation of policies and procedures; and
  - Provide technical support to internal or external audits of the NMC&A activities.

- Accounting Records - The contractor shall perform the following activities:
    - Initiate and maintain records to document nuclear material inventory levels and transactions, including shipments, receipts, and transfers of materials; and
    - Maintain the capability to track materials such that individual items can be located in a timely manner.
- The contractor shall complete and distribute DOE/NRC Form 741, "Nuclear Materials Transaction Report" for all shipments, receipts, journal entries, or other transactions; and DOE/NRC Form 742, "NMMSS Report M-742- FAC-GBC-MON" consistent with the requirements contained in DOE M 470.4-6;
- The contractor shall provide NMC&A support for receipt of cylinders from ETTP;
- The contractor shall provide NMC&A support for the transfer and processing of UF6 cylinders in the BWCS conversion facility;
- NMMSS updates - The contractor shall transmit data to the NMMSS to document nuclear materials transactions and inventories, using appropriate reporting identification symbols (RIS), project numbers, assay codes, and other accounting codes specified for transaction to NMMSS;
- Inventory reconciliation - The contractor shall process physical inventory data (received from others) at specified frequencies and reconcile with material balance reports. The contractor shall resolve inventory differences or report discrepancies, which cannot be resolved to BWCS, and DOE per requirements contained in DOE O 470.4, Safeguards and Security Program. (BWCS will make the formal report.);
- Inventory/Financial Statements - The contractor shall provide data to DOE and BWCS finance organizations to support development of financial reports and statements for nuclear material assets at the Cylinder Management Facilities. This includes:
    - Electronic data of annual cylinder yard inventory in a Microsoft Access database format
    - Monthly detailed cylinder yard listings
- The contractor shall maintain oversight of systems used to measure nuclear material content, purity, and enrichment and will approve measurement procedures, monitor performance of control standard measurements, calculate limits of error, and establish measurement variances, if required;
- The contractor shall maintain a computerized database to control nuclear materials. This includes establishing proper software configuration controls to ensure the integrity of the data as well as developing and implementing access controls to prevent unauthorized access to nuclear material inventory information;

- The contractor shall administer a Tamper Indicating Device (TID) Program intended to detect compromise of nuclear material integrity. The contractor shall furnish the TIDs to BWCS for installation by BWCS personnel;

- The contractor shall provide training to BWCS personnel as necessary to implement NMC&A program requirements. The contractor shall provide copies of training records to the BWCS training coordinator when training is complete;

- The contractor shall provide NMC&A technical support to BWCS personnel to address topical issues;

- The contractor shall contact the BWCS Facility Security Officer (FSO) immediately to report potential Incidents of Security Concern (IOSC). The contractor shall assist the BWCS FSO in investigating IOSC;

- Contractor personnel providing NMC&A services for BWCS activities at the Portsmouth site shall possess the qualifications as applicable to the activity being performed. Qualifications may include education, process knowledge, DOE order familiarity, measurements/statistics (familiarity/capability), and training; and

- Contractor personnel performing work for this work package will not use their security clearance on behalf of BWCS. Contractor personnel performing work under this work package will not enter any cylinder management facility without both the permission of the facility manager and a BWCS escort.

The contractor shall provide railcar support services, including labor and mobile railcar mover equipment to move railcars from the drop-off point at PORTS to the DUF6 site and for positioning railcars at the DUF6 site, use of D&D contractor railcar mover, as needed, and preventative and emergent maintenance of DUF6 railcar mover as requested by DUF6.

The contractor shall provide sampling and analytical laboratory support services including labor and laboratory facilities, equipment, and material to provide sampling and analytical laboratory support services (including Non-Destructive Assay [NDA]) for the DUF6 site operations. The D&D contractor Sample Management Office will provide on-site laboratory support for radiochemical analysis, process gas analyses, classified material analyses, and organic/inorganic material analyses requiring short turnaround times. The appropriate laboratories shall be utilized for specialty analyses and analytical work exceeding the capacity of the on-site laboratory.

The contractor shall provide dosimetry support services to DUF6 to satisfy 10 CFR 835, *Occupational Radiation Protection*, requirements, including reports, consultation, and support for DUF6 dosimetry programs. The scope includes external and internal dosimetry support services as specified below:

- External dosimetry support services will include the following (in cooperation with the BWCS technical point of contact):

- Determine which BWCS employees and their subcontractors need external dosimetry;
- Be responsible for generating and distributing appointment notices through the BWCS technical point of contact for BWCS employees, subcontractors, and visitors;
- Provide dosimetry change outs for personnel and area dosimeters (Estimate 200 HBG and 125 NEU changed out quarterly);
- Provide appropriate packaging and handling of dosimetry for laboratory analysis; and
- Provide transit beta/gamma and neutron thermoluminescent dosimeters (TLDs) as required to monitor background radiation levels during transit of TLDs between BWCS and Oak Ridge National Laboratory (ORNL).

- Internal dosimetry support services will include the following:
  - Determine which BWCS employees, subcontractors, and visitors need bioassay samples (Estimate about 200 people performed quarterly);
  - Determine the suite of isotopes requiring analysis (U-234, U-235, and U-238);
  - Schedule workers for direct and indirect bioassays through the BWCS technical point of contact for BWCS employees and subcontractors;
  - Provide appropriate packaging and handling of bioassay samples for laboratory analysis; and
  - Coordinate the scheduling of in vivo monitoring with ORNL.

The contractor shall provide Laundry Services to DUF6. Laundry services include:

- Pickup and delivery of coveralls, undergarments, socks, towels, washcloths, gloves, totes, and jackets ;
- Shipping and receiving of laundry items to and from offsite vendors contracted by the contractor to wash, dry, sort, and fold;
- Maintaining a complement of laundry service that provides five sets of coveralls per person per week; and
- On an occasion basis, providing launderable anti-contamination (anti-C) clothing laundry service as required.

The contractor shall provide Power Distribution and Administration Services to DUF6. Electric power will be supplied to major DUF6 facility physical isolation points utilizing the existing electrical infrastructure.

Power operations and administrative services provided include:

- Power Distribution

  Site electrical power distribution is the responsibility of the contractor from the source to the first physical point of isolation up to and including the cable connectors/lugs or the weather head/drip loop at the point of attachment to the BWCS facilities. This includes conductors, poles, transformers, load centers, lightning arrestors, fuse cutouts and switches.

- Electrical Power Administration

  Switching electrical systems operating at primary voltages, including maintaining switching procedures and switching orders, providing qualified operators, and controlling the configuration of primary distribution systems, shall be the responsibility of the contractor. Distribution switching at secondary voltages within D&D contractor facilities will be self-performed. Distribution switching at secondary voltages within the DUF6 facilities will be performed by DUF6 facility personnel.

  The contractor shall provide switchyard services for electrical power services (13.8 kV, single phase or three phase) fed via temporary and permanent power connections to the DUF6 site from the PORTS X-530 Switchyard. D&D contractor switchyard services provided under this work authorization will be invoiced to DOE each month based upon actual megawatt-hour (MWH) of power usage determined by readings taken from the DUF6 site electrical power meters. The interface between the BWCS and the contractor for electrical power services will be in accordance with the Portsmouth Interface Control Document, X-G-ICD-001. Specific interface requirements include, but are not limited to, the following:

  - Electrical power for the DUF6 site will be transmitted through the PORTS power grid.

  - The contractor shall operate and maintain the electrical power equipment at the tie-in point in the X-530 Switchyard at breakers applicable DUF_6.

  - The contractor shall provide lockout / tag out (LOTO) protection on applicable DUF_6 breakers 1 as well as connected 13.8 kV air circuit breakers 1AM and 1BM on the DUF6 switchgear (for maintenance the 13.8kV air circuit breakers and feeders).

  - The contractor shall provide the DUF6 timely notification, generally not less than one week in advance, of any planned power outages and shall provide prompt notification of any emergent or imminent power system equipment failures, which the contractor reasonably believes, may adversely impact DUF6 site operations. The contractor is under no obligation to make available any specific amount of electrical power during the period of performance. If, for reasons within or beyond the contractor's control, electrical power is interrupted or

reduced to the DUF6 site, the contractor is under no obligation to make available a temporary power source while repairs are being implemented nor will the contractor be liable to BWCS or DOE for any loss or damage during or as a result of such outage or reduction.

- In the event of a feeder fault, the contractor will determine which feeder has faulted. If a DUF6 feeder has faulted, the BWCS will locate and isolate the fault, replace the malfunctioning section of the cable, and test the repaired cable before power is restored.

- The contractor and BWCS will jointly coordinate switching of applicable DUF_6 breakers to ensure reliability of the DUF6 switchgear and connected contractor electrical components.

- The contractor shall report the DUF6 power usage to the DOE by including the BWCS usage in the monthly Distributed Electrical Energy Program (DEEP) report.

- BWCS will allow temporary access to the electrical power meters located at the DUF6 site to allow contractor personnel to collect meter readings on a monthly basis, or more frequently, if requested. Contractor personnel will normally read the DUF6 site power meters during the last two working days of each month. Invoices submitted to DOE will reflect the cost of the contractor switchyard services for electrical power used from the current meter reading back through the previous meter reading.

- BWCS will retain control of the 13.8 kV underground feeder cable from the DUF6 site to applicable DUF_6 breakers and will be responsible for all newly installed manholes associated with the underground 13.8 kV feeder cables. BWCS will maintain all underground 13.8 kV feeders and connected transformers and switchgear, including all relay protection on transformers and switchgear, installed or located within the DUF6 site.

- The addition of electrical loads at the DUF6 site greater than those included in the initial site calculation will require concurrence from the D&D contractor.

The contractor shall provide Raw Water services to DUF6. These services include pump and distribute water to BWCS from wells at the Portsmouth Site, up to and including the Plant's water treatment plant and the water distribution system.

The contractor shall provide Sanitary Water services to DUF6. These services include operation and maintenance of the existing sanitary water treatment and distribution systems including water for the DUF6 firewater system. The contractor shall soften, clarify, settle, disinfect, filter, post chlorinate, and pump water to DUF6.

The contractor shall provide sanitary sewer services to DUF6. These services include, but are not limited to, the operation and maintenance of the existing sewage treatment and collection systems at the site and processing of raw sewage from DUF6 facilities and DUF6 process waters at the X-6619 Sewage Treatment Facility.

The contractor shall provide support to supply natural gas to DUF6 for DUF6 leased heating systems and other systems. Support shall include the labor, technical and professional services, materials and equipment to operate and maintain the X-2232E Natural Gas Pipeline Supply System.

Natural gas will be supplied on a 24-hour per day seven days per week basis; however, operational support and maintenance will only be available 10 hours per day, four days per week for standard operations.

NATURAL GAS:

DOE will provide the natural gas used by the BWCS DUF6 Conversion Facility at its actual cost plus the required mark-up per DOE Order 522.1. The contractor shall perform monthly meter readings and determine contractor usage. BWCS will pay for the natural gas used based on the actual metered usage and a line loss factor determined by the natural gas supplier. The cost of the natural gas is not included in this work package.

MAINTENANCE AND OTHER SERVICES:

The contractor shall provide all labor, technical and professional services, supervision, and materials and equipment for the operation of the X-2232E Natural Gas Pipeline System. BWCS will be responsible for all operation and maintenance costs associated with the portion of the X-2232E Natural Gas Pipeline system after the last isolation valve, in BWCS space.

C.2.10.168 EEOICPA/Work Advocacy (ND.PO.01.01.07.01)

The contractor shall support DOE compliance with the Energy Employees Occupational Illness Compensation Program (EEOICP). When direction comes from DOE-Headquarters Office of Legacy Management via DOE-PPPO, the contractor shall retrieve, copy, and provide copies of documents related to the Portsmouth site, past operations, and exposure records and employment records for the current and past employees of the following prime contractors to DOE and their subcontractors:

- Fluor-BWXT Portsmouth LLC (FBP);
- Wastren-EnergX Mission Support, LLC (WEMS);
- Restoration Services, Inc. (RSI)
- BWXT Conversion Services, LLC (BWCS);
- USEC (2001-2011) (cold standby);
- Los Alamos Technical Associates and Parallax Portsmouth (LATA/LPP) (June 27, 2005 - September 30, 2009) (remediation);
- Theta Pro2Serve Management Company (TPMC) (June 27, 2005 – March 15, 2010) (remediation);
- Bechtel Jacobs Company LLC (1998-June 27, 2005) (remediation);
- Lockheed Martin Energy Systems, Inc. (1995-1998);
- Martin Marietta Energy Systems (1986-1995); and
- Goodyear Atomic Corporation (1954-1986).

The contractor shall provide support documentation to DOE for cost recovery of the services.

C.2.10.171 OSWDF Program and Project Management (EM.PO.05.01.05.05)

The contractor shall perform project management of the On-Site Waste Disposal Facility (OSWDF) cell placement and support operations. Project management shall provide support in cell operations as well as OSWDF utility and support operations; including operation and maintenance of the Impacted Material Transfer Area (IMTA), IMTA Haul Road, and load-out area.

The project management of the OSWDF shall include the following activities:

- Incorporate the core functions and principles of the Portsmouth Gaseous Diffusion Plant (PORTS) Integrated Safety Management System (ISMS) into all aspects of OSWDF placement and support operations;
- Modify and update any work/operational plans that will direct the scope of OSWDF cell and support operations execution;
- Establish or update protocols and criteria that will guide the implementation of operation activities and establish guidelines for projectization of these activities;
- Coordinate with Project Management and execute OSWDF operational milestones;
- Acquire information to support remediation activities;
- Provide project status reports, as required;
- Maintain, review, modify, and enforce policies and procedures, as required;
- Maintain regulatory and project documentation;
- Ensure project and worker conformance to regulatory requirements, site procedures, and scopes of work;
- Establish and implement project controls;
- Execute the Earned Value Management System (EVMS) employed across the PORTS D&D Project, including self- certification and self-surveillance for compliance with the Earned Value Management System;
- Monitor earned value, management reserve, schedule, variance, and risk management;
- Develop and maintain an operations schedule and resource-loaded schedule;
- Report on technical performance analyses and Corrective Action Plans for variances to operational schedule objectives;
- Identify, quantify, and mitigate operational scope, cost, and schedule risks as part of a Risk Management Plan; and
- Maintain appropriate change control processes for the approved technical, cost, and schedule baseline.

C.2.10.172 Asset Recovery

Reserved

C.2.10.173 Additional In-Scope Task Orders (CLIN 0009 & CLIN 00013)

Additional in-scope work necessary to complete the Portsmouth D&D project may be ordered pursuant to Section H.59, *Ordering Procedures*. This work is anticipated to be added to the contract as specific Task Orders and incorporated in Section J, Attachment 22 and shall be performed in compliance with all other applicable terms of the contract, including but not limited to ESH&Q, safety, waste management, project management, etc. The Task Order scope statements, milestones, contract type and other terms and conditions such as applicable performance based incentives (objective fee) will be incorporated into Section J Attachment 22, *Task Orders*. The value of each order will be added to Section B. If the Task order is issued as CPAF, the subjective evaluation of performance will be accomplished pursuant to the PEMP incorporated in Section J, Attachment 21.

Waste placement or other specific activities, described in Section C, added as the result of Task Orders will be priced and incorporated in the scope of the Task Order. The unit of measure will be defined in the Request for Task Order. Task Orders will encompass impacts to all PWS sections and be incorporated in the FFP.

ATTACHMENT 3

Section E, *Inspection and Acceptance*

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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E.6 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (REVISED) 4

E.4 FAR 52.246-2, INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)

(a) Definition. “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(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, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor’s or subcontractor’s premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance

corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time—

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(1) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in paragraph (l)(1) or (l)(2) of this clause

and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

E.5 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 re-performance, 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.6 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999) (REVISED)

The Contractor shall comply with the higher-level quality standard selected below:

- Quality Assurance Program (based on American Society of Mechanical Engineers (ASME) publication NQA-1 2008, *Quality Assurance Requirements for Nuclear Facility Applications*, including 2009 addenda for Deactivation and Decommissioning (D&D).

- EM-QA-001/R1 EM Quality Assurance Program and DOE O 414.1D, Quality Assurance.

ATTACHMENT 4

Section F, *Deliveries or Performance*

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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F.1 PERIOD OF PERFORMANCE

(a) The Period of Performance of this contract includes:

(1) The Contract Transition Period is from September 14, 2010 through March 28, 2011. If necessary, the Contracting Officer (CO) may direct a change in the contract transition period;

(2) Base Period – Five (5) year performance period (March 29, 2011 through March 28, 2016);

(3) 30-Month Period – The (initial) 30-month option period, as exercised, extends the term of the contract from the end of the base contract period for a period of thirty (30) months years in accordance with the Section I clause, *Option to Extend the Term of the Contract*; and

(4) 30-Month Period – The (final) 30-month option contract period, if exercised, shall extend the term of the contract from the end of the (initial) 30-Month period (September 30, 2018) for a period of thirty (30) months (beginning October 1, 2016 and ending March 28, 2021) in accordance with the Section I clause, *Option to Extend the Term of the Contract*.

(b) The maximum period of performance for the contract including the option period(s), shall not exceed March 28, 2021, unless the CO authorizes continuing services in accordance with Section I clause, FAR 52.217-8, Option to Extend Services.

(c) The period of performance for the Recovery Act work specified in Section C shall be for the period of performance beginning at the end of the transition period through September 30, 2011.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is the Portsmouth site, near Piketon, Ohio, and other facilities as directed by the CO.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)

(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 allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order 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 Termination 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, the estimated cost, the fee, or a combination thereof, and in any other terms of the Contract that may be affected 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 allowable to, the performance of any part of this Contract; and

(2) The Contractor asserts a claim for 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 asserted 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.4 EMCBC-F-1001 DELIVERY SCHEDULE

Section C.4, Table C-2 **Summary of Contract Deliverables** summarizes the specific products the contractor shall submit to DOE, the type of action DOE will perform, and the date/timeframe that the contractor is requested to deliver product.

Deliverables or requirements of other provisions/clauses/directive or Section J Attachment of the contract not listed above, are considered contract deliverables, and the contractor shall also provide to the CO and/or complete those items under the authority of the contract. The contractor shall be responsible for the compliance with all applicable standards, orders, and regulations under the contract.

F.5 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984) (Firm-Fixed Price)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract; or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly.

Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

ATTACHMENT 5

Section G, *Contract Administration Data*

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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G.5 CORRESPONDENCE, REPORTS, AND DELIVERABLES

The following requirements apply to submission of all correspondence, reports, and data deliverables:

(a) The contractor shall ensure that all correspondence, reports, and deliverables are as follows:

(1) Signed by the appropriate authority for the document(s);

(2) Addressed to either the CO (contracting issues) or COR (technical issues) listed above;

(3) Authored and signed by managers aligning with DOE CO or COR above;

(4) Include in the subject line the contract number, deliverable number or DOE Order/Directive/Regulation, contract line item number (CLIN), brief description of the subject, and required DOE action (Approval or Information);

(5) Legible and sequentially numbered; and

(6) Written in clear, concise English.

(b) The contractor shall prepare transmittals as follows:

(1) Cover letter that identifies the contract by number, author, deliverable(s) (including deliverable item number or report requirement), and date; and

(2) Text on standard 8 ½" x 11" letter size paper (one-way foldouts or larger sizes may be included with report text).

(c) The contractor shall electronically authorize/sign and submit all correspondence, reports, and deliverables as follows:

(1) Electronic format as a searchable PDF and original software copy for uploading to the DOE automated records system (i.e., Livelink) to the distribution list in Section G.2 and one hard copy delivered to the DOE Administrative Assistant for correspondence. All electronic files shall be editable and have all functions normally available in the software in which the data were originally generated. The contractor shall also provide a list of the electronic files that are being provided, along with a designation of the software used. The submission shall also state which contract deliverable. In the event the contractor uses an internal proprietary software package, a copy of the software shall be provided to DOE.

(2) All distributions shall be completed electronically utilizing email addresses.

(3) The subject line of the e-mail shall contain the following: contract number, contractor letter number, deliverable number or DOE Order/Directive/Regulation, brief subject of the document, and required DOE action (Approval or Information). E-mail subject lines shall be 70 characters or less using abbreviations as needed.

(d) The contractor shall develop and implement configuration control over all electronic correspondence files, including a correspondence numbering system. The contractor shall maintain configuration control over changes to information provided by DOE or Government contractors, including but not limited to drawings, specifications, electronic files, letter reports, calculations, analysis reports, etc., as appropriate, using the contractor's established policies and procedures that are in compliance with all National Archives and Records Administration and DOE requirements. The contractor shall assign its own identifying number to information that it either creates or changes.

G.6 SUBMISSION OF VOUCHERS/INVOICES

a) VIPERS. The contractor is required to submit payment invoices and supporting documentation electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS) which is accessible at http://finweb.oro.doe.gov/. Detailed instructions on how to enroll and use the system are provided on the web page.

The website provides the vendor the following system capability, required EFT banking form/information and instructions:

(a) Logon to VIPERS
(b) Request Access
(c) Vendor Banking Data Form
(d) Registration
(e) Invoice Status
(f) Electronic Invoicing

In addition to VIPERS, the contractor is required to submit payment invoices and supporting documentation on compact disc(s) (CD) to the Invoice Coordinator or designee.

b) Cost Invoices. The contractor shall submit invoices (Standard Form 1034 located at http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF) in accordance with the FAR Limitation of Funds clause in Section B.6 and the FAR payment clause in Section I of the contract. The contractor shall separately identify costs in its invoice with each applicable appropriation in accordance with the contracts accounting and appropriations data. In accordance with Table C.2, Deliverable 62 of the contract, the contractor will submit cost invoice summaries at WBS Level 6 with supporting documentation at WBS Level 7, no more than monthly.

The contractor is required to submit Project Performance Reports (PPR) in accordance with Table C.2, Deliverable 40 of contract on a monthly basis

reconciled to the invoice(s) submitted for payment. The PPR period must match that of the invoice period(s) and must be received by DOE at the same time as the submission of the final monthly invoice.

The contractor shall separately identify the value of services that are credited against previously transferred uranium materials as described in Section H.42.

The contractor shall provide invoice support back-up and summary information by work authorization to DOE for full cost recovery (including appropriate project support costs) for the services provided under CLIN 007. This is to facilitate DOE's allocation of cost to other Site Contractors for services provided.

c) Fee Invoices. Contractor may invoice monthly for base and fixed fee payments in accordance with B.5. The contractor may submit invoices for quarterly provisional award fee payments consistent with B.5. Upon the FDO's final determination of the earned award fee for the evaluation period, the Contractor will invoice the actual dollar amount of the determination minus provisional fee payments paid during evaluation period to reconcile fee invoice. Should the amount of the final FDO determination be less than what was previously provisionally paid; the Contractor will credit DOE on the following invoice. The FDO may authorize payment of an objective PBI once performance is complete and evaluated. Performance reviews will be conducted on a semi-annual basis during the evaluation period to review Contractor's performance against the PWS, established award fee criteria and performance based incentives in the Award Fee Plan. Feedback will be provided to the contractor as a result of these semi-annual performance reviews.

d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount of the withholding, adjustment or reduction.

e) Nothing in this provision shall affect the rights of either the Government or the contractor under the Section I clause, FAR 52.232-25, *Prompt Payment*, of this contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this contract.

f) In addition to the CD and electronic invoice submission the contractor shall submit one hard copy of the invoice, including all supporting documentation to the Invoice Coordinator. The mailing address is:

United States Department of Energy
Portsmouth/Paducah Project Office
ATTN: Gary Bumgardner, Invoice Coordinator
3930 US Route 23 S. Perimeter Rd.
Piketon, OH 45661

g) Process for Invoicing Work Debited from the Uranium Transfer (Barter) Value.

1) **Normal invoice preparation, including SF1034 (Invoice form).**

2) For costs **less than or equal to** the remaining balance of the uranium transfer (barter) value, **do not submit** an invoice, supporting documentation or supplemental documentation **to DOE's electronic payment system ORFSC/VIAS/VIPERS (VIPERS)**. Send all electronically to DOE PPPO Contracting Officer and Invoice Coordinator.

   DOE will then review the invoices for questions; attempts to resolve any such questions, and then DOE's Contracting Officer (CO) will provide written provisional approval via electronic mail to debit the approved amount against uranium transfer (barter) value. This amount will be equal to the invoiced costs minus any costs subject to additional DOE review and resolution by DOE and the contractor.

3) For any costs **exceeding** the remaining balance of the uranium transfer (barter) value, submit an invoice with supporting documentation and supplemental documentation, including a note as to the amount to VIPERS as follows:

   a) The SF1034 should state only the amount **exceeding** the uranium transfer (barter) value.

   b) The VIPERS entry should only be for the amount above the uranium transfer (barter) value balance. The supporting documentation and supplemental documentation submitted with the VIPERS invoice should include the complete amount due for the invoice, with a note in the supporting documentation that the amount available in the uranium transfer (barter) value is being debited.

      The Contracting Officer will notify the contractor electronically when the invoice has been approved by VIPERS.

      Example: The invoice is for $10M. There is $6M in the Transfer Credit account. A VIPERS invoice submitted to ORFSC for 1034 amount of $4M. The supporting and supplemental documentation provided for the full $10M invoice includes the statement that the $6M is proposed as a debit against the remaining uranium transfer value.

      The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in Section C:

   c) Process for Invoicing for Recovery Act work

      The contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the Recovery Act program and project values level of the following accounting and appropriations data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9
Numerical Characters	05998	2009	33	490811	25200	1111364	2002130		
Level Name	Fund	A	Allotee		Object Class	Program	Project	WFO	Local Use

The contractor shall certify in each invoice that the costs included in the invoice for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with Section C. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices.

G.8 EMCBC-G-1001 BILLING INSTRUCTIONS - (applies to Fixed Price CLINs only)

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered. The Standard Form can be found on the General Services Administration (GSA) website at http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF.

For Firm-Fixed-Price (FFP) CLINs, the Contractor shall be paid not more frequently than a monthly basis by the Government. Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at http://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the contractor. Do not submit a paper copy of the voucher.

The contractor shall submit one hard copy of the invoice, including all supporting documentation to the Invoice Coordinator. The mailing address is:

United States Department of Energy
Portsmouth/Paducah Project Office
ATTN: Gary Bumgardner, Invoice Coordinator
3930 US Route 23 S. Perimeter Rd.
Piketon, OH 45661

G.9 EMCBC-G-1002 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

ATTACHMENT 6

Section H, *Special Contract Requirements*

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

CHANGES FROM CURRENT BASE CONTRACT ONLY

H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(A) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by the end of the 90 day Contractor Transition Period identified in Section F.1(a)(1), a Contractor Employee Compensation Plan (to be submitted during contract transition only) demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components:

(1) Philosophy and strategy for all pay delivery programs.
(2) System for establishing a job worth hierarchy.
(3) Method for relating internal job worth hierarchy to external market.
(4) System that links individual and/or group performance to compensation decisions.
(5) Method for planning and monitoring the expenditure of funds.
(6) Method for ensuring compliance with applicable laws and regulations.
(7) System for communicating the programs to employees.
(8) System for internal controls and self-assessment.
(9) System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis

(B) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services." DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(C) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

(1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts; and planned distribution of funds for the following year.

(2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM), per FAR 52.204-10.

(3) An Annual Compensation and Benefits Report no later than March 1 of each year in iBenefits or its successor.

(D) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for employees in accordance with applicable law, the terms and conditions of this Contract, including Clause H.5, Special Provisions Applicable to Workforce Transition and H.4, Employee Compensation: Pay and Benefits, applicable collective bargaining agreement(s), and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Pay.

(a) For at least the first year of the term of this Contract, the Contractor shall provide equivalent pay to the following employees hired by the Contractor as compared to pay provided to those employees by the LPP Incumbent Contractor, TPMC, UDS, and/or USEC:

(1) LPP Incumbent Employees hired by the Contractor;

(2) USEC Incumbent Employees hired by the Contractor,

(3) USEC Employees hired by the Contractor for positions or to perform functions for the Contractor that are substantially equivalent to the positions held or functions performed for USEC at the Portsmouth Gaseous Diffusion Plant Site; and

(4) For at least the first year of the term of this Contract, the Contractor shall provide equivalent pay to the following employees hired by the Contractor as compared to pay provided to those employees by the LPP Incumbent Contractor, TPMC, UDS, and/or USEC:

(b) All other employees hired by the Contractor shall receive pay which is competitive with the industry from which the Contactor recruits its employees, and in accordance with the terms and conditions of this Contract, any applicable collective bargaining agreements(s) and applicable law, including section 4(c) of Service Contract Labor Standards, as applicable.

(2) Pension and Other Benefits. The Contractor shall provide a total package of benefits to LPP Incumbent Employees, USEC Employees, USEC Incumbent Employees, TPMC Employees, and UDS Employees, and all other employees who are hired by the Contractor in accordance with the terms and conditions of this Contract, any applicable collective bargaining agreement(s), and applicable law. Comparability of the total benefit package shall be determined by the CO in his/her sole discretion.

(3) Cash Compensation

(a) The Contractor shall submit the below information, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract

(1) Any proposed major compensation program design changes prior to implementation.
(2) Variable pay programs/incentives. If not already authorized under Appendix A of the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
(3) In the absence of departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund:

- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed .8 percent in total.
- The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.

- Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.
- Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed upon employment categories. No presumption of allow ability will exist for employee job classes that exceed market position.

(4) If a Contractor does not meet the criteria included in (3) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allow ability. The CIP should include the following components and data:

(a) Comparison of average pay to market average pay.
(b) Information regarding surveys used for comparison.
(c) Aging factors used for escalating survey data and supporting information.
(d) Projection of escalation in the market and supporting information.
(e) Information to support proposed structure adjustments, if any.
(f) Analysis to support special adjustments.
(g) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
(h) A discussion of the impact of budget and business constraints on the CIP amount.
(i) Comparison of pay to relevant factors other than market average pay.

(5) After receiving DOE CIP approval or if criteria in (d)(3) above was met, contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

(6) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial Contract award and when Key Personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).

(b) The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as indicated in (6) above. The base salary reimbursement level for the top Contractor official establishes the maximum allowable base salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviation must be approved by the Contracting Officer.

(c) Severance Pay is not payable to an employee under this Contract who:
(1) Voluntarily separates, resigns or retires from employment,
(2) Is offered employment with a successor/replacement Contractor,
(3) Is offered employment with a parent or affiliated company, or
(4) Is discharged for cause.

(d) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(E) <u>Pension and Other Benefit Programs</u>

(1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction or until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the Contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs will not be allowable.

(2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.

(a) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (a) and (b) below. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey Comparison Method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs.

(b) The Ben-Val, every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post-retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources and,

(c) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.

(d) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived in writing by the Contracting Officer.

(e) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per

capita cost range or total benefit cost as a percent of payroll, unless waived in writing by the Contracting Officer.

(f) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range or percent of payroll as approved by the Contracting Officer.

(g) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

(h) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.

(i) Each contractor sponsoring a defined benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (g)(6) below for Pension Management Plan requirements)

(j) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(F) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

(2) Except for Commingled Plans in existence as of the effective date of the contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to Separate Plans at the time of new contract award or the extension of a contract.

(G) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

(2) Each Contractor defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the Contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the Contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

While there is no requirement to submit a full scope audit for defined Contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

(3) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets for a Separate Plan.

(4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.

(5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(6) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31st of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request.

Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues or concerns.

(H) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

(1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than at the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(2) Contractors that sponsor multi-employer DB pension plans will be reimbursed for pension contributions in the amounts necessary to ensure that the plans are funded to meet the annual minimum requirement under ERISA, as amended by the PPA. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of November, the Contractor requesting above the minimum may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 day after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the HCA when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(I) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

(1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.

(2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.

(3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(J) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

(1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:

(a) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
(b) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
(c) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
(d) the Summary Plan Description; and,
(e) any such additional information as requested by the Contracting Officer.

(2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable (see E(1) above). The justification must:

(a) demonstrate the effect of the plan changes on the contract net benefit value or per capita benefit costs,
(b) provide the dollar estimate of savings or costs, and
(c) provide the basis of determining the estimated savings or cost.

(K) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

(1) No further benefits for service shall accrue.

(2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.

(3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

(4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.

(5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(L) Terminating Plans

(1) DOE Contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.

(2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.

(3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.

(4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency

directly to DOE according to a schedule of payments to be negotiated by the parties.

(5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.

(7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the contractor may stipulate to a schedule of payments.

(M) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(N) Definitions

(1) Commingled Plans. Cover employees from the contractor's private operations and its DOE contract work.

(2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.

(3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.

(4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant’s account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant’s account.

(5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.

(6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.

(7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.

(8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.

(9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.5 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

(A) Training. The Contractor will establish a training program specifically for the purpose of training individuals pursuant to Clauses H.3(A)(1)(c), H.3(A)(2)(b)(ii) and (c)(iii), and H.3(A)(3)(a). The one-time training program will be provided to individual employees and will not exceed six months in duration and $5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.

(B) Benefit Plans. The Contractor shall provide pension and other benefit plans, to Grandfathered Employees and Non-Grandfathered Employees hired by the Contractor and service credit for leave as set forth below:

(1) Grandfathered Employees. Grandfathered Employees shall be provided pension and other benefits in accordance with applicable law, any applicable collective bargaining agreement(s), and the provisions of the BJC MEPP, the BJC Multiple Employer Welfare Arrangement (MEWA) and other existing benefit plans for Grandfathered Employees. Within 90 days after the Notice to Proceed, the Contractor shall become a sponsor/participating employer of the BJC MEPP, the BJC MEWA, and other existing benefit plans (or comparable successor plans if continuation of the existing plans is not practicable) including post retirement benefit (PRB) plans, as applicable, for Grandfathered Employees and retired plan participants, with responsibility for management and administration of these plans. The Contractor shall also have responsibility for maintaining the qualified status of the plans.

No employee who qualifies as a Grandfathered Employee under the BJC MEPP shall lose the right to participate in the BJC MEPP as a result of this transition.

(2) Non-Grandfathered Employees. Non-Grandfathered Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with this Contract, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Act.

(3) Service Credit For Leave.

(a) For LPP Incumbent Employees, TPMC Employees, and UDS Employees hired by the Contractor pursuant to Clauses H.3 (A)(1)(a), (b), and (c), and (A)(2)(c), the Contractor shall carry over the length of service credit for leave as well as leave balances accrued as of the date these employees are hired by the Contractor. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement(s) and applicable law;

(b) For USEC Incumbent Employees hired by the Contractor pursuant to Clauses H.3(A)(1)(a), (b), and (c); (B)(2)(a) and (b); and (A)(3)(a), the Contractor shall carry over the length of service credit from USEC for purposes of determining rates of accruing leave for these employees. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement(s) and applicable law; and

(c) For all USEC employees hired by the Contractor other than those above in paragraph (b), the Contractor shall carry over the length of service credit for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement(s) and applicable law.

(4) Service Credit for Fringe Benefits Other Than Leave. Consistent with the terms of the applicable benefit plan(s), the Contractor shall credit all LPP Incumbent Employees, TPMC Employees, USEC Incumbent Employees, and UDS Employees hired by the Contractor under this Contract with their current length of service toward fringe benefits, which also includes retirement benefits and severance pay. Consistent with the terms of the plan(s), the transition of the employees during the first six months of the Contract from the LPP Incumbent Contractor, TPMC, UDS, and USEC to the Contractor shall not constitute a break in service under the plan(s). Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to Clause H.4(E)(3)(d).

(C) Administrative Agreements with Lead Sponsor. The lead sponsor (BJC) or a lead sponsor successor of the BJC MEPP, BJC MEWA and other benefit plans in which the Contractor and BJC or a lead sponsor successor are participating employers/sponsors, shall have primary responsibility for management and administration of these plans. BJC or a lead sponsor successor shall provide management and administrative services for the Contractor for the BJC MEPP, BJC MEWA, and other benefit plans in which the Contractor and BJC or a lead sponsor successor are participating employers/sponsors. The Contractor shall enter into administrative agreements with the lead sponsor, BJC, or a lead sponsor successor, for the management and administration of these plans. The agreements and costs contained therein shall be subject to the approval of the Contracting Officer.

(D) Annual Actuarial Evaluations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract consistent with the plan documents. The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.

(1) Meeting Test Requirements. The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the BJC MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BJC MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employee segments that may not meet testing requirements for the current plan year and the following plan year.

(2) Failure to Meet Test Requirements. In the case of employer segments for which the approved threshold factors described in Paragraph (C)(1) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the segment's status for testing purposes.

(E) Withdrawal from the BJC MEPP. In addition to the requirement in Clause H.4 (G)(7), the Contractor shall not withdraw from the BJC MEPP or the BJC MEWA without the consent of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.

(F) Changes to the BJC MEPP. In addition to any other provisions of this Contract, including but not limited to Clauses H.4(G)(6) and (7), any changes or amendments to the BJC MEPP are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).

(G) Equivalent Benefits to the BJC MEWA. Subject to the approval of the Contracting Officer and to the extent consistent with any applicable collective bargaining agreement(s) and applicable law, the Contractor may provide equivalent benefits to those benefits provided under the BJC MEWA to Grandfathered Employees.

(H) Change in Name. The name(s) of the BJC MEPP, the BJC MEWA, and other benefit plans may change as a result of the change in lead sponsorship of these plans. Any references to the BJC MEPP, the BJC MEWA, and other benefit plans contained in this Contract apply to these plans as renamed.

H.7 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

(A) If this Contract expires or terminates and DOE has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the UCOR MEPP, the UCOR MEWA, or any other benefit plans(collectively, the “Plans”), covering active or retired Grandfathered Employees or Non-Grandfathered Employees with respect to employees at the Portsmouth and Paducah Gaseous Diffusion Plant Sites, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the Plans consistent with direction from the Contracting Officer. If a Comingled plan is involved, the Contractor shall:

(1) Spin off the DOE portion of any Comingled Plan used to cover employees working at the DOE facilities in a separate plan. The new plan will normally provide benefits similar to those provided by the Comingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

(2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(B) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and/or primary sponsor and/or assumes partial or primary responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

(1) Subject to subparagraph (B)(2) below, and notwithstanding any legal obligations independent of the Contract, the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain a sponsor/participating employer of the Plans, in accordance with applicable legal requirements.

(2) The Contractor and DOE shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

(3) In the event a transfer of assets in the UCOR MEPP is determined to be necessary, the contractor shall cooperate fully in the transfer of any assets in a manner consist with any fiduciary duty, applicable law and subject to the approval and direction of the Contracting Officer."

H.8 LABOR RELATIONS

(A) The Contractor shall respect the right of employees to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

(B) The Contractor shall submit its economic bargaining parameters to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of this Contract.

(C) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1, DEAR Subpart 970.2201, and all applicable Federal and state labor relations laws.

(D) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into the Contract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (D) in any subcontracts.

(E) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the Contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest, including, but not limited to, organizing initiatives, unfair labor practice charges or complaints, work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

(F) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.

(G) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.

(H) The Contractor shall provide the Contracting Officer with a “Report of Settlement” after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations module (GCLR) of DOE’s iBenefits

reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications

(I) The Contractor shall provide to the Contracting Officer a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated, and all final step grievances. The Contractor shall immediately provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:

1. List of all final step grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
2. A brief description of issues regarding each grievance;
3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.

(J) Consistent with applicable labor laws and regulations for that work that is being performed by members of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union (USW) on the effective date of this Contract, the Contractor agrees to initially consult with USW regarding the initial terms and conditions of employment and to recognize USW as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by USW members and is covered in the scope of this Contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing LPP, TPMC, UDS, and USEC collective bargaining agreement(s) for work at the Portsmouth Gaseous Diffusion Plant Site.

H.9 WORKFORCE RESTRUCTURING

(a) The Contractor shall regularly analyze workforce requirements and develop appropriate workforce transition strategies consistent with DOE policy, as set forth in DOE O 350.3 and Secretarial Guidance, as may be revised from time to time, to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

(b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site.

(c) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (d), if either of the following conditions are met within a rolling 12-month period:

(1) The Contractor intends to reduce its workforce by 50 or more employees through involuntary separation; or

(2) The Contractor intends to reduce its workforce by 100 or more employees, whether through voluntary or involuntary separation actions, or a combination of such actions.

(d) The Contractor's Specific Plan shall set forth how the Contractor will conduct its workforce restructuring action at the site in a manner that meets DOE policy objectives as set forth in DOE Order 350.3, and be submitted to the Contracting Officer for approval at least 60 days in advance of the first communication planned to be given to the employees and public. The models for Contractor Self-Select Voluntary Separation Plan and Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension. If the Contractor determines it will be necessary to conduct a voluntary separation program likely followed by an involuntary separation, the Contractor may combine the Self-Select Voluntary Separation Plan and the Involuntary Separation Plan into one Specific Plan for submission to the Contracting Officer.

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

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

(g) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) when the involuntary separation action(s) will affect 50 or more contractor employees within a rolling 12-month period. The analysis shall be submitted to the DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation, and may be used by DOE in determining cost allowability.

(h) For workforce reductions that do not meet the conditions set forth in paragraph (c) above, the Contractor shall provide such notification as the Contracting Officer directs. The notification shall include affected job classifications, numbers of employees affected, and actions taken to assist the employees to find other employment or otherwise lessen the effect of the involuntary separation.

(i) The Contractor shall ensure it does not hire or rehire individuals who volunteered for termination during a Self-Select Voluntary Separation Plan, at any DOE or NNSA site, during the one-year period following the separation. If an employee is hired or rehired prior to the one-year period, the employee may be required to

pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Voluntary Separation Plan.

(j) Contractor(s) must provide actual and projected workforce reductions on an annual basis, no later than March 15th of each year, as set forth in the iBenefits system (https://ibenefits.energy.gov), or its successor.

H.10 OVERTIME CONTROL PLAN

POLICY: Pursuant to FAR 22.103-2, *Policy,* the contractor is encouraged to complete performance of work without the use of overtime.

DEFINITIONS: FAR 22.103-1, *Definition*, defines a normal workweek as 40 hours. The contractor's *Overtime Control Plan*, must balance use of overtime with other alternatives, including the hire of additional personnel in a workplace that is safe and promotes the health of employees. Overtime, is defined as time worked by an employee in excess of the employee's normal work week.

As defined for this contract, FAR 2.101, *Definitions*, 52.222-2 *Payment for Overtime Premiums,* overtime and overtime premium is defined as the difference between the contractor's median payroll without any additional hours of work past the normal work week, exclusive of shift differential, and the total payroll for each six month period. Median payroll is defined as the annual base salary of all employees exclusive of any overtime. Overtime total costs are to be calculated semi-annually and annually for submission to the CO along with the same calculation in terms of dollars and hours used for the *Semi-annual Report on Overtime Use.*

OVERTIME THRESHOLDS: FAR 52.222-2, *Payment for Overtime Premiums*, paragraph (a) limits the aggregate overtime dollars, as defined herein as a percentage of median payroll, to 2% for non-represented employees (supervisors/managers/etc.) and 10% for represented (union) employees.

REPORTING & APPROVAL: The *Total Compensation System Description* (TCSD), Section H.4, *Employee Compensation: Pay and Benefits*, approved separately by the CO, shall document the labor categories approved for overtime as well as the calculation of overtime authorized (1 time; 1 ½ time; etc.) by non-represented or represented. Alternate work schedules, which effect overtime shall only be approved as part of the TCSD and shall be included in the threshold limits above.

The *Overtime Control Plan*, pursuant to FAR 22.103-3(c), shall document and justify all overtime to be used annually, to the extent that the overtime can be estimated with reasonable certainty. The Overtime Control Plan, updated and submitted annually, shall document upcoming projects and overtime hours requiring overtime, for the year and justify overtime required pursuant to FAR 52.222-2, (b)(1) through (4). The plan shall be submitted 30 days before the beginning of each fiscal year. DOE will review the contractor's request for overtime, submitted pursuant to FAR 22.103-4 *Approvals.* Any deviation above the threshold, exceeding the 2% and 10% during any annual period, must be authorized in advance by the CO.

CALCULATION EXAMPLE: Overtime, and overtime premium, for the purposes of FAR 52.222-2, *Payment for Overtime Premiums* shall be calculated on a total cost basis by the contractor as follows:

% OTP = ((TP – MP)/MP) * 100 *Whereas*: Overtime Premium = OTP

Total Payroll = TP

Median Payroll = MP

Example – Median Payroll for all employees without the use of overtime = $85,000,000/year
Total Payroll inclusive of all overtime dollars = $88,000,000/year
($88,000,000 - $85,000,000)/$85,000,000) * 100 = 3.529%

The *Overtime Control Plan*, submitted before the upcoming fiscal year, shall include:

(1) Specific projects and priorities requiring overtime;
(2) The overtime total costs authorized (maximum dollar amount) annually;
(2) Specific controls for casual overtime for non-exempt employees;
(3) Prohibition of casual overtime for exempt employees except as stipulated in an advance understanding or authorized in the TCSD, Section H.4, *Employee Compensation: Pay and Benefits*;
(4) A complete evaluation of alternatives to the use of overtime; and
(5) A requirement for the Contracting Officer to approve any additional overtime or plan changes required for mission requirements not included in the approved plan.

The *Semi-annual Report on Overtime Use* is to be submitted on or before January 31 and July 31 of each year to include:

(1) Total cost of overtime;
(2) Total cost of straight-time;
(3) Overtime cost as a percentage of straight-time cost;
(4) Total overtime hours;
(5) Total straight-time hours; and
(6) Overtime hours as a percentage of straight-time hours.

The *Overtime Control Plan* and the *Semi-Annual Report on Overtime Use* shall be in alignment and if not, Contractor shall disclose to the CO and submit a variance report outlining the specific causes for the variance and proposed correction actions

H.12 KEY PERSONNEL

(A) Introduction.

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, “Key Personnel,” for Key Personnel, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(B) Key Personnel Requirements**.**

The Contracting Officer and designated Contracting Officer’s Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in

the Section I Clause entitled, DEAR 952.231-71, Insurance – Litigation and Claims, Key Person(s) are considered managerial personnel.

(C) Definitions

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

(D) Contract Fee Reductions for Changes to Key Personnel

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, will be permanently reduced by $250,000 for each and every occurrence of a change to the Program Manager.

(2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, be permanently reduced by $50,000 for each and every occurrence of a change to the Key Person.

(3) The contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in contract fee.

(E) Key Personnel for this Contract

The list of Key Personnel for this contract will be amended during the course of the contract to add or delete Key Personnel as approved by the Contracting Officer. The following is the current list of Key Personnel for this contract:

Dennis Carr	Site Project Director
Jeff Stevens	Manager, Site Projects
Bob French	Manager, ESH&Q
Bob Kury	Manager, Process Bldgs. D&D

H.17 ALTERNATIVE DISPUTE RESOLUTION (ADR)

(A) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(B) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the contractor:

(1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(C) If one party to this Contract requests the use of the process set forth in Paragraphs (b)(1) and (b)(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

H.21 PRIVACY ACT SYSTEMS OF RECORDS

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

System No.	Title
DOE-5	Personnel Records of Former Contractor Employees
DOE-10	EEOICPA Files
DOE-13	Payroll & Leave Records
DOE-14	Report of Compensation
DOE-15	Intelligence Related Access Authorization

DOE-23	Property Accountability System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance File
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the list in the table above does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the Contracting Officer prior to contract award or as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the Contracting Officer 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, Contractors must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date. If any of these systems will be subcontracted to a third party contractor, the Privacy Act and subsequent systems of records are required to be flowed down to the contractor, as well as records turnover language.

The list in the table above shall be revised by mutual agreement between the Contractor and the Contracting Officer, in consultation with the local PAO and/or General Counsel, as necessary to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause entitled, FAR 52.224-2, Privacy Act (APR 1984). 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.

H.22 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS

Responsible Corporate Official

(A) The contractor has provided a guarantee of performance from its parent(s) company in the form set forth in Section J Attachment entitled, Performance Guarantee Agreement. Responsible Corporate Official and Corporate Board of Directors; the facsimile for Ken Camplin is 434-522-5450.

(B) DOE may contact, as necessary, the single Responsible Corporate Official from the contractor signing the Performance Guarantee Agreement. The Responsible Corporate Official identified below shall be at an organizational level above the contractor and shall have sole corporate authority and accountability for the performance of the contract to resolve any issues with DOE beyond the authority of the Project Manager. The following clauses are added in furtherance of the

Department of Energy (DOE) commitment to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor personnel.

Name: Bruce Stanski
Position: Group President
Company/Organization: Fluor Government Group
Address: 2300 Clarendon Blvd., Suite 1110, Arlington, VA 22201
Phone: 703-351-6461
Facsimile: 703-469-1593
Email: Bruce.Stanski@fluor.com

(C) Should the Responsible Corporate Official change during the period of the contract, the contractor shall notify the Contracting Officer in writing within 30 days of any change.

The contractor has provided by name and affiliation each member of the Corporate Board of Directors that will have corporate oversight. In the event any of the signatories to the Guarantee of Performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

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

Responsible Corporate Board of Directors (information required for each Board Member):

Name: Bruce Stanski
Position: Group President
Company/Organization: Fluor Government Group
Address: 2300 Clarendon Blvd., Suite 1110, Arlington, VA 22201
Phone: 703-351-6461
Facsimile: 703-469-1593
Bruce.Stanski@fluor.com

Name: Eric Best
Position: Group CFO
Company/Organization: Fluor Government Group
Address: 100 Fluor Daniel Drive, Greenville, SC 29672
Phone: 469-398-7670
Facsimile: 469-398-7261
Email: Eric.Best@fluor.com

Name: William Fox
Position: President
Company/Organization: BWXT Technical Services Group, Inc.
Address: 11525 N. Community House Rd, Charlotte, NC 28277
Phone: 980-365-4081
Facsimile:
Email: wafox@BWXT.com

Name: Ken Camplin
Position: Vice President and Chief Business Development Officer
Company/Organization: BWXT Technical Services Group, Inc.
Address: 800 Main Street, Lynchburg, VA 24504
Phone: 434- 316-7550
Facsimile: 434-316-7535
Email: krcamplin@BWXT.com

H.32 DEPARTMENT OF LABOR WAGE DETERMINATIONS

When the Service Contract Labor Standards is applicable to the performance of this contract, the contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-2424 Rev. 8, dated 6/19/2013. (NOTE: The update to H.32 in Mod 020 was inadvertently missed and would have read 2005-2423 Rev 12 dated 6/13/2011). Copies of the wage determinations are attached to this contract (Section J, U.S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The contractor and/or subcontractor shall comply with the revised wage determination for Service Contract Labor Standards covered employees.

When the Wage Rate Requirements (Construction) statute is applicable to the performance of this contract, the contractor shall comply with the requirements of Wage Determination Number OH120029, OH29, dated 12/21/12. Copies of the wage determinations are attached to this contract (Section J, U.S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The contractor and/or subcontractor shall comply with the revised wage determination for Wage Rate Requirements (Construction) statute covered employees.

H.36 PERSONNEL SECURITY CLEARANCES

(A) The contractor is required to conduct pre-employment investigative screening of its prospective employees in order to ensure trustworthiness and reliability. The contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

(B) Personnel assigned by the contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level
Q – Secret/top secret
L – confidential

Under this contract, contractor personnel may be required to have an "L" or "Q" clearance level. Key Personnel shall be required to have or be able to obtain a "Q" clearance level. The contractor shall seek opportunities to reduce the levels of clearance required for personnel based upon the site conditions.

(C) This requirement may be waived by the CO for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.

(D) The contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated.

H.38 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APR 2009) (RESERVED)

H.39 APPLICABLE CLAUSES FOR CONSTRUCTION AND AMERICAN RECOVERY AND REINVESTMENT ACT (RECOVERY ACT) (RESERVED)

H.45 MODIFICATION OF DEFINITIZATION (RESERVED)

H.50 REPORTING OF WORKFORCE RESTRUCTURING DATA (RESERVED)

H.51 CONTRACTOR BUSINESS SYSTEMS (AL-2013-11; 08/06/13)

(a) This clause only applies to fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; or covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix).

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

Acceptable contractor business systems means contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "contractor business systems" in this clause.

Contractor business systems means—

(1) Accounting system, if this contract includes the Section H clause Accounting System Administration;

(2) Earned value management system, if this contract includes the Section H clause Earned Value Management System;

(3) Estimating system, if this contract includes the Section H clause Cost Estimating System requirements;

(4) Property management system, if this contract includes the Section H clause Contractor Property Management System Administration; and

(5) Purchasing system, if this contract includes the Section H clause Contractor Purchasing System Administration.

Significant deficiency, in the case of a contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(c) *General.* The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(d) *Significant deficiencies.*

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) *Withholding payments.*

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to withhold five percent from its invoices until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either –

(i) Correct the deficiencies; or

(ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain—

(A) Root cause(s) identification of the problem(s);

(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and

(D) The name of the person responsible for the implementation.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant efficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) *Payment withhold percentage limits.*

(i) The total percentage of payments withheld on amounts due on this contract shall not exceed—

(A) Five percent for one or more significant deficiencies in any single contractor business system; and

(B) Ten percent for significant deficiencies in multiple contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

(i) Interim payments under—

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

(ii) Progress payments to include fixed-price contracts.

(iii) Performance-based payments to include fixed-price contracts.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) *Correction of deficiencies.*

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (e) of this clause, and not invoice for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

H.52 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (AUG 2013)(AL-2013-11)

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

Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria.* The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.

(d) *Significant deficiencies.*

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.53 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (AUG 2013)(AL-2013-11)

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

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria.* The Contractor's purchasing system shall—

(1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);

(2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;

(3) Maintain an organization plan that establishes clear lines of authority and responsibility;

(4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;

(1) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;

(6) Apply a consistent make-or-buy policy that is in the best interest of the Government;

(7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;

(8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

(9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;

(10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;

(11) Document negotiations in accordance with 48 CFR 15.406-3;

(12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;

(13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;

(14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

(15) Document and justify reasons for subcontract changes that affect cost or price;

(16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;

(17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;

(18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;

(19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;

(20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;

(21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;

(22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;

(23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and

(24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if—

(i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Significant deficiencies.*

(1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor’s lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.54 COST ESTIMATING SYSTEM REQUIREMENTS (AUG 2013)(AL-2013-11)

(a) *Definitions.*

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that—

(1) Is maintained, reliable, and consistently applied;

(2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;

(3) Is consistent with and integrated with the Contractor's related management systems; and

(4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's—

(1) Organizational structure;

(2) Established lines of authority, duties, and responsibilities;

(3) Internal controls and managerial reviews;

(4) Flow of work, coordination, and communication; and

(5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) *Applicability.* Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either—

(1) The total prime contract value exceeds $50 million, including options; or

(2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) *System requirements.*

(1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.

(2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after contract award that—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall—

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

(i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.

(ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.

(iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.

(iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.

(v) Provide for adequate supervision throughout the estimating and budgeting process.

(vi) Provide for consistent application of estimating and budgeting techniques.

(vii) Provide for detection and timely correction of errors.

(viii) Protect against cost duplication and omissions.

(ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.

(x) Require use of appropriate analytical methods.

(xi) Integrate information available from other management systems.

(xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.

(xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.

(xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.

(xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.

(xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

(xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).

(e) *Significant deficiencies.*

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.55 EARNED VALUE MANAGEMENT SYSTEM (FEB 2014)(AL-2014-17)

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

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Over Target Baseline means an overrun to the Contract Budget Base (CBB) which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

Over Target Schedule means the term used to describe a condition where a baseline schedule is time-phased beyond the contract completion date.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *System criteria.* In the performance of this contract, the Contractor shall use—

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748, current version at time of award); and

(2) *Management procedures.*

(i) Management procedures provide for generation of timely, reliable, and verifiable information for DOE Integrated Program Management Report (IPMR) data item of this contract.

(ii) The Contractor shall use Department of Energy's (DOE) modified version of Department of Defense's Data Item Description (DID) Integrated Program Management Report (IPMR), DI-MGMT-81861, (DOE version, current version at time of award) which contains data for measuring cost and schedule performance for this DOE contract. The Contractor shall submit the data electronically by uploading the data into the Project Assessment and Reporting System (PARS II) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Acquisition and Project Management (OAPM). All requested data shall be submitted timely and accurately, and shall be current as of the close of the previous month's accounting period.

(c) If the Contractor has one or more DOE contracts valued at $20,000,000 or greater per contract for a total contract value of $50,000,000 or more which support DOE Capital Asset Projects, the Contractor shall use an EVMS that has been determined to be acceptable by DOE. If, at the time of award, the Contractor's EVMS has not been determined by DOE to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a total value of less than $50,000,000 and does not meet the condition described at (c) above, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts.

(e) The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to DOE. If this contractor has one or more contracts in support of DOE Capital Asset Projects and the total contract values are $20,000,000 or greater per contract for total contract values of $50,000,000 or more, unless a waiver is granted by DOE, any EVMS changes proposed by the Contractor require approval of DOE prior to implementation. DOE will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If DOE waives the advance

approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.

(f) *Integrated baseline reviews.*

(1) The purpose of the integrated baseline reviews (IBR) is to verify the technical content and the realism of the related performance budgets, resources, and schedules. It should provide a mutual understanding of the inherent risks in the offerors'/contractors' performance plans and the underlying management control systems, and it should formulate a plan to handle these risks. DOE and the Contractor will use the IBR process described in the National Defense Industrial Association Program Management Systems Committee Integrated Baseline Review (NDIA PMSC IBR) Guide (current version at time of award).

(2) The Government will schedule IBRs as early as practicable, and the review process will be conducted not later than 180 calendar days after—

(i) Contract award;

(ii) The exercise of significant contract options; and

(iii) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) *Significant deficiencies.*

(1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this

lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) *Withholding payments.* If the Contracting Officer makes a final determination that one or more significant deficiencies exist and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, for contracts valued at $20 million or more requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors in order for the contractor to meet all requirements of this clause.

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

(l) *Adopting previous Contractor's previously certified earned value management (EVM) process.* If the Contractor plans to adopt the existing system from the previous Contractor or DOE-site, the Contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE approved EVM Process Description and the same EVM training as the previous system. The Contractor shall –

(1) Identify the corporate entity which owns the certified EVM process and provide the certification documentation;

(2) Obtain DOE prior approval or Advanced Agreement including DOE approval of process changes and joint surveillance;

(3) Be responsible for compliance with the system criteria required in paragraph (b) of this clause; and

(4) Be responsible for correcting any significant deficiencies previously identified to the previous Contractor by the Contracting Officer in accordance with paragraph (i) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the Contractor shall follow paragraph (i)(4) and either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer or designee, will provide a copy of the previous contractor's final determination.

H.56 ACCOUNTING SYSTEM ADMINISTRATION (AL-2013-11; 08/06/13)

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

(1) *Acceptable accounting system* means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) *Accounting system* means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) *Significant deficiency* means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause Contractor Business Systems, and also may result in disapproval of the system.

(c) *System criteria.* The Contractor's accounting system shall provide for—

(1) A sound internal control environment, accounting framework, and organizational structure;

(2) Proper segregation of direct costs from indirect costs;

(3) Identification and accumulation of direct costs by contract;

(4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;

(5) Accumulation of costs under general ledger control;

(6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;

(7) Approval and documentation of adjusting entries;

(8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;

(9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required—

(i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and

(ii) To readily calculate indirect cost rates from the books of accounts;

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.57 INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS (JUL 2012)(HCA Directive; April 16, 2014)

A. Project Control System

The Contractor shall establish, maintain and use a work control system that accurately records and reports the contract performance against the requirements of the contract and accurately reflects the total estimated cost of the Contract exclusive of fee as stated in Section B.A of the Contract for the work scope and period of performance being authorized. The work control system shall be consistent with Department of Energy (DOE) and EM policies and guidance for capital asset projects and operations activities contained in Section J.A, Attachment 20 "Integrated Contractor Work Control Systems and Reporting Requirements Clause," paragraphs A.1 and A.2. The Contractor shall submit a Project Controls System Description (PCSD) during the Contract Transition Period that documents the existence of the project controls system specified by this Contract.

The requirements of this clause are in addition to the applicable requirements of DOE Order *413.3B, Program and Project Management for the Acquisition of Capital Assets.* The Contract Performance Baseline (CPB) should include and reflect the DOE 413.3B requirements, as applicable to the specific work and to the Contractor.

B. Baseline Development and Performance Reporting

The Contractor's planning and performance reporting processes should provide DOE with the supporting data for an independent assessment of the Contractor's work execution plan, basis of cost and schedule estimates for work packages and planning packages, measurement basis of progress reporting and change control process. The Contract Performance Baseline (CPB) represents the cost, schedule, and scope as it relates to the total estimated cost of the Contract exclusive of fee and any contract overrun as stated in Section B of the Contract for the work scope and performance period being authorized. The CPB includes all work identified in this Contract (including work defined as Capital Asset under DOE 0413.3B and that work defined as Operations Activities under DOE EM policies and guidance as set forth in Section J.A, Attachment 20, "Integrated Contractor Work Control Systems and Reporting Requirements Clause," and this Contract).

The CPB cost and schedule allocations must be documented at a WBS level where work activities, their costs and schedule, are planned and controlled by the Contractor to demonstrate that the Contractor understands the complexity of work, and has put in place the planning and management processes and qualified personnel to execute the work in a safe and efficient manner.

The CPB will be reviewed by DOE and must be approved by the Contracting Officer (CO). Once the CPB is approved, the Contractor shall follow the approved change control process,

1. Initial and Interim Contract Performance Baseline Submittal

    a. Within the Contract Transition Period as defined in this Contract, the Contractor shall develop and submit for CO approval.
        i An Initial CPB[1] for the Contract performance period that reflects the Contractor's cost proposal with any revisions resulting from negotiations leading to Contract award.
        ii. An Interim CPB[2] that provides work planning, measurement and management details as listed below to cover approximately the first 15 months[3] of performance starting from the award date or Notice to

[1] Initial CPB is simply the baseline plan at Contract award. It should be the scope, cost and schedule as submitted with the contractor's proposal with any revisions resulting from negotiations leading to Contract award.
[2] Interim CPB is generally required within 90 days from Contract award or Notice to Proceed and will cover the first approximately 15 months of the Task Order. The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.
[3] The interim period will vary based on Contract award date by plus or minus 6 months, to align the end of interim period with the fiscal year. For a Contract award made on January 1, the

Proceed as applicable. The Contracting Officer will notify the Contractor of the exact timeframe to be used for the Interim CPB. The Interim CPB shall include:

1. Product-Oriented Work Breakdown Structure (WBS) and WBS dictionary;
2. Integrated Resource Loaded Schedule at work-package level to track monthly performance for the interim period;
3. Work Management Plan that includes Project Control System description, Change Control process description, Contractor's project team with roles and responsibilities; and
4. Annual work plans covering the interim CPB planning period for operations activities.

b. If Contract modifications are negotiated within the Contract Transition Period, the Contractor shall incorporate these approved modifications into the Interim CPB. Subsequent modifications negotiated after the Contract Implementation Period will be incorporated in the Interim CPB through contract modification and baseline change approvals.

c. The Contractor shall immediately begin performance reporting against the Interim CPB as submitted to the Contracting Officer and before receiving approval of the Interim CPB. If the Contractor is required to have a certified EVMS compliant with ANSI-EIA 748 (current version), the Interim CPB must have the necessary data elements to support EVMS certification requirements.

NOTE: If the Contractor's Initial CPB has the details described above for Interim CPB, the Contractor may request that the CO waive the separate submission requirement.

2. Full Contract Performance Baseline (CPB) Submittal

During the first six months after the Contract Transition Period, in addition to performing and reporting progress against the Interim CPB, the Contractor shall develop and submit for DOE approval by the DOE contracting officer detailed plans (See section J.A, Attachment 20, *Integrated Contractor Work Control Systems and Reporting Requirements Clause*, paragraph D.4.g - Typical Baseline Documents) for the entire contract scope and period of performance. These plans will include the development of the full CPB which may entail development of multiple CPB segments.

a. During the first six months after the Contract Transition Period, the Contractor shall submit for approval by the CO, the full CPB[4] for the full

interim period will be 21 months and for every month after that the interim period will be reduced by a month.

[4] The full Contract *Performance* Baseline (CPB) represents the cost, schedule, and the entire scope and entire period of performance as it relates to the total estimated cost of the Contract exclusive of fee as stated in Section B of the Task Order. Contract Budget Base (CBB) is the cost element of the CPB and equals the estimated cost of contract minus Fee (CBB=estimated cost of contract- fee/profit and cost overruns).

scope of the Contract that is made up of CPB segments for each capital asset project and for each operations activity, and the required data to support EVMS reviews when EVMS is required. CPB segments shall be developed in accordance with applicable policy and guidance documents noted in Section J.A, Attachment 20, *Integrated Contractor Work Control Systems and Reporting Requirements Clause*, paragraphs A.1, A.2 and B.1.

b. The Contractor shall provide monthly status reports regarding the CPB document preparation progress to the CO.
c. The full CPB submittal shall include both a hard copy and electronic files.

3. **CPB and Contract Alignment**

It is critically important to DOE that the CPB remain aligned with the Contract, including any modifications, throughout the Contract period of performance. The Government shall withhold all provisional fee payments until the Contractor has obtained CO's approval of the interim CPB when the interim CPB is expected or the full CPB when the full CPB is expected. Similarly, if at any time during contract performance the CPB is not aligned with the Contract all provisional fee payments will be withheld until alignment is re-established.

Contract Baseline Management

1. The approved CPB is the source document for reporting scope, cost and schedule performance. The CPB and changes to the CPB (initial, interim and full CPB) at all levels shall be managed using formal documented procedures as approved by the CO. The CPB does not replace or modify the Contract terms and conditions and does not create DOE obligations.
2. The CPB must remain aligned with the Contract. For the cost element, alignment means that the sum total cost of all CPB segments must equal total estimated cost of the Contract exclusive of fee and any contract overrun as stated in Section B.A of the Contract; for the schedule element, alignment means that the end date of full CPB schedule is the same as the contract end date; and for the scope element alignment means that the WBS dictionary supporting the full CPB includes all scope in the contract statement of work.
3. If a change to the Contract scope is required and is in accordance with the Changes clause, the Contractor shall submit the CPB change proposal concurrently with a request for Contract change proposal to the CO within 60 days. If the CO issues a unilateral or bilateral Contract modification, the Contractor shall submit a revised CPB in accordance with direction accompanying the contract modification.

Any proposed changes to the CPB resulting from internal replanning or use of Management Reserve shall be provided to the CO for information and/or approval consistent with the change control procedures as approved by the CO as part of the full CPB documentation.

4. **Reviews**

a. After completion of the Contract Transition Period and receipt of the Contractor's Initial and Interim CPB, DOE will complete its review to

determine whether they meet the terms and conditions of the Contract. In cases where they don't meet the requirements, the Contractor shall submit a corrective action plan to the CO for DOE approval within 15 days of receipt of DOE's comments. All corrective actions shall be completed in the time-frames established in the approved corrective action plan.

b Due to the requirement for a certified EVMS, the Contractor shall begin earned value reporting no later than the end of the Contract Transition Period. The Contractor shall initiate discussions with the CO to schedule an EVMS certification review immediately after award or a Notice to Proceed is issued and when three months of earned value data is available (and no later than three months after the Contract Transition Period), the Contractor shall submit all documentation necessary to obtain EVMS certification in conformance with ANSIIEIA-748 standards. The Contractor shall provide the CO, or designated representative(s), access to any and all information and documents supporting the Contractor's project control and reporting system.

c. After receipt by the CO of the Contractor's full CPB, DOE will review to determine whether the full CPB and required supporting documentation meet the terms and conditions of the Contract. The Contractor shall submit a corrective action plan to the Contracting Officer for approval within 15 days of receipt of DOE's comments. All corrective actions shall be completed in the time-frames established in the approved corrective action plan.

5. **Performance Reporting**

The Contractor shall submit the Contractor's Monthly Performance Report to the CO with copy to the Office of Project Assessment at ContractorsMPR@hg.doe.gov not later than the eighth business day prior to the end of each calendar month. The report will provide the prior month's performance for each CPB segment and an update of the performance to date. Format, timing and manner of reporting will vary based on the type of work in the CPB segment. For the monthly reporting requirements for the various types of projects, contracts or operating activities, see the table in Section J, Attachment J-9, "Integrated Contractor Work Control Systems and Reporting Requirements" paragraph C, Performance Reporting.

The Contractor shall report the costs incurred in performance of the capital asset work or operations activity when these CPB segments are completed or at the end of the Contract in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-02 and in a format ready for incorporation into EM's Environmental Cost Analysis System (ECAS) database. The report should be provided to the Federal Project Director and the CO, with a copy provided to the EM Consolidated Business Center, Office of Cost Estimating & Project Management Support.

H.58 PROVISIONAL PAYMENT OF FEE (OCT 2013) (AL-2014-02)

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

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

(c) This clause conforms to the Federal Acquisition Regulation and Department of Energy fee policy and constructs. The following definitions and concepts apply.

(1) *Price* means cost plus any fee or profit applicable to the contract.

(2) The terms *profit* and *fee* are synonymous.

(3) *Incentive* means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

(4) *Earned fee* for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.

(5) *Available fee* for an incentive means the fee the Contractor might earn but has not yet earned.

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

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

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

(d) This contract's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.

(e) Certain terms and conditions of this contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this contract that provide for provisional payment of fee for certain incentives include for each such incentive

the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

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

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

(i) the Contactor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and

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

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

H.59 ORDERING PROCEDURES (ID/IQ CLINs)

Task Orders shall be issued pursuant to FAR 52.216-18 *Ordering*. These Task Orders may be issued as CPAF, CPIF, CPFF and FFP Performance Work Statements (PWS) and incorporated into the contract in ID/IQ CLINs and attached to Section J, Attachment 22. *Task Orders* are issued at the request of the Contracting Officer (CO) through the issuance of a Request for Task Proposal (RTP). The RTP will include Government developed scope statements which will be performed in compliance with all applicable Section C PWS paragraphs. The Task Order scope statements, after signature of the contract modification, are incorporated into Section J, Attachment 22, *Task Orders* and have the same force and effect as being in Section C.

After issuance of a contract modification, the contractor may commence performance. Costs not attributed to the performance of each individual Task Order will not be allowed. The CO will furnish the contractor with a Request for Task Order Proposal (RTP) which will include, at a minimum:

(1) Task Order and Fee type (CPAF, CPIF, CPFF, FFP)
(2) The site location;
(3) The anticipated performance period and required date of delivery; any performance or deliverable milestone criteria

(4) Any property, material or services to be made available by DOE for performance of the order;
(5) Any other pertinent information, such as additional applicable DOE Orders; and
(6) A required response time for the proposal and a negotiating schedule.

The contractor shall, within the time specified in the RTP, provide a proposal in accordance with FAR 15.408, specifically Table 15-2 *Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data are Required*. The contractor's proposal shall address all the requirements as specified in the RTP including identifying a single point of contact between the contractor and the COR. At the conclusion of discussions/negotiations, the contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.

All other terms of the basic contract apply.

H.60 NON-SUPERVISION OF CONTRACTOR EMPLOYEES BY THE GOVERNMENT OR ITS CONTRACTORS

Neither government personnel nor other governmental support contractor employees shall 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.

H.61 DOE-H-1032 RELEASE OF INFORMATION (REVISED)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Portsmouth/Paducah Project Office, 1017 Majestic Drive, Lexington, KY 40513, with a copy provided to the CO and COR.

H.62 EMCBC-H-1001 CONSERVATION OF ENERGY AND FUEL

The contractor shall instruct contractor employees in energy conservation practices. The contractor shall operate under conditions that preclude the waste of energy.

The contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security. The contractor shall integrate renewable energy technologies into its activities to the maximum extent practicable.

The contractor shall maximize efforts to increase the fuel efficiency in its vehicles, and to maximize the use of alternative fuels in vehicles, including the use of bio-based diesel fuels and additives in construction vehicles.

H.63 EMCBC-H-1012 SECURITY

(A) Responsibility: It is the contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for contract proposal preparation or performance, and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the contractor's possession in connection with the performance of work under this contract. Special nuclear material will not be retained after the completion or termination of the contract.

(B) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, 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.

(C) Subcontracts and purchase orders. Except as otherwise authorized in writing by the CO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

H.64 REQUIRED INSURANCE AND BONDS

(A) Contractor’s Liability Insurance. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located such insurance as will protect the contractor from claims set forth below by which may arise out of or result from the contractor's operations under the contract for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
(2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees;
(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees;
(4) Claims for damages insured by usual personal injury liability coverage;
(5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
(6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
(7) Claims for bodily injury or property damage arising out of completed operations; and,
(8) Claims involving contractual liability insurance applicable to the contractor's obligations.

(B) The insurance required by this clause shall be written for not less than limits of liability specified in this contract or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of work until date of final payment and termination of any coverage required to be maintained after final payment.

(C) Certificates of insurance acceptable to the CO shall be filed with the CO prior to commencement of work. These certificates and the insurance policies required by this paragraph shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the CO. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the contractor with reasonable promptness in accordance with the contractor's information and belief.

(D) Performance Bond and Payment Bond for Fixed Price Construction Services

(1) The Contractor shall acquire and provide to the CO proof of a performance bond or payment bond of obligations of subcontractors, satisfactory to the CO.

(2) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under subcontracted fixed priced construction services, the contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(E) The contractor agrees to insert the substance of this clause in all subcontracts placed under this contract.

H.65 EMCBC-H-1020 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS

Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the contractor to report to the CO the existence of any antiquities so discovered.

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

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

H.66 EMCBC-H-1025 DISPOSITION OF INTELLECTUAL PROPERTY

As a supplement to Section I. 48 CFR 970.5227-1 *Rights in Data - Facilities* (DEC 2000) paragraph (e), DOE shall have access to technical data and other intellectual property, make copies of, and use all technical data, including limited rights data and restricted computer software and data and software obtained from subcontractors. Limited rights data and restricted computer software will be protected in accordance with the Rights in Data - Facilities clause. Contractor shall assure that its subcontractors and licensors make similar rights available to DOE and its contractors.

The contractor agrees to and does hereby grant to the Government an irrevocable non-exclusive paid up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by the contractor, and any other intellectual property which are owned or controlled by the contractor, at any time through completion of this contract and which are incorporated or embodied in the design or construction or the facility being remediated or decontaminated, (1) to practice or to have practiced by or on behalf of the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed. I.A.70A, FAR 52.227-16 *Additional Data Requirements* (JUN 1987) applies.

H.67 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)

(A) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, “Records Management.” The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 “Privacy Act.”

(B) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

1. Employment-related records (such as worker’s compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and

medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.

2. Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
3. Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
5. The following categories of records maintained pursuant to the technology transfer clause of this contract:
    i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    ii. The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    iii. Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(C) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

(D) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon

request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(E) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.

(F) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, “Records Management” and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.

(G) Subcontracts.

1. The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72 , or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.

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

H.68 LOBBYING RESTRICTION

Pursuant to the Appropriations Act, 2013, 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.69 SUBCONTRACTED WORK

Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contracting Team Arrangement and approved major/critical subcontractors shall be procured through competitive procurements, with an emphasis on fixed-price subcontracts. The Contractor's subcontracted work shall be in compliance with the Contractor's approved Small Business Subcontracting Plan and shall be in compliance with the current consent review thresholds provided by the CO in consideration of the contractor's approved purchasing system.

H.70 EMPLOYEE TRAINING

Contractor's Responsibility: The Contractor shall provide fully qualified and trained personnel from its own resources to support project requirements. DOE may provide training assistance or participate in training at its discretion at no cost to the contractor. All training must be approved by the COR.

Mandatory Training: The contractor shall ensure that all employees attend safety and security training once within 30 days of beginning performance on this contract and at least once annually thereafter. Contractor shall ensure that every employee is instructed to safely and competently perform the work.

In accordance with Section J.A, Attachment 7, *Site Services and Interface Requirements Matrix*, and Section J.A, Attachment 18, *Portsmouth D&D Project Training Matrix*, the contractor is encouraged to closely collaborate with other Prime Contractors to combine/recognize similar training and qualifications.

H.71 TRAVEL AND SHORT TERM BUSINESS TRIPS

The Contractor is expected to have personnel physically located at the Portsmouth Gaseous Diffusion Plant in Piketon, OH to perform the requirements of the contract. DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for Contractor employees on extended personnel assignments unless specifically authorized by the CO. Such authorizations may be considered based on extenuating circumstances; however, the authorization shall have a firm ending date. Short Term business trips (less than six months) shall be in accordance with HCA Directive, Acquisition Letter 2013-01. Business Trips exceeding, or expected to exceed, six months duration shall be in accordance with HCA Directive, Acquisition Letter 2013-01 and shall require CO approval.

If travel is authorized by the CO, reimbursement of Contractor employee's travel cost is limited from the date of assignment to the project consistent with Federal Travel Regulations, U.S. Department of Energy Travel Manual DOE M 552.1-1A, Acquisition Letter 2013-01 and any DOE supplementary policies. Contractor personnel will be required to periodically travel between PPPO sites in Paducah, KY, Lexington, KY and Portsmouth, OH.

H.72 INTERNAL AUDIT (AL-2013-11)

The Contractor agrees to conduct internal audits and examinations, consistent with AL-2013-11 requirements, of records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. All audit reports, including supporting documentation, shall be submitted or made available to the Contracting Officer or his/her designee.

H.76 MANDATORY CHANGE ORDER ACCOUNTING (AUG 2013)(PF 2013-72)

(a) In accordance with FAR 52.243-6, the Contractor must establish change order accounting for each change or series of related changes whose estimated cost exceeds $100,000.

(b) The Government has no obligation under this clause or any other term or condition of this contract to remind the Contractor of its obligations under this clause. The Government may or may not, for example, refer to this clause when issuing change orders.

(c) If the Contractor separately identifies costs in its invoices that pertain to the changed work, the Contractor may invoice costs for both changed work and other work in the same invoice.

(d) If the Contractor fails to provide an adequate, auditable definitization proposal within 120 days of the Contracting Officer's request for such proposal, the Government may consider some or all of the associated bid and proposal costs to be unallowable.

(e) If the Contractor fails to comply fully with the requirements of this clause, the Government may reflect the Contractor's failure in its—

(1) determination of otherwise earned fee under the contract; and/or

(2) past performance evaluation of the Contractor's performance.

H.77 G&A CEILING RATE

The contractor's proposed G&A ceiling rate of 0.4% is applicable to this period of performance. In the years where the rate is below the ceiling rate, the lower rate shall be used. In the years where the rate is above the ceiling rate, the ceiling rate shall be used.

H.79 NOTICE OF CIVIL PENALTIES FOR VIOLATION OF SECURITY OF DOE CLASSIFIED OR SENSITIVE INFORMATION OR DATA

The contractor shall comply with 42 U.S.C. 2282b relating to the safeguarding and security of restricted data. Any person who has entered into a contract or agreement with DOE, or a subcontract or sub-agreement thereto, and who violates (or whose employee violates) any applicable rule, regulation, or order prescribed or otherwise

issued by the Secretary pursuant to this chapter relating to the safeguarding or security of Restricted Data or other classified or sensitive information shall be subject to a civil penalty of not to exceed $100,000 for each such violation.

H.82 RESERVED

H.85 LABOR STANDARDS

(a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.

(b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the Service Contract Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, *Notice to Employees Working on Federal or Federally Assisted Construction Projects* and/or WH-1313, *Notice to Employees Working on Government Contracts*.

(c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp. The form shall be submitted to the Contracting Officer.

(d) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards

violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4,6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.

(e) The Contractor shall prepare and submit, to the Contracting Officer, the DBA Semi-Annual Enforcement Report, Form OMB 1910-5165, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://ibenefits.energy.gov) or its successor system.

ATTACHMENT 7

Section I, *Contract Clauses*

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. Clauses applicable to FP as defined by FAR are only applicable to FP Contract Line Item Numbers (CLINS). Updates are incorporated through Federal Acquisition Circular (FAC) 2005-83, effective August 3, 2015; and DEAR is current through the Final Rule published May 3, 2013 at 78 FR 25817. Upon request, the Contracting Officer will make their full text available. Also, the full text of all FAR and DEAR clauses may be accessed electronically at these addresses:

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

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

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (NOV 2013) as modified by DEAR 952.202-1 (MAR 2002)	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 (SEPT 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	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	Limitations on Payments to Influence Certain Federal Transactions (OCT 2010)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.10	FAR 52.203-13	Contractor Code Of Business Ethics And Conduct (APR 2010)	None
I.11	FAR 52.203-14	Display of Hotline Poster(s) (DEC 2007)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.12	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees Whistleblower Rights (APR 2014)	None
I.13	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)	None
I.14	FAR 52.204-7	System for Award Management (JUL 2013)	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 (JUL 2013)	None
I.17	FAR 52.204-14	Service Contract Reporting Requirements (JAN 2014)	None
I.18	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (ID/IQ CLIN)	None
I.19	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013)	None
I.20	FAR 52.209-9	Updated of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	None
I.21	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)	None
I.22	FAR 52.210.1	Market Research (APR 2011)	None
I.23	FAR 52.211-10	Commencement, Prosecution, and Completion of Work (APR 1984) (FFP CLINs for Construction only)	(a) 10 (c) due date on the line item
I.24	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	None
I.25	FAR 52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)	None
I.26	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)	None
I.27	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 2010)	None
I.28	FAR 52.215-14	Integrity of Unit Prices (OCT 2010)	None
I.29	FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2010)	None
I.30	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I.31	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)	None
I.32	FAR 52.215-19	Notificatification of Ownership Changes (OCT 1997)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.33	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Information Other Than Certified Cost or Pricing Data – Modifications (OCT 2010) Alt II (OCT1997); Alt III (OCT 1997)	None
I.34	FAR 52.215-23	Limitations on Pass-Through Charges (OCT 2009)	None
I.35	FAR 52.216-8	Fixed Fee (JUN 2011)	None
I.36	FAR 52.216-10	Incentive Fee (JUN 2011) (IDIQ Task Orders as issued)	(e)(1) 30 cents/ 30 cents 12/0
I.37	FAR 52.216-22	Indefinite Quantity (OCT 1995)	See Section B
I.38	FAR 52.217-8	Option to Extend Services (NOV 1999)	within 60 days of the end of the performance contract period
I.39	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000)	(a) within 30 days; 75 days before the contract expires (c) 10 years(after Notice to Proceed) plus the time allotted for the Contract Transition Period
I.40	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2014)	None
I.41	FAR 52.219-9	Small Business Subcontracting Plan (OCT 2014) – Alternate II (OCT 2001)(Deviation 2013-O0014) (AUG 2013)	None
I.42	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (JAN 1999)	None
I.43	FAR 52.219-28	Post-Award Small Business Program Representation (JUL 2013)	None
I.44	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I.45	FAR 52.222-2	Payment for Overtime Premiums (JUL 1990)	(a) The percentage specified in the Section H Clause entitled, Overtime Control Plan
I.46	FAR 52.222-3	Convict Labor (JUN 2003)	None
I.47	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (MAY 2014)	None
I.48	FAR 52.222-6	Construction Wage Rate (MAY 2014)	None
I.49	FAR 52.222-7	Withholding of Funds (MAY 2014)	None
I.50	FAR 52.222-8	Payrolls and Basic Records (MAY 2014)	None
I.51	FAR 52.222-9	Apprentices and Trainees (JUL 2005)	None
I.52	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.53	FAR 52.222-11	Subcontracts (Labor Standards) (MAY 2014)	None
I.54	FAR 52.222-12	Contract Termination – Debarment (MAY 2014)	None
I.55	FAR 52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (MAY 2014)	None
I.56	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988)	None
I.57	FAR 52.222-15	Certification of Eligibility (MAY 2014)	None
I.58	FAR 52.222-16	Approval of Wage Rates (MAY 2014)	None
I.59	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	None
I.60	FAR 52.222-26	Equal Opportunity (APR 2015)	None
I.61	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)	None
I.62	FAR 52.222-30	Construction Wage Rate Requirements—Price Adjustment (None or Separately Specified Method) (MAY 2014)	None
I.63	FAR 52.222-35	Equal Opportunity for Veterans, (JUL 2014)	None
I.64	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUL 2014)	None
I.65	FAR 52.222-37	Employment Reports on Veterans (JUL 2014)	None
I.66	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.67	FAR 52.222-41	Service Contract Labor Standards (MAY 2014)	None
I.68	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)	None
I.69	FAR 52.222-50	Combating Trafficking in Persons (MAR 2015)	None
I.70	FAR 52.222-54	Employment Eligibility Verification (AUG 2013)	
I.71	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)	
I.72	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011) Alternate II (MAY 2011)	None
I.73	FAR 52.223-6	Drug Free Workplace (MAY 2001)	None
I.74	FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	(a) 60
I.75	FAR 52.223-9	Estimate Of Percentage Of Recovered Material Content For EPA-Designated Products (MAY 2008)	(b)(2) CO
I.76	FAR 52.223-10	Waste Reduction Program (MAY 2011)	None
I.77	FAR 52.223-11	Ozone Depleting Substances (MAY 2001)	
I.78	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (MAY 1995)	None
I.79	FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)	None
I.80	FAR 52.223-15	Energy Efficiency in Energy Consuming Products (Dec 2007)	None
I.81	FAR 52.223-16	Acquisition of EPEAT – Registered Personal Computer Products (Jun 2014)	None
I.82	FAR 52.223-17	Affirmative Procurement of EPA – Designated Items in Service and Construction Contracts (MAY 2008)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.83	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	None
I.84	FAR 52.223-19	Compliance with Environmental Management Systems (MAY 2011)	None
I.85	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I.86	FAR 52.224-2	Privacy Act (APR 1984)	None
I.87	FAR 52.225-1	Buy American Act – Supplies (MAY 2014)	None
I.88	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	None
I.89	FAR 52.227-1	Authorization and Consent (DEC 2007)	None
I.90	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	None
I.91	FAR 52.227-3	Patent Indemnity (APR 1984)	None
I.92	FAR 52.227-16	Additional Data Requirements (JUN 1987)	
I.93	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	None
I.94	FAR 52.228-2	Additional Bond Security (OCT 1997)	
I.95	FAR 52.228-5	Insurance – Work on a Government Installation (JAN 1997)	
I.96	FAR 52.228-7	Insurance – Liability to Third Persons (MAR 1996)	None
I.97	FAR 52.228-15	Performance and Payment Bonds-Construction (OCT 2010)	None
I.98	FAR 52.230-2	Cost Accounting Standards (MAY 2014)	None
I.99	FAR 52.230-6	Administration of Cost Accounting Standards (JUN 2010)	None
I.100	FAR 52.232-1	Payments (APR 1984) FFP	None
I.101	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	None
I.102	FAR 52.223-5	Pollution Prevention and Right-to-Know Information with Alternate I	None
I.103	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products	None
I.104	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer	None
I.105	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	None
I.106	FAR 52.223-19	Compliance with Environmental Management Systems	None
I.107	FAR 52.232-5	Payments under Fixed-Priced Construction Contracts (MAY 2014)	None
I.108	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) FFP	None
I.109	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	None
I.110	FAR 52.232-11	Extras (APR 1984) FFP	None
I.111	FAR 52.232-17	Interest (MAY 2014)	None
I.112	FAR 52.232-18	Availability of Funds (APR 1984)	None
I.113	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I.114	FAR 52.232-23	Assignment of Claims (MAY 2014)	None
I.115	FAR 52.232-25	Prompt Payment (JUL 2013) – Alternate I (FEB 2002)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.116	FAR 52.232-33	Payment of Electronic Funds Transfer – System for Award Management (JUL 2013)	None
I.117	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	None
I.118	FAR 52.232-40	Providing accelerated Payments to Small Business Subcontractors (DEC 2013)	None
I.119	FAR 52.233-1	Disputes (MAY 2014) – Alternate I (DEC 1991)	None
I.120	FAR 52.233-3	Protest After Award (AUG 1996) – Alternate I (JUN 1985)	None
I.121	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	None
I.122	FAR 52.234-4	Earned Value Management System (MAY 2014)	(g) Pro2Serve; InSolves; WAI, any CR issued subcontract
I.123	FAR 52.236-1	Performance of Work by the Contractor (APR 1984)	Fill-in by Task Order
I.124	FAR 52.236-2	Differing Site Conditions (APR 1984) FFP Construction Only	None
I.125	FAR 52.236-3	Site Inventory and Conditions Affecting the Work (APR 1984) (FFP)	None
I.126	FAR 52.236-5	Material and Workmanship (APR 1984)	None
I.127	FAR 52.236-6	Superintendence by the Contractor (APR 1984) FFP	None
I.128	FAR 52.236-7	Permits and Responsibilities (NOV 1991)	None
I.129	FAR 52.236-8	Other Contracts (APR 1984) FFP	None
I.130	FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984) FFP	None
I.131	FAR 52.236-10	Operations and Storage Areas (APR 1984) FFP	None
I.132	FAR 52.236-11	Use and Possession Prior to Completion (APR 1984) FFP	None
I.133	FAR 52.236-12	Cleaning Up (APR 1984) FFP	None
I.134	FAR 52.236-13	Accident Prevention (NOV 1991); Alt 1 (NOV 1991) FFP	None
I.135	FAR 52.236-14	Availability and Use of Utility Services (APR 1984) FFP	None
I.136	FAR 52.236-15	Schedules for Construction Contractor (APR 1984) FFP	None
I.137	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (APR 1984)	None
I.138	FAR 52.236-19	Organization and Direction of the Work (APR 1984)	None
I.139	FAR 52.236-21	Specifications and Drawings for Construction (FEB 1997) FFP	None
I.140	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I.141	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I.142	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	None
I.143	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I.144	FAR 52.242-3	Penalties for Unallowable Costs (MAY 2014)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.145	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)	None
I.146	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I.147	FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) – Alternate I (APR 1984), Alternate II (APR 1984), and Alternate III (APR 1984)	None
I.148	FAR 52.243-6	Change Order Accounting (APR 1984) (All CLINs)	None
I.149	FAR 52.243-7	Notification of Changes (APR 1984)	(b) 10 (d) 30
I.150	FAR 52.244-2	Subcontracts (JUN 2007) – Alternate I (JUN 2007)	(d) USEC (j) Pro2Serve; InSolves; WAI
I.151	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None
I.152	FAR 52.244-6	Subcontracts for Commercial Items (FEB 2009)	None
I.153	FAR 52.245-1	Government Property (JUN 2007)	None
I.154	FAR 52.245-9	Use and Charges (JUN 2007)	None
I.155	FAR 52.246-23	Limitation of Liability (FEB 1997)	None
I.156	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	None
I.157	FAR 52.247-1	Commercial Bill of Lading Notations (FEB 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC30-10CC40017, the Contract Administration Office specified in the Section G Clause entitled, Contract Administration
I.158	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	None
I.159	FAR 52.248-1	Value Engineering (FEB 2000)	
I.160	FAR 52.249-1	Termination for Convenience of the Government (Fixed Price) (Short Form) (APR 1984); Alt I (Apr 1984)	None
I.161	FAR 52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012); Alt I (SEPT 1996)	None
I.162	FAR 52.249-3	Termination for Convenienceof the Government (Dismantling, Demolition, or Removal of Improvements) (APR 2012)	None
I.163	FAR 52.249-4	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)	None
I.164	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004)	None
I.165	FAR 52.249-8	Default (Fixed Price Supply and Service) (APR 1984)	None
I.166	FAR 52.249-14	Excusable Delays (APR 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.167	FAR 52.251-1	Government Supply Sources (APR 1984)	None
I.168	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (JAN 1991)	None
I.169	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I.170	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	None
I.171	DEAR 952.204-2	Security (MAR 2013) Deviation	None
I.172	DEAR 952.204-70	Classification/Declassification (SEPT 1997)	None
I.173	DEAR 952.204-75	Public Affairs (DEC 2000)	None
I.174	DEAR 952.204-77	Computer Security (AUG 2006)	None
I.175	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I.176	DEAR 952.208-70	Printing (APR 1984)	None
I.177	DEAR 952.209-72	Organizational Conflicts of Interest (AUG 2009), Alternate I (Feb 2011)	Zero
I.178	DEAR 952.215-70	Key Personnel (DEC 2000)	None
I.179	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (JUN 2013); DEAR (FEB 2011)	(a) (3) **15th**
I.180	DEAR 952.223-72	Radiation Protection and Nuclear Criticality (APR 1984)	None
I.181	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I.182	DEAR 952.223-76	Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (DEC 2010)	None
I.183	DEAR 952.223-78	Sustainable Acquisition Program (OCT 2010); Alt 1 (OCT 2010)	None
I.184	DEAR 952.227-11	Patent Rights-Retention by the Contractor (Short Form) (FEB 1995)	None
I.185	DEAR 952.227-13	Patent Rights-Acquisition by the Government (SEP 1997)	None
I.186	DEAR 952.227-82	Rights to Proposal Data (APR 1994)	
I.187	DEAR 952.227-84	Right to Request Patent Waiver (FEB 1998)	None
I.188	DEAR 952.242-70	Technical Direction (DEC 2000)	None
I.189	DEAR 952.247-70	Foreign Travel (JUN 2010)	None
I.190	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
I.191	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	None
I.192	DEAR 970.5204-1	Counterintelligence (DEC 2010)	None
I.193	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (DEC 2000)	See Section J, Attachment 2, Lists A and B
I.194	DEAR 970.5204-3	Access to and Ownership of Records (OCT 2014)	(b)(1) through (b)(5) are Contractor-owned records.

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.195	DEAR 970.5215-3	Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (AUG 2009)	None
I.196	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)	None
I.197	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (DEC 2010)	None
I.198	DEAR 970.5223-6	Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (OCT 2010)	None
I.199	DEAR 970.5223-7	Sustainable Acquisition Program (OCT 2010)	None
I.200	DEAR 970.5227-1	Rights in Data – Facilities- (DEC 2000)	None
I.201	DEAR 970.5229-1	State and Local Taxes (DEC 2000)	None
I.202	DEAR 970.5231-4	Preexisting Conditions (DEC 2000) Alternate II (DEC 2000)	(a) 8/16/10; 8/16/10
I.203	DEAR 970.5232-5.	Liability with Respect to Cost Accounting Standards (DEC 2000)	None

I.204 FAR 52.216-18, ORDERING (OCT 1995)

(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 **3/29/16** through **9/30/18 (Initial 30-Month Option Period) and 10/1/18 through 3/28/2021 (Follow On 30-Month Option Period)**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.205 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 **See Section B.** 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 **See Section B.**

(2) Any order for a combination of items in excess **See Section B.** or

(3) A series of orders from the same ordering office within **See Section B.** 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 **See Section B.** 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.206 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 September 29, 2019, for the Initial Option Period and September 29, 2022, for the Follow On Option Period.

I.207 952.204-2 SECURITY REQUIREMENTS (OCTOBER 2013) DEVIATION

(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-- (I) 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-- (I) 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.

(a) 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.

(b) 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).

(c) 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.

(d) 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.

(e) 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.

(f) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:

(1) The date(s) each Review was conducted;

(2) Each entity that provided information concerning the individual;

(3) 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;

(4) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

(5) 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. (End of clause)

I.208 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(A) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(B) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(C) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

I.209 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(A) Definition. As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(B) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(C) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(D) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(E) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(a) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
(b) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(F) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(G) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.210 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage—Fringe Benefits
Accounting Clerk I	**12.47**
Accounting Clerk II	**14.00**
Admin Assistant	**19.41**
Chemical Operator	**17.84**
Dosimetry Technician	**15.67**
Drafter III	**17.46**
Drafter IV	**21.49**
Engineering Aide I	**11.28**
Engineer Aide II	**12.47**
Engineer Aide III	**14.00**
Engineer Technician I	**12.47**
Environmental/Laboratory Technician II	**17.46**
Environmental/Laboratory Technician III	**19.41**
Executive Assistant	**23.74**
Facilities Coordinator	**15.67**
Finance Clerk	**14.00**
General Clerk I	**11.28**
General Clerk II	**12.47**
Haz Mat Technician Specialist	**17.84**
Health Physics Technician III	**19.41**
Industrial Vacuum Loader Operator	**17.84**
Instrument Mechanic	**22.82**
Information/Records Specialist II	**15.67**
Information/Records Specialist III	**17.46**
Information Mgmt. Technician II	**19.41**
Inventory Supply Specialist	**16.55**
Laborer, Transportation	**12.63**
Lead Mailroom Supply Specialist	**16.55**
Locomotive/Switchman	**19.16**
Material Coordinator	**19.16**
Medical Assistant	**14.00**
Millwright	**22.82**
Office Manager	**28.72**
Pipefitter	**22.82**
Planning/Control Analyst B	**23.74**
Plant System Operator	**21.76**

Plant System Senior Operations Specialist	**22.82**
Private Motor Carrier Operator	**19.16**
Procurement Coordinator	**15.67**
Procurement Technician II	**15.67**
Procurement Technician III	**19.41**
Professional Warehouse Attendant	**15.24**
Project Control Analyst	**23.74**
QA Checker	**12.47**
QA Specialist	**15.67**
QA Technician	**19.41**
QA/QC Engineer	**17.46**
Quality Verifier II	**15.67**
Radiological Control Engineer	**17.46**
Radiation Control Technician III	**19.41**
Radiation Control Technician Specialist	**15.67**
Radiochemistry Technician	**19.41**
Records Clerk	**14.00**
Records Specialist	**19.41**
Regulatory Specialist	**19.41**
Respirator Wash	**12.63**
Rigger	**22.82**
Safety Technician Specialist	**15.67**
Secretary I	**14.00**
Secretary II	**15.67**
Secretary III	**17.46**
Training Administrator	**23.74**
Word Processor III	**15.67**

I.211 FAR 52.223-5, POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(A) Definitions. As used in this clause—
"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Implementing Instruction VIII of Executive Order 13423, Greening the Government through Leadership in Environmental Management.
"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(B) Executive Order 13423 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(C) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

I.212 FAR 52.223-10, WASTE REDUCTION PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(A) Definitions. As used in this clause—
"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(B) Consistent with the requirements of Section 3(a) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

I.213 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAY 2001)

(A) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(B) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.214 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAR 2009)

(A) Definitions. As used in this clause—

"Caribbean Basin country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item" means–

(a) Any item of supply (including construction material) that is
  (1) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  (2) Solid in substantial quantities in the commercial marketplace; and
  (3) Offered to the Government, under a contractor or subcontract at any tier, without the modification, in the same form in which it is solid in the commercial marketplace; and

(b) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(c) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(d) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(e) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(f) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(g) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African

Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(h) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means—

(i) An unmanufactured construction material mined or produced in the United States; or

(j) A construction material manufactured in the United States, if --

(1) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
(2) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that—

(k) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(l) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(m) Is wholly the growth, product, or manufacture of a least developed country; or

(n) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that—

(o) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(p) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(B) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S. C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See Far 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

(a) None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(a) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is

unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(b) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(c) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(C) Request for determination of inapplicability of the Buy American Act.

(1) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(2) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(3) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(4) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(5) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will

modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(6) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(D) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....
Item 2:			
Foreign construction material	.....	.....	.....
Domestic construction material	.....	.....	.....

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

I.215 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

(A) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(B) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(C) Contractors shall submit the above referenced transportation documents to—

General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.216 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(A) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(B) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.217 DEAR 952.226-74, DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

(A) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(B) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(C) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

I.218 DEAR 970.5223-2, AFFIRMATIVE PROCUREMENT PROGRAM AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

(A) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally preferable products and services, recycled content products and biobased products. This guidance is available on the Internet.

(B) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.

(C) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.

(D) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties

(E) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

I.219 DEAR 970.5223-5, DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY AS MODIFIED BY DOE ACQUISITION LETTER 2008-05 (APR 2008)

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13423 and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13423 and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 8 of Executive Order 13423 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

I.220 DEAR 970.5226-2, WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

(A) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.

(B) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

I.221 DEAR 970.5226-3, COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

I.222 FAR 52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

(A) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5).

(B) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

I.223 FAR 52.204-11, AMERICAN RECOVERY AND REINVESTMENT ACT – REPORTING REQUIREMENTS (MAR 2009)

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

"Contract," as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq*. For discussion of various types of contracts, see FAR Part 16.

"First-tier subcontract" means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

"*Jobs created"* means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as ''full-time equivalent'' (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as ''full-time equivalent'' (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

"Total compensation" means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do

not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds $10,000.

(B) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(C) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(D) The Contractor shall report the following information, using the online reporting tool available at *http://www.FederalReporting.gov*.

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(a) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(b) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(a) In the Contractor's preceding fiscal year, the Contractor received—

(1) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(3) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than $25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over $25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as

required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(b) Name of the subcontractor.

(c) Amount of the subcontract award.

(d) Date of the subcontract award.

(e) The applicable North American Industry Classification System (NAICS) code.

(f) Funding agency.

(g) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(h) Subcontract number (the contract number assigned by the prime contractor).

(i) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(j) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(k) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(1) In the subcontractor's preceding fiscal year, the subcontractor received—

(2) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(3) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(4) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I.224 FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS—BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (AUG 2009)

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free trade agreement (FTA) country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Manufactured construction material" means any construction material that is not unmanufactured construction material.

"Recovery Act designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);
(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

"Recovery Act designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been—
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"WTO GPA country construction material" means a construction material that—
(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(B) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a–10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(a) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
(b) The Buy American Act by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:
(a) **None**

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
(a) The cost of domestic construction material would be unreasonable.
(b) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;
(c) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
(d) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
(e) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(5) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(a) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
(1) A description of the foreign and domestic construction materials;
(2) Unit of measure;
(3) Quantity;
(4) Cost;
(5) Time of delivery or availability;
(6) Location of the construction project;
(7) Name and address of the proposed supplier; and

(8) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(b) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(c) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(d) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(6) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(7) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.

(C) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction Material Description	**Unit of Measure**	**Quantity**	**Cost (Dollars)***
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information*.]
[* *Include all delivery costs to the construction site*.]

Foreign and Domestic

I.225 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(A) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $8,000,000.00 dollars

(B) The maximum amount for which the Government shall be liable if this contract is terminated is $8,000,000.00 dollars.

I.228 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

Accounting Clerk I		$12.11
Accounting Clerk II		$13.59
Admin Assistant		$18.84
Dosimetry Technician		$15.21
Drafter III		$16.95
Drafter IV		$20.86
Engineering Aide I		$11.10
Engineering Aide II		$12.11
Engineering Aide III		$13.59
Engineer Technician I		$12.11
Env/Laboratory Technician II		$16.95
Env/Laboratory Technician III		$18.84
Executive Assistant		$18.84
Facilities Coordinator		$15.21
Finance Clerk		$13.59
General Clerk I		$11.10
General Clerk II		$12.11
Guard (Unarmed)		$15.21
Guard (Armed)		$16.95

Haz Mat Technician Specialist		$17.63
Health Physics Technician III		$18.84
Instrument Mechanic		$24.30
Information/Records Specialist II		$15.21
Information/Records Specialist III		$16.95
Information Mgmt Technician II		$18.84
Inventory Supply Specialist		$17.63
Laborer		$14.85
Material Coordinator		$20.41
Medical Assistant		$13.59
Millwright		$24.30
Pipefitter		$24.30
Planning/Control Analyst B		$23.04
Plant System Operator		$23.16
Plant System Senior Operations Specialist		$23.16
Private Motor Carrier Operator		$21.76
Procurement Coordinator		$15.21
Procurement Technician II		$15.21
Procurement Technician III		$18.84
Professional Warehouse Attendant		$17.63
QA Checker		$12.11
QA Specialist		$15.21

I.229 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.230 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is—
  (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  (ii) Sold in substantial quantities in the commercial marketplace; and
  (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan,Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country ((Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy Americanstatute.

(d) *Data.*

To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction material description	Unit of measure	Quantity	Price (dollars)[1]
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[1]Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

I.231 FAR 52.247-67, SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.232 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.233 DEAR 952.226-74, DISPLACED EMPLOYEE HIRING PREFERENCE (JUNE 1997)

(a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

I.234 DEAR 970.5226-2, WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)

(a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, 42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.

(b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

I.235 DEAR 970.5226-3, COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

I.236 FAR 52.203-15, WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts that are funded in whole or in part with Recover Act funds.

I.237 FAR 52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—BUY AMERICAN STATUTE—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least

developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

Foreign construction material means a construction material other than a domestic construction material.

Free trade agreement (FTA) country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Nondesignated country means a country other than the United States or a designated country.

Recovery Act designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland,

Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

Recovery Act designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

WTO GPA country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.*

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material.

Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American statute.*

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and

the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable statute.

(d) *Data.*

To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN (NONDESIGNATED COUNTRY) AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction material description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign construction material	____	____	____
Domestic construction material	____	____	____
Item 2:			
Foreign construction material	____	____	____
Domestic construction material	____	____	____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

*[*Include all delivery costs to the construction site.]*

I.238 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 complete in accordance with agency procedures*].

ATTACHMENT 8

Section J, *List of Attachments*

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

SECTION J – LIST OF ATTACHMENTS

Changes from Base Contract Only

ATTACHMENT J-2 – LISTS A AND B

ATTACHMENT J-6 - RESERVED

ATTACHMENT J-7 – SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

ATTACHMENT J-8 – DAVIS-BACON WAGES

ATTACHMENT J-10 – SUBCONTRACTING PLAN

ATTACHMENT J-12 – GFS&I

ATTACHMENT J-14 - CSCS

ATTACHMENT J-17 – COMPREHENSIVE DOE SITE URANIUM INVENTORY

ATTACHMENT J-19– RESERVED

ATTACHMENT J-20– INTEGRATED WORK CONTROL SYSTEM AND REPORTING REQUIREMENTS

ATTACHMENT J-21– PERFORMANCE EVALUATION AND MEASUREMENT PLAN

ATTACHMENT J-22– TASK ORDERS

ATTACHMENT J-23– PERFORMANCE BASED INCENTIVES

ATTACHMENT J-24– PERFORMANCE SCHEDULE

ATTACHMENT 9

Section J, Attachment 2, *Lists A and B*

SECTION J – ATTACHMENT 2

LISTS A & B

Changes from Base Contract Only

LIST B

APPLICABLE DOE DIRECTIVES

Revisions:

From:

Current Directive	Subject
DOE Directive(Orders, Policies, Notices, Manuals, Guidance, Standards)	N/A – Column Description Change
DOE P 470.1A	Safeguards and Security Program
DOE O 551.1D, CRD	Official Foreign Travel

To:

Revised Directive	Subject
DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards, and Memorandums)	N/A – Column Description Change
DOE P 470.1B	Safeguards and Security Program
DOE O 551.1D, Change 1, CRD	Official Foreign Travel

Additions:

Add: HCA Directive 3.1, *Addressing Cost Overruns in Contract Modifications,* at the end of List B.

ATTACHMENT 10

Section J, Attachment 6, *Reserved*

SECTION J – ATTACHMENT 6

RESERVED

ATTACHMENT 11

Section J, Attachment 7, *Site Services and Interface Requirements Matrix*

SECTION J - ATTACHMENT 7

SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

Changes from Base Contract Only

Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	ISS	USEC	Other Site Users (on or off site)	D&D Contract Requirements	Cost Allocations
I	Master Plan - The ETS contractor develops the initial strategy, then the D&D contractor reviews and updates. Ownership of the overall cleanup strategy document is transferred from the ETS contractor and maintained by the D&D contractor.	Provides input	Update and maintain	Provides input	Provides input	Provides input	C.2.7.1	D&D contractor bears the cost burden for work necessary to maintain and update; other contractors/users bear internal and implementation costs
P/I	Management of Waste - Waste generated during Surveillance and Maintenance and D&D activities is managed by the D&D contractor.	Perform independent oversight and independent monitoring and inspection activities. Coordinate with D&D contractor.	Receives, stores, and dispositions waste generated from D&D Project (D&D, FSS, ETS, and DOE) activities. Responsible for site wide waste disposal and recycling programs (e.g. aluminum cans, paper, including document shredding, if applicable)	Notify and coordinate with D&D contractor related to anticipated waste generation. Disposal of sanitary waste provided by the D&D contractor at facility dumpsters.	N/A	N/A	C.2.5	D&D contractor bears the cost burden for waste management and recycling program, administration, and implementation activities. Other contractors/users bear internal and support costs.

Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	ISS	USEC	Other Site Users (on or off site)	D&D Contract Requirements	Cost Allocations
S/I	Shipping and Receiving Services – Receipt of materials at the loading dock, entering the information in a shared database, and delivery of the material to the designated field location. Shipping services via commercial carriers is also included.	Receives shipping and receiving services from ISS. Responsible for quality inspection of ETS material. Responsible for appropriate packaging and delivery to the loading dock area of ETS items to be shipped off-site. Transportation Control Center for monitoring security sensitive and other shipments for DOE.	Receives shipping and receiving services from ISS. Responsible for quality inspection of D&D material. Responsible for appropriate packaging and delivery to the loading dock area of D&D items to be shipped off-site. Responsible for shipping D&D generated wastes and materials.	Responsible to provide shipping and receiving services to DOE and DOE contractors and subcontractors. Services include: notification to the purchasing contractor that material is received and ready for inspection, maintaining a shared database to view and track shipment status.	N/A	N/A	N/A	The ISS contractor will bear the cost burden for shipping and receiving services for DOE and DOE contractors and subcontractors. The D&D contractor will bear the cost of shipping D&D and remediation wastes and materials.

Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	ISS	USEC	Other Site Users (on or off site)	D&D Contract Requirements	Cost Allocations
I/S	Property Management – the D&D contractor has the responsibility for site wide DOE personal and real property management reporting. The D&D contractor is responsible for maintaining the FIMS and PIDS database by coordinating with other site contractors.	Provide information to D&D contractor.	Manage assigned real and personal property and responsible for reporting of real and personal property information for the D&D Project. Responsible for excess property disposition.	Manage assigned real and personal property and provide information to the D&D contractor.	Manage assigned real and personal property and provide information to D&D contactor.	Manage assigned real and personal property and provide information to D&D contractor.	C.2.7.11	Contractors will bear the cost burden for cradle-to-grave management of assigned real and personal properties. However, the D&D contractor will bear the cost burden for reporting of property management information.
I	Fleet Management and Equipment Repairs – The D&D contractor is responsible for fleet management including the GSA vehicles and reporting for the D&D project. 1. GSA interface 2. Fuel and maintenance reporting 3. Fleet maintenance scheduling 4. GSA lease payment (including routine maintenance)	Coordinate vehicle use with DOE.	Responsible for fleet management of assigned vehicles and equipment. Additionally, responsible for reporting for the D&D Project.	Responsible for fleet management of assigned vehicles and equipment.	N/A	N/A	C.2.7.11	Contractors will bear the cost burden for fuel, tracking, and repair of assigned vehicles and equipment. The D&D contractor will bear the cost burden for management and reporting for Fleet Management.

Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	ISS	USEC	Other Site Users (on or off site)	D&D Contract Requirements	Cost Allocations
S	Mail Service – ISS contractor provides the central pick up and drop off service. Each contractor is responsible for its internal mail services.	Receives service from ISS. Responsible for dropping off ETS outgoing mail and retrieving ETS incoming mail from the designated central drop off point.	Receives service from ~~F~~/SS. Responsible for dropping off D&D outgoing mail and retrieving D&D incoming mail from the designated central drop off point.	Provides mail service to ETS, D&D, and DOE. ISS contractor shall also be responsible for outgoing U.S. Mail. Shall provide postage/stamps for DOE, ETS, and the D&D Project contractors associated with DOE related business. ISS will deliver incoming mail to a central drop off point where it will be picked up by the D&D Project contractors. The D&D Project contractors will drop off mail to the central drop off point for outgoing mail.	N/A	N/A	N/A	ISS contractor will bear cost burden for central pick up and drop off service.

Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	ISS	USEC	Other Site Users (on or off site)	D&D Contract Requirements	Cost Allocations
I	Fleet Reporting Administration – the D&D contractor is responsible for all fleet reporting into the FAST database for all GSA, GFE, and commercial leases.	Coordinate vehicle use with DOE.	Responsible for reporting data into the FAST database. Data will include vehicle class, fuel type, age by class, total lease costs per vehicle class, indirect (bulk material cost, personnel rates, etc.) per class, annual mileage totals per class and proposed future purchases per vehicle class.	Responsible for reporting data to D&D for incorporation into the FAST database and coordinating vehicle information with the D&D contractor.	N/A	N/A	C.2.7.11	Contractors will bear the cost burden for fuel, tracking and lease costs of assigned GSA vehicles and equipment. The D&D contractor will bear the cost burden for reporting Fleet Management.

Type of Interface	Task (Service – Optional, Interface)	ETS	D&D	ISS	USEC	Other Site Users (on or off site)	D&D Contract Requirements	Cost Allocations
S	In support of the DOE/GSA MOA for Vehicle Consideration at PORTS, the D&D contractor shall be responsible for providing all aspects of routine garage vehicle maintenance (preventive and corrective), and shall also facilitate any required off-site damage repairs caused by accidents or other causes for all Portsmouth Site GSA tagged vehicles.	Responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles.	Provide routine and preventive maintenance of all GSA tagged vehicles for the Portsmouth Site.	Responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles.	N/A	BWCS responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles.	C.2.7.11	D&D Contractor will bear the cost burden for routine, preventive, and corrective maintenance of GSA tagged vehicles. The ISS contractor will bear the cost burden for reporting Fleet Management. Each Site Contractor will be responsible and bear the cost burden for corrective repairs facilitated by the D&D contractor relating to vehicle damages for all GSA vehicles assigned to their contract.
S	Environmental Management System (EMS)	Provides EMS Issues/requirement information to the D&D contractor.	Designated lead for coordinating sitewide EMS issues and requirements. Receives input from others.	Provides EMS Issues/requirement information to the D&D contractor.	Provides EMS Issues/requirement information to the D&D contractor.	Provides EMS Issues/requirement information to the D&D contractor.	DOE O 436.1	

ATTACHMENT 12

Section J, Attachment 8, *Davis Bacon Wage Determination*

SECTION J – ATTACHMENT 8

DAVIS BACON ACT WAGE DETERMINATION

OH120029 MOD 39 LAST MODIFICATION OH29
****THIS WAGE DETERMINATION WAS ACTIVE AS OF THE END OF YEAR****
General Decision Number: OH120029 12/21/2012

Superseded General Decision Number: OH20100029

State: Ohio

Construction Type: Building

Counties: Adams, Allen, Ashland, Auglaize, Belmont, Brown, Butler, Clermont, Clinton, Coshocton, Crawford, Delaware, Erie, Fairfield, Fayette, Franklin, Greene, Guernsey, Hancock, Harrison, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Licking, Madison, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Perry, Pickaway, Pike, Preble, Richland, Ross, Sandusky, Scioto, Seneca, Tuscarawas, Vinton, Warren, Washington, Wayne, Wood and Wyandot Counties in Ohio.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including four (4) stories)

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/20/2012
3	01/27/2012
4	02/03/2012
5	02/10/2012
6	02/17/2012
7	03/09/2012
8	03/16/2012
9	03/23/2012
10	04/06/2012
11	04/13/2012
12	04/20/2012
13	04/27/2012
14	05/04/2012
15	05/11/2012
16	05/18/2012
17	05/25/2012
18	06/01/2012
19	06/08/2012
20	06/15/2012
21	06/22/2012
22	06/29/2012
23	07/06/2012
24	07/13/2012
25	07/20/2012
26	07/27/2012
27	08/03/2012
28	08/10/2012

29	08/17/2012
30	08/24/2012
31	08/31/2012
32	09/28/2012
33	10/26/2012
34	11/02/2012
35	11/09/2012
36	11/23/2012
37	12/07/2012
38	12/14/2012
39	12/21/2012

ASBE0003-001 08/01/2012

ERIE (to Sandusky city limits) & HURON

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	$ 36.98	16.80

ASBE0008-001 07/01/2012

ADAMS, BROWN, BUTLER (Including Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne Townships), CLERMONT, HIGHLAND & WARREN (Including Deerfield, Hamilton, Harlan, Salem, Union & Washington Townships)

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	$ 28.50	13.22

ASBE0041-003 07/01/2012

ALLEN

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)	$ 29.73	12.93

ASBE0045-001 07/01/2012

ERIE (City limits of Sandusky & Townships of Groton, Margaretta, Oxford & Perkins), HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	$ 29.01	22.09

ASBE0050-001 03/01/2012

CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, ROSS, and VINTON COUNTIES

	Rates	Fringes
Asbestos Worker/Insulator (Includes application of all insulating materials, protective coverings, coatings & finisings to all types of mechanical systems)	$ 25.78	11.72

ASBE0050-002 03/01/2012

AUGLAIZE, BUTLER (Lemon & Madison Townships), CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE, and WARREN (Clear Creek, Franklin, Massie, Turtle Creek & Wayne Townships)

	Rates	Fringes
Asbestos Worker/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	$ 23.30	10.72

ASBE0080-004 03/05/2012

JACKSON, PIKE, SCIOTO, and WASHINGTON COUNTIES

	Rates	Fringes
Insulator/asbestos worker (SCOPE OF WORK, includes application of all insulating materials, protective		

coverings, coatings and
finishings to all types of
mechanical systems and
Hazardous Material Handler).....$ 30.20 17.97

ASBE0084-001 07/02/2011

ASHLAND, COSHOCTON, HARRISON, HOLMES, RICHLAND, TUSCARAWAS & WAYNE

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Includes application of all insulating materials, protective coverings coatings & finishings to all types of mechanical systems)	$ 28.22	15.50

ASBE0207-004 06/01/2012

ALLEN

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scraping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	$ 21.15	12.20

ASBE0207-006 08/01/2009

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)		
ADAMS, BROWN, BUTLER (Townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne), CLERMONT, HIGHLAND & WARREN (Townships of Deerfield, Hamilton, Harlan, Salem, Union & Washington) COUNTIES	$ 23.60	9.80

ASHLAND, COSHOCTON, ERIE (Post Offices & Townships of: Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion), HARRISON & HURON COUNTIES...$ 23.60 9.80
AUGLAIZE, BUTLER (Townships of Lemon & Madison), CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Townships of Clear Creek, Franklin, Massie, Turtle Creek & Wayne) COUNTIES.....$ 23.60 9.80
CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, ROSS & VINTON COUNTIES.....$ 23.60 9.80
ERIE (Portion covered by the city limits of Sandusky, Ohio & by the Townships of Groton, Margaretta, Oxford & Perkins), HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT COUNTIES.....$ 25.20 10.30
HOLMES, RICHLAND, TUSCARAWAS & WAYNE COUNTIES.$ 22.60 9.40

BOIL0085-001 01/01/2012

ALLEN, ASHLAND, AUGLAIZE, CRAWFORD, DELAWARE, ERIE, HANCOCK, HURON, KNOX, MORROW, OTTAWA, RICHLAND, SANDUSKY, SENECA, WOOD & WYANDOT

	Rates	Fringes
BOILERMAKER.....$	31.01	22.84

BOIL0105-001 01/01/2012

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, FAIRFIELD, FAYETTE, FRANKLIN, GREENE, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LICKING, MADISON, MIAMI, MONTGOMERY, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PREBLE, ROSS, SCIOTO, VINTON, and WARREN

	Rates	Fringes
BOILERMAKER.....$	32.99	23.72

BOIL0154-005 06/01/2011

JEFFERSON

	Rates	Fringes
BOILERMAKER	$ 41.25	20.97

BOIL0667-002 10/01/2011

BELMONT, MONROE & WASHINGTON

	Rates	Fringes
BOILERMAKER	$ 36.91	19.64

BOIL0744-005 01/01/2012

COSHOCTON, HARRISON, HOLMES, TUSCARAWAS & WAYNE

	Rates	Fringes
BOILERMAKER	$ 33.56	24.25

BROH0003-001 07/01/2011

WOOD COUNTY (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids)

	Rates	Fringes
Bricklayer, Stonemason	$ 28.38	15.78

BROH0003-004 07/01/2011

WOOD COUNTY (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids)

	Rates	Fringes
FINISHER	$ 23.58	7.92
Marble Setter, Terrazzo Worker & Tile Setter	$ 29.48	10.55

BROH0005-005 05/01/2011

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes

Marble Setter Finisher/Tile
Setter Finisher.....$ 26.30 10.23
Terrazzo Worker Finisher.....$ 26.00 10.61

BROH0006-001 05/01/2012

TUSCARAWAS

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason	$ 26.00	11.28

BROH0006-002 05/01/2012

TUSCARAWAS

	Rates	Fringes
FINISHER	$ 21.28	9.76
Marble Setter, Terrazzo Worker, Terrazzo Grinder & Tile Setter	$ 23.89	9.76

BROH0006-004 05/01/2012

TUSCARAWAS

	Rates	Fringes
Cement Mason/Plasterer	$ 26.00	11.28

BROH0008-004 06/01/2008

	Rates	Fringes
Marble Setter Finisher/Terrazzo Worker Finisher		
COSHOCTON, HARRISON, HOLMES, JEFFERSON & WAYNE (Excluding Milton & Chippewa Townships) COUNTIES	$ 22.17	10.23
Tile setter finisher		
COSHOCTON, HOLMES, JEFFERSON (Townships of Mt. Pleasant, Warren, Salineville & the Village of Dillonvale), & WAYNE (Excluding Milton & Chippewa Townships) COUNTIES	$ 22.17	10.23

BROH0009-001 07/01/2011

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.

Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

	Rates	Fringes
Bricklayer, Stonemason	$ 24.72	15.61
Marble Setter, Terrazzo Worker & Tile Setter	$ 24.72	15.61
Refractory	$ 29.44	15.61

BROH0010-001 07/01/2012

JEFFERSON COUNTY (Brush Creek & Saline Townships)

	Rates	Fringes
BRICKLAYER BRICKLAYERS; CAULKERS; CLEANERS; CEMENT BLOCKLAYERS; MARBLE SETTERS; POINTERS; STONEMASONS & TERRAZZO WORKERS	$ 26.37	14.54
TILE FINISHER	$ 21.37	14.54
TILE SETTER	$ 24.37	14.09

BROH0014-001 07/01/2005

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Tile setter finisher	$ 20.61	8.85

BROH0018-001 06/01/2011

BROWN, BUTLER, CLERMONT, PREBLE Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason	$ 26.32	10.26
Refractory	$ 26.97	10.26

BROH0018-004 09/01/2011

BROWN, BUTLER, CLERMONT, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) and WARREN COUNTIES

	Rates	Fringes
Marble Setter, Terrazzo		

Worker & Tile Setter.....$ 26.86 10.08

BROH0018-006 09/01/2011

ADAMS, BROWN, BUTLER, CLERMONT, FAYETTE, JACKSON, PIKE, ROSS, SCIOTO, VINTON, WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Marble, terrazzo and tile finisher		
Finishers	$ 22.72	10.08
Marble Sanders, Polishers, Waxers & Sawyers	$ 22.37	10.08
Terrazzo Base Grinders (while operating base grinding machine)	$ 22.31	10.08

BROH0022-001 01/01/2012

CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason	$ 25.29	10.48

BROH0022-002 07/01/2011

CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships)

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter	$ 23.90	8.90

BROH0022-003 07/01/2011

AUGLAIZE, CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Base Machine Men	$ 22.37	5.06
FINISHER	$ 21.87	5.06

BROH0035-001 07/01/2010

ALLEN and AUGLAIZE COUNTIES

	Rates	Fringes

Bricklayer, Caulkler,
Cleaner, Pointer, Stonemason
& Tile Setter.....$ 24.67 11.57

BROH0039-001 06/01/2011

ADAMS & SCIOTO

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; MARBLE SETTERS; POINTERS; STONEMASONS; TERRAZZO WORKERS; & TILE SETTERS	$ 29.17	14.62

BROH0040-001 06/01/2011

ASHLAND, CRAWFORD, HOLMES, MORROW, RICHLAND, WAYNE and WYANDOT
(Except Crawford, Ridge, Richland & Tymochtee Townships)
COUNTIES

	Rates	Fringes
BRICKLAYER		
BLOCKLAYERS; CAULKERS; CLEANERS; MARBLE SETTERS; POINTERS; STONEMASONS; TERRAZZO WORKERS & TILE SETTERS	$ 27.05	15.94

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
"Hot" work: $2.50 above journeyman rate.

BROH0044-001 06/01/2011

	Rates	Fringes
BRICKLAYER		
COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, LICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS	$ 25.50	11.45

Cement Mason/Plasterer
COSHOCTON & GUERNSEY

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     COUNTIES
      CEMENT MASONS & PLASTERERS.$ 25.50            11.45
----------------------------------------------------------------
 BROH0045-001 06/01/2011

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

                                    Rates          Fringes

Bricklayer, Caulker, Cement
Mason, Cleaner, Pointer &
Stonemason.....................$ 29.20            11.63
----------------------------------------------------------------
 BROH0046-001 06/01/2011

                                    Rates          Fringes

BRICKLAYER (CAULKERS; CEMENT
BLOCK  LAYERS; CLEANERS;
GUNNITE MASONS; MARBLE
SETTERS; POINTERS; REFRACTORY
 MASONS; STONEMASONS;
TERRAZZO WORKERS & TILE
SETTERS)
     ERIE, HANCOCK, HURON,
     OTTAWA, SANDUSKY, SENECA,
     WOOD (Perry & Bloom
     Townships) and WYANDOT
     (Tymochtee, Crawford,
     Ridge & Richland
     Townships) COUNTIES & the
     Islands of Lake Erie north
     of Sandusky.................$ 28.02            15.34
Cement Mason and plasterer
     ERIE, HURON, OTTAWA,
     SANDUSKY, SENECA, WOOD
     (Perry & Bloom Townships)
     and  WYANDOT (Tymochtee,
     Crawford, Ridge & Richland
     Townships) COUNTIES & the
     Islands of Lake Erie north
     of Sandusky.................$ 28.02            15.34
Marble Setter Finisher,
Terrazzo Worker Finisher,
Tile Setter Finisher
     HANCOCK, OTTAWA, SANDUSKY,
     SENECA, WOOD (Perry &
     Bloom Townships) and
     WYANDOT (Tymochtee,
     Crawford, Ridge & Richland
     Townships) COUNTIES & the
     Islands of Lake Erie north
     of Sandusky.................$ 28.02            15.34

  FOOTNOTE: Colored or shake floors and epoxy floors: $.75 per
  hour above journeyman rate.
  Layout Man and Sawman; Premium topping materials (emery,
```

iron, etc.): $1.00 per hour above journeyman rate.
Free standing stack work ground level to top of stack; Sandblasting and laying of carbon masonry material in swing stage and/or scaffold; Vertical slip forms, jump forms or continuous forming of any kind up to 50 feet; Ramming and spading of plastics and gunniting: $1.50 per hour above journeyman rate.
Vertical slip forms, jump forms or continuous forming of any kind above 50 feet: 1 1/2 times journeyman rate.
"Hot" work: $2.50 above journeyman rate.

BROH0052-002 06/01/2011

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
BRICKLAYER Blocklayer, Caulker, Cleaner, Marble Setter, Pointer, Stonemason, Terrazzo Worker & Tile Setter	$ 26.60	12.75

BROH0055-001 06/01/2010

DELAWARE, FRANKLIN, MADISON and PICKAWAY COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason	$ 27.21	12.49

BROH0055-002 06/01/2011

COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, LICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships), & PERRY

	Rates	Fringes
Marble & Tile Setter	$ 25.16	10.53
TERRAZZO WORKER	$ 25.41	10.53

BROH0055-004 06/01/2011

BELMONT, DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY & PICKAWAY

	Rates	Fringes
Marble & Tile Finisher	$ 25.48	3.47

TERRAZZO FINISHER.....$ 25.73 3.47

CARP0069-001 07/01/2012

TUSCARAWAS & WAYNE

	Rates	Fringes
Carpenter & Soft Floor Layer.....	$ 25.38	11.93

CARP0069-005 07/01/2012

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Carpenter & Soft Floor Layer.....	$ 24.30	12.09

CARP0171-001 07/01/2012

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
Carpenter & Soft Floor Layer.....	$ 25.66	13.75

CARP0200-001 06/01/2011

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON, MORGAN, MUSKINGUM, NOBLE, PERRY and PICKAWAY COUNTIES

	Rates	Fringes
Carpenter & Soft Floor Layer.....	$ 24.89	11.05
PILEDRIVERMAN.....	$ 25.57	11.05

CARP0248-002 07/01/2008

HANCOCK & WOOD

	Rates	Fringes
FLOOR LAYER: Carpet.....	$ 26.35	14.78

CARP0248-003 07/01/2008

HANCOCK

	Rates	Fringes
Carpenter/Lather.....	$ 23.71	13.28

CARP0356-001 06/01/2011

HOCKING, VINTON and WASHINGTON

	Rates	Fringes
CARPENTER	$ 26.26	14.40
FLOOR LAYER: Carpet	$ 25.63	13.95
PILEDRIVERMAN	$ 26.56	14.40

CARP0372-001 07/01/2008

ALLEN & AUGLAIZE

	Rates	Fringes
Carpenter/Lather	$ 23.18	13.28

CARP0437-001 06/01/2011

ADAMS, FAYETTE, HIGHLAND, JACKSON, PIKE, ROSS & SCIOTO COUNTIES

	Rates	Fringes
CARPENTER	$ 25.33	14.90
PILEDRIVERMAN	$ 28.61	14.90

CARP0735-001 07/01/2012

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
Carpenter & Soft Floor Layer	$ 24.72	11.55

CARP1066-001 09/01/2009

BROWN, BUTLER, CLERMONT, CLINTON & WARREN

	Rates	Fringes
MILLWRIGHT	$ 27.55	15.39

CARP1066-002 09/01/2009

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
MILLWRIGHT	$ 26.95	15.39

CARP1241-001 06/01/2011

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON, MORGAN, MUSKINGUM, NOBLE, PERRY and PICKAWAY COUNTIES

	Rates	Fringes
MILLWRIGHT	$ 28.00	14.92

CARP1311-002 06/01/2008

BROWN, BUTLER, CLERMONT, CLINTON & WARREN

	Rates	Fringes
Carpenter & Piledrivermen (Does not include Walls & Ceiling Work)	$ 23.85	9.67

CARP1311-004 06/01/2009

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Carpenter & Piledrivermen (Does not include Acoustic Ceiling Installers, Drywall Hangers or Metal Stud Framers)	$ 23.60	10.92

CARP1311-007 06/01/2008

BROWN, BUTLER, CLERMONT, CLINTON & WARREN

	Rates	Fringes
Carpenter/Lather (Walls & Ceiling Work only)	$ 23.85	9.67

CARP1311-014 09/01/2006

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
FLOOR LAYER: Carpet	$ 21.79	8.83

CARP1311-015 06/01/2009

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Acoustic Ceiling Installer, Drywall Hanger, Lather & Metal Stud Framer	$ 23.60	10.92

CARP1393-001 07/01/2008

CRAWFORD, HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
Millwright/Piledriverman	$ 27.30	16.05

CARP1393-004 07/01/2008

ALLEN, AUGLAIZE & WYANDOT

	Rates	Fringes
Millwright/Piledriverman	$ 25.15	15.92

CARP1519-002 06/01/2011

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON, PIKE, ROSS, SCIOTO and VINTON COUNTIES

	Rates	Fringes
MILLWRIGHT	$ 26.66	15.76

CARP1755-002 12/01/2011

WASHINGTON COUNTY

	Rates	Fringes
MILLWRIGHT	$ 32.06	16.54

CARP1871-001 07/01/2012

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
MILLWRIGHT	$ 29.25	14.62

CARP1871-002 07/01/2012

ASHLAND, ERIE, HURON & RICHLAND

	Rates	Fringes
PILEDRIVERMAN	$ 29.25	14.62

CARP1871-003 07/01/2012

BELMONT, HARRISON, & MONROE

	Rates	Fringes
PILEDRIVERMAN	$ 30.20	13.05

CARP1871-004 07/01/2012

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
PILEDRIVERMAN	$ 24.30	12.09

CARP1871-005 07/01/2012

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
MILLWRIGHT	$ 30.20	13.05

CARP1871-011 07/01/2012

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
MILLWRIGHT	$ 24.30	12.09

CARP1871-012 07/01/2012

TUSCARAWAS & WAYNE

	Rates	Fringes
MILLWRIGHT	$ 25.10	12.94

CARP1871-013 07/01/2012

TUSCARAWAS & WAYNE

	Rates	Fringes
PILEDRIVERMAN	$ 25.10	12.94

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER	$ 23.71	13.28

ELEC0008-001 05/28/2012

HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
CABLE SPLICER	$ 36.30	18.17
ELECTRICIAN	$ 35.09	18.19

ELEC0032-001 06/01/2012

ALLEN, AUGLAIZE & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge & Salem Townships)

	Rates	Fringes

ELECTRICIAN.....$ 27.08 12.51

ELEC0032-002 06/01/1998

ALLEN & WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Richland, Ridge & Salem Townships)

	Rates	Fringes
Line Construction		
Equipment Operator	$ 20.27	4.12+a
Groundman Truck Driver	$ 14.43	3.63+a
Lineman	$ 22.52	4.31+a

FOOTNOTE: a. Half a day's Paid Holiday: The last 4 hours of the workday prior to Christmas or New Year's Day

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ELEC0071-002 01/16/2012

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Linemen & Cable Splicers....	$ 32.25	11.77

ELEC0071-003 01/16/2012

AUGLAIZE, CLINTON, GREENE, MIAMI, MONTGOMERY, and PREBLE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 29.03	10.65
Groundman	$ 20.96	9.40
Lineman & Cable Splicers....	$ 32.25	11.77

ELEC0071-011 01/16/2012

BELMONT, HARRISON, HOLMES, JEFFERSON, and WAYNE COUTIES

	Rates	Fringes
Line Construction		

Equipment Operator	$ 29.03	10.65
Groundman	$ 20.96	9.40
Lineman & Cable Splicers	$ 32.25	11.77

ELEC0071-012 01/16/2012

BROWN, BUTLER, CLERMONT, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 29.03	10.65
Groundman	$ 20.96	9.40
Lineman & Cable Splicers	$ 32.25	11.77

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* ELEC0082-001 12/13/2012

CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN	$ 26.60	16.75

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* ELEC0082-005 12/03/2012

CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 9.14	4.91
Installer/Technician	$ 26.60	16.75

ELEC0129-004 03/01/2010

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman, Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich, Greenfield, Fairfield, Fitchville & New London Townships)

	Rates	Fringes
ELECTRICIAN	$ 31.00	13.80

ELEC0141-003 09/05/2011

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER	$ 28.61	20.72
ELECTRICIAN	$ 30.01	21.25

ELEC0212-001 05/28/2012

BROWN and CLERMONT COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 26.11	15.42

ELEC0212-002 06/27/2011

BROWN & CLERMONT

	Rates	Fringes
Sound & Communication Technician	$ 21.55	8.46

ELEC0245-001 08/27/2012

HANCOCK, OTTAWA, SANDUSKY, SENECA, and WOOD COUTIES

	Rates	Fringes
Line Construction		
Cable Splicer	$ 35.77	24%+$5.00+a
Groundman/Truck Driver	$ 14.79	23.79%+$5.00+a
Heli-arc Welding	$ 33.45	20.25%+$4.80+a
Lineman	$ 30.43	23.79%+$5.00+a
Operator - Class 1	$ 27.27	24%+$5.00+a
Operator - Class 2	$ 23.67	23.79%+$5.00+a
Traffic Signal & Lighting Technician	$ 30.43	23.79%+$5.00+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/29/2012

HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.00	26.16+a

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-004 05/28/2012

WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton & Wayne Townships)

	Rates	Fringes
CABLE SPLICER	$ 34.98	5%+13.61
ELECTRICIAN	$ 33.24	5%+13.76

ELEC0317-007 06/01/1998

ADAMS, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Cable Splicers	$ 23.66	8.48
Equipment Operators	$ 17.14	8.25
Groundmen	$ 13.92	8.14
Linemen	$ 21.42	8.40

ELEC0540-001 12/26/2011

HOLMES, TUSCARAWAS (North of Auburn Clay, Rush & York Townships), and WAYNE (South of Baughman, Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 27.60	17.56

ELEC0540-003 06/05/1997

TUSCARAWAS COUNTY (North of Auburn, Clay, Rush & York Townships)

	Rates	Fringes
Line Construction		
Groundman; & Truck Driver	$ 14.65	8.18
Line Equipment Operator	$ 19.02	8.69
Lineman; & Cable Splicer	$ 21.86	9.01

ELEC0575-001 05/28/2012

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes

ELECTRICIAN.....$ 30.90 13.44

ELEC0575-003 05/28/2012

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON, PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE, ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 10.38	6.75
Installer	$ 23.74	8.87

ELEC0648-001 09/03/2012

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER	$ 28.83	15.04
ELECTRICIAN	$ 28.33	15.02

ELEC0683-001 05/30/2011

DELAWARE, FAIRFIELD, FRANKLIN, MADISON, and PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships) COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicer	$ 30.40	14.26
Electrician	$ 29.80	14.26

ELEC0683-006 05/30/2011

DELAWARE, FAIRFIELD, FRANKLIN, MADISON & PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 11.75	4.20
Installer	$ 23.78	7.72

ELEC0688-001 01/05/2011

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 26.25	14.30

ELEC0688-004 05/30/2011

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MORROW, RICHLAND & WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 11.16	5.22
Installer	$ 23.45	6.80

ELEC0867-001 06/01/1998

ERIE

	Rates	Fringes
Line Construction		
Lineman; Cable Splicer; & Equipment Operator	$ 20.75	4.09
Truck Driver (Winch) Groundman; & Groundman	$ 13.49	3.87

ELEC0972-001 06/01/2012

MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicer	$ 31.61	20.56
Electrician	$ 31.36	20.55

ELEC1105-001 05/28/2012

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry &

Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 27.34	11.44

ELEC1105-002 05/28/2012

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hillard, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY & TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships)

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 10.09	7.27
Installer	$ 23.20	9.09

ELEV0006-003 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC	$ 42.28	23.53

FOOTNOTE:

A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

ELEV0011-001 01/01/2012

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY, PREBLE, and WARREN COUNITES

	Rates	Fringes
ELEVATOR MECHANIC	$ 39.87	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ELEV0017-001 01/01/2012

ERIE and HURON COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC	$ 44.04	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ELEV0037-001 01/01/2012

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, HOLMES, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, TUSCARAWAS, and VINTON COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC	$ 39.83	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ELEV0044-001 01/01/2012

ALLEN, AUGLAIZE, HANCOCK, OTTAWA, SANDUSKY, SENECA, WOOD, and WYANDOT COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC	$ 43.06	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,

Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ELEV0045-001 01/01/2012

WAYNE COUNTY

	Rates	Fringes
ELEVATOR MECHANIC	$ 41.92	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ELEV0048-002 01/01/2012

JACKSON, PIKE, and SCIOTO COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC	$ 40.93	23.535+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-001 05/04/2012

ADAMS, ALLEN, ASHLAND, AUGLAIZE, BELMONT, BROWN, BUTLER, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GREENE, GUERNSEY, HANCOCK, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LICKING, MADISON, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PERRY, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, TUSCARAWAS, VINTON, WARREN, WASHINGTON, WAYNE & WYANDOT

	Rates	Fringes

OPERATOR: Power Equipment

GROUP 1	$ 30.79	13.01
GROUP 2	$ 30.67	13.01
GROUP 3	$ 29.63	13.01
GROUP 4	$ 28.45	13.01
GROUP 5	$ 22.99	13.01
GROUP 6	$ 31.04	13.01
GROUP 7	$ 31.29	13.01
GROUP 8	$ 31.79	13.01
GROUP 9	$ 32.04	13.01

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Boom & Jib 250' & Over

GROUP 2 - Boom & Jib Over 180' through 249'

GROUP 3 - Boom & Jib 150' through 180'

GROUP 4 - Master Mechanic

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (All Types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; All Concrete Pumps with Booms; Crane (All Types); Crane-Compact, Track or Rubber Over 4,000 lbs Capacity; Crane-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick (All Types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift(rough terrain with winch/hoist) Gradall; Helicopter Operator & Helicopter Winch Operator (Hoisting Builders Materials); Hoe (AllTypes); Hoist (Two or More Drums); Horizontal Directional Drill; Hydraulic Gantry (Lift System); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (All Types); Maintenance Engineer (Mechanic and/or Welder); Mixer, Paving (Multiple Drum); Mobile Concrete Pump With Boom; Panelboard (All Types on Site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with Automatic Lifting & Aligning device); Rotary Drill (All) used on Caisson Work for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (Building Construction on Site); Trench Machine (Over 24" Wide); & Tug Boat

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (All), Grinders & Planers of All Types & Vermeer Type Concrete Saw

GROUP 7 - A-Frame; Air Compressor Pressurizing Shafts or Tunnels; Asphalt Roller (All); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure & over); All Concrete Pumps without Booms & with

5" System; Forklift (Except Masonry); Highway Drills-All Types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (Lime soil Stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper (w/o lifting & aligning device); Trench Machine (24" & under); & Utility

GROUP 8 - Ballast Relocator; Backfiller & Tamper; Batch Plant; Bar & Joint Installing Machine; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on Building Construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity (side loader); All Concrete Pumps without Booms with 4" or Smaller System; Concrete Spreading Machine; Conveyor, used for handling building materials; Crusher; Deckhand; Drum Fireman in Asphalt Plant; Farm Type Tractor, Pulling Attachments; Finishing Machines; Form Trencher; Generator; Gunite Machine; Hydro-Seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Mahine; Tire Repairman; Tractor (Pulling Sheep Foot Roller or Grader); VAC/ALL; Vibratory Compactor (with Integral Power) & Welder

GROUP 9 - Allen Screed Paver(concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs.; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Forklift; Oiler; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Pump (Under 4" discharge); & Submersible Pump (Under 4" discharge)

ENGI0018-002 05/04/2011

ERIE & HURON

	Rates	Fringes
OPERATOR: Power Equipment		
Crane (Boom & Jib 200' & Over, Up to 299'); Master Mechanic	$ 34.08	12.80
Crane (Boom & Jib 300' & Over)	$ 34.58	12.80
GROUP 1	$ 33.58	12.80
GROUP 2	$ 33.43	12.80
GROUP 3	$ 31.98	12.80
GROUP 4	$ 31.20	12.80
GROUP 5	$ 30.88	12.80
GROUP 6	$ 23.80	12.80

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame; Boiler or Compressor Operator, Hydraulic Pump & Power Pacs Mounted on Crane or Piggy-Back Operation; Boom Truck (All Types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; All Concrete Pumps; Crane (All Types); Derrick (All Types); Dragline; Dredge (Dipper, Clam or Suction); 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Gradall; Helicopter Operator & Helicopter Winch Operator Hoisting Building Materials; Hoe (All Types); Hoist (Two or More Drums); Lift Slab or Panel Jack Operator; Locomotive (All Types); Maintenance Engineer (Mechanic); Mixer; Paving (Multiple Drum); Mobile Concrete Pump with Boom; Panelboard (All types on site); Pile Driver; Power Shovel; Robotic Equipment Operator/Mechanic; Rotary Drill (all), used on Caissons for Foundations & Sub-structure Work; Rough Terrain Forklift with Winch/Hoist; Side Boom; Slip Form Paver; Straddle Carrier; Trench Machine (Over 24" Wide); & Tug Boat

GROUP 2 - Asphalt Paver; Bulldozer; CMI-Type Equipment; Endloader; Horizontal Directional Drill Locator and Operator; Kohlman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Power Grader; Power Scoop; Power Scraper; & Push Cat

GROUP 3 - Air Compressor, Pressurizing Shafts or Tunnels; Asphalt Roller (all); Fork Lift; Hoist, One Drum; House Elevator (Except Automatic Call Button-controlled); Laser Screeds & Like Equipment; Man Lift; Mud Jack; Boiler (Over 15 lbs. Pressure); Pressure Grouting; Pump Operator (Installing or operating Well Points or other type of Dewatering system); Trencher (24" & under); & Utility Operator

GROUP 4 - Compressor on Building construction; Conveyor, building material; Generator; Gunite Machine; Concrete Mixer, Capacity more than one bag; Concrete Mixer, One Bag capacity (Side Loader); Pavement Breaker, Hydraulic or Cable; Post Driver; Post Hole Digger; Road Widening Trencher; Roller; & Welder Operator

GROUP 5 - Backfiller & Tamper; Bar & Joint Installing Machine; Batch Plant; Bullfoat; Burlap and Curing Machine; Cleaning Machine (decontamination included); Clefplane; Concrete Spreading Machine; Crusher; Deckhand; Drum Fireman (Asphalt); Farm-type Tractor, Pulling attachments; Finishing Machine; Fork Lift (Masonry Work); Form Trencher; High Pressure Pump (Over 1/2" discharge); Hydro Seeder; Pump (4" and Over discharge); Submersible Pump (4" and Over discharge); Self-propelled Power Spreader; Self-propelled Sub-grader; Tire Repairman; Tractor, Pulling Sheeps Foot Roller or Grader; & Vibratory Compactor, With Integral Power

GROUP 6 - Inboard & Outboard Motor Boat Launch; Light Plant Operator; Oiler; Signalman; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Power Boiler (Less

than 15 lbs. Pressure); Pump (Under 4" discharge); Submersible Pump (Under 4" discharge); Signalperson; Bob Cat-type and/or Skid Steer Loader; Grade Checker; VAC/ALL; Rod Man

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ENGI0018-007 05/01/2012

WOOD COUNTY

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 31.54	13.01
GROUP 2	$ 31.42	13.01
GROUP 3	$ 30.38	13.01
GROUP 4	$ 29.20	13.01
GROUP 5	$ 23.74	13.01
GROUP 6	$ 31.79	13.01
GROUP 7	$ 32.04	13.01
GROUP 8	$ 32.54	13.01
GROUP 9	$ 32.79	13.01

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Boom & Jib 250' & Over

GROUP 2 - Boom & Jib Over 180' through 249'

GROUP 3 - Boom & Jib 150' through 180'

GROUP 4 - Master Mechanic

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (all types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; Concrete Pump with Booms; Crane (all types); Crane-Compact, Track or Rubber over 4,000 lbs. Capacity; Crane-Self Erecting, Stationary, Track or Truck (all configurations); Derrick (all types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift (rough terrain with winch/hoist) Gradall; Helicopter Operator, Hoisting Building Materials; Hoes (all types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machine; Laser Screed and Like Equipment; Lift Slab or Panel Jack; Locomotive (all types); Maintenance Engineer (Mechanic and/or welder); Mixer Paving (Multiple Drum); Mobile Concrete Pump (With Boom); Panelboard (all types on site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with automatic lifting & aligning device0; Rotary Drill (all) used on Caissons for Foundations & Substructure work; Side Boom; Slip Form Paver; Straddle Carrier (building construction on site); Trench Machine (Over 24" Wide); & Tug Boat

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment greater than 7,000 lbs.; Bulldozer;

C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (all), Grinders and Planers of All Types; & Vermeer Type Concrete Saw

GROUP 7 - A-Frame; Air Compressor, Pressurizing Shafts or Tunnels; Asphalt Roller (all); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure and over); All concrete Pumps (without booms with 5" system); Fork Lifts (except masonry); Highway Drills-all types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Inserter/Remover; Rotovator (lime soil stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper w/o lifting & aligning device; Trench Machine (24" & under); & Utility

GROUP 8 - Ballast Relocator; Backfillers & Tampers; Batch Plant; Bar & Joint Installing Machines; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on building construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity, (side loader); All Concrete Pumps without Booms and with 4" System or Smaller; Concrete Spreader; Conveyor, used for handling building material; Crusher; Deckhands; Drum firemen (in asphalt plants); Farm Type Tractor, pulling attachments; Finishing Machine; Form Trencher; Generator; Gunite Machine; Hydro-seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor, Pulling Sheep Foot Roller or Grader; VAC/ALL; & Vibratory Compactor, with Integral Power

GROUP 9 - Allen Screed Paver(concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs. Cpacity; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Fork Lift; Oiler; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Pump (Under 4" discharge); Signal Person; & Submersible Pump (Under 4" discharge)

IRON0017-001 05/01/2012

ERIE (Eastern 2/3) and HURON (East of a line drawn from the north border through Monroeville & Willard) COUNTIES

	Rates	Fringes
Ironworkers:		
Ornamental, Reinforcing, &		

Structural	$ 30.40	18.68

IRON0044-001 06/01/2012

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 22.50	18.10
Ornamental; Structural	$ 24.80	18.10

IRON0055-001 07/01/2012

CRAWFORD (Area between lines drawn from where Hwy #598 & #30 meet through North Liberty to the northern border & from said Hwy junction point due west to the border), ERIE (Western one-third), HANCOCK, HURON (West of a line drawn from the northern border through Monroeville & Willard), OTTAWA, SANDUSKY, SENECA, WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 19.40	17.92
Furnaces & Kilns (Temperature units over 125 degrees Fahrenheit)	$ 29.00	18.00
Pre-Engineered Metal Building	$ 23.59	18.95
All Other Work	$ 28.32	18.95

IRON0147-001 06/01/2012

ALLEN COUNTY (Northern half)

	Rates	Fringes
IRONWORKER	$ 24.64	18.32

IRON0172-001 06/01/2012

COSHOCTON (West of a line beginning at the northwest county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, MADISON, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the

southern border), PERRY, PICKAWAY, PIKE, ROSS, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER	$ 26.97	17.38

IRON0290-001 06/01/2012

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), MIAMI, MONTGOMERY, PREBLE & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER	$ 26.23	18.15

IRON0372-001 06/01/2012

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING		
Beyond 30-mile radius of Hamilton County Courthouse	$ 26.59	18.58
Up to & including 30-mile radius of Hamilton County Courthouse	$ 26.34	18.58

IRON0549-003 12/01/2012

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

	Rates	Fringes
IRONWORKER	$ 30.00	16.49

IRON0550-001 05/01/2012

ASHLAND, COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Route #224), RICHLAND, TUSCARAWAS & WAYNE

	Rates	Fringes
Ironworkers:Structural, Ornamental and Reinforcing	$ 23.38	15.76

IRON0769-003 06/01/2012

ADAMS (Eastern Half), JACKSON (Southern Half) & SCIOTO

	Rates	Fringes
Ironworkers:		
ZONE 1	$ 30.52	20.08
ZONE 2	$ 30.92	20.08
ZONE 3	$ 32.52	20.08

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky., 1643 Greenup Ave.

IRON0787-002 06/01/2012

MORGAN, NOBLE & WASHINGTON

	Rates	Fringes
Ironworker	$ 29.63	17.65

LABO0083-001 06/01/2010

ADAMS, HIGHLAND, JACKSON, PIKE, ROSS, SCIOTO & VINTON

	Rates	Fringes
LABORER		
GROUP 1	$ 29.85	8,47
GROUP 2	$ 30.10	8.47
GROUP 3	$ 30.25	8.47

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Carpenter Tender; Bottom Man; Mason Tender; Mortar Mixer; Pipe Layer; Plasterer Tender; Sheeting & Shoring Man; & Signalman

GROUP 2 - Air & Machine Driver Tool Operator; Asphalt Raker & Smoother; Burning & Cutting Torch; Chain Saw; Form Setter (Street & Highway); Hand Spiker; & Powered Concrete Buggy

GROUP 3 - Gunnite Machine Operator; Gunnite Nozzle Man; Miner (Tunnel & Caisson); Mucker (Tunnel & Caisson); & Powder Man & Blaster

HAZARDOUS & HIGH WORK IN EXCESS OF 25 FEET ABOVE SOLID BASE - $.25 PREMIUM

WORKERS HANDLING CREOSOTED OR INJURIOUS CHEMICALLY TREATED MATERIALS - $.25 PREMIUM

THE ERECTION, ALTERATION, REPAIR OR DEMOLITION OF REINFORCED CONCRETE CHIMNEYS, MASONRY CHIMNEYS, SILOS, & FURNACES RECEIVE THE FOLLOWING RATES:

0 TO 25 FEET - BASE RATE
25 TO 100 FEET - $1.00 PREMIUM
100 TO 150 FEET - $1.25 PREMIUM
150 TO 200 FEET - $1.50 PREMIUM
200 TO 250 FEET - $1.75 PREMIUM
OVER 250 FEET - $2.00 PREMIUM

LABO0134-001 05/01/2012

COSHOCTON, HOLMES & TUSCARAWAS

	Rates	Fringes
LABORER		
GROUP 1	$ 22.28	8.70
GROUP 2	$ 22.68	8.70
GROUP 3	$ 22.49	8.70
GROUP 4	$ 23.63	8.70

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction; Guard Rail Erector; & Hazardous Waste Removal (Level D) Personal Protective Equipment (PPE)

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Form Setter; Plasterer Tender; Hod Carrier; All Confined Space Work; Furnaces; Pickel Tubs; Acid Pits & Hazardous Waste Removal (Level C) Personal Protective Equipment (PPE)

GROUP 3 - Mason Tender; Mortar Mixer; Stonemason Tender; Skid Steer Loader; & Hazardous Waste Removal (Level B) Personal Protective Equipment (PPE)

GROUP 4 - Gunnite Operator; & Hazardous Waste Removal (Level

A) Personal Protective Equipment (PPE)

LABO0265-001 06/01/2012

BROWN, CLERMONT & CLINTON

	Rates	Fringes
LABORER		
GROUP 1	$ 22.90	9.20
GROUP 2	$ 23.00	9.20
GROUP 3	$ 23.05	9.20
GROUP 4	$ 23.10	9.20
GROUP 5	$ 23.40	9.20
GROUP 6	$ 23.65	9.20

LABORER CLASSIFICATIONS

GROUP 1 - Building and Common Laborer; Asbestos Removal; Cement Mason Tender; Hand-Operated Mechanical Mule; Mechanical Mule; Mechanical Sweeper; Signaler; Flagger; Wrecking Laborer

GROUP 2 - Bottom Man; Pipe Layer

GROUP 3 - Skid Steer; Burning Torch Operator; Jack Hammer; Air Spade; Chipping Hammer; Mechanical and Air Tamper Operator; Mechanical Concrete Buggie; Power Operated Mechanical Mule; Concrete Pump Hose Man; Vibrator Man; CERCLA Trained Hazardous Material Removal-Levels A,B,C

GROUP 4 - Bottom Jack Hammer Man

GROUP 5 - Tunnel Laborer

GROUP 6 - Gunnite Nozzle Operator

LABO0265-003 06/01/2012

BROWN, CLERMONT, and CLINTON COUNTIES

	Rates	Fringes
Plasterer tender		
Mixer Pump Operator	$ 23.05	9.20
Tender	$ 22.90	9.20

LABO0265-007 06/01/2012

BROWN, CLERMONT & CLINTON

	Rates	Fringes
Laborer: Mason Tender	$ 22.90	9.20

LABO0329-001 05/01/2010

ALLEN and AUGLAIZE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 22.06	8.20
GROUP 2	$ 22.21	8.20
GROUP 3	$ 22.36	8.20
GROUP 4	$ 22.56	8.20

LABORER CLASSIFICAITONS

GROUP 1 - Building; Signal Person; Power Wheelbarrow or Power Buggy; Removal of Asbestos & Hazardous Waste (Levels C & D)

GROUP 2 - Vibrator; Cement Finisher Tender; Cement Raker; Asphalt Raker; Tamper & Packer; Pump Man Under 4" Discharge; Caisson; Cofferdam; Tunnel; Spiker Railroad (By Hand); Pot Tender; Torch Man; Demolition; Machine Driven Tools (Gas, Electric, Air)

GROUP 3 - Plaster Tender; Mortar Mixer; Cylinder, Shaft; Sewer, Water Conduit; Gas, Oil Pipeline, except Mainlines; Sewer Bottom Man; Sewer Pipe Layer; Manhole Builder; Blaster Tender; Wagon Drill Tender; Jack Hammer; Gunnite Operator; Mucker (Tunnel & Caisson) Free Air; Miner (Tunnel & Caisson) Free Air; Sand Blaster; Blaster-Powder Man; Wagon Drill/Operator; & Removal of Toxic & Hazardous Waste (Levels A & B)

GROUP 4 - Mason Tender

LABO0423-001 06/01/2010

FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, LICKING, MADISON & PICKAWAY

	Rates	Fringes
LABORER		
GROUP 1	$ 22.18	8.15
GROUP 2	$ 22.49	8.15
GROUP 3	$ 22.80	8.15
GROUP 4	$ 23.11	8.15

LABORER CLASSIFICATIONS

GROUP 1 - General laborers; Carpenter tender; Cathodic protection; Cleaning debris; Cleaning of all material; General clean-up including vacuum cleaning, scraping and cleaning of walls and floors; Landscape; Installation and removal of fencing; Sod layers; All portable heaters; Flagman; Loading and unloading of all trucks; Handling and conveying all materials; Washing of all windows; Conveyer belt; Jurisdiction over the use of all water pumps up to and including 3 inch intake

GROUP 2 - Skid steer specialist; Concrete specialist; Brick tender; Stone mason tender; Plaster tender; Mortar mixer and; operator; Cement mason tender; Construction specialist; All scaffold builders; Bush hammering; Jack hammer operator; Air or electrical pneumatic tool operator; Power driven tools; Power buggy operators; Pouring and placement of all concrete; Power wheelbarrow operator; Asphalt and blacktop rakers; Wall wrecker and bar man on demolition; Sand blasting and chipping; Welders on demolitions; Grade checkers; A person on a bucket pouring concrete; Gunite nozzle man; Wagon and churn drill operator; Concrete saw operator; Brush feeders on pulverizers; Pipe layers; Pavers set in sand; Bottom man; Laser gun; Burners; Sand blasting of concrete; Vibrator man; Steward; Signal man; Caisson; Caisson bottom man; Pile drivers; Asbestos and lead abatement laborers; Hazardous waste level B

GROUP 3 - Hazardous waste level C

GROUP 4 - Hazardous waste level D

LABO0480-001 09/29/2010

ERIE, HURON, OTTAWA and SANDUSKY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 23.56	9.05
GROUP 2	$ 23.76	9.05
GROUP 3	$ 24.16	9.05

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Signalman; Flagman; Tool Cribman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction Laborer; Guard Rail Erector; Railroad Spur Work; Hazardous Waste Worker Level D

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel Laborer; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Mortar Mixer; Skid Steer; Concrete Specialist; Form Setter; Mason Tender; Plasterer Tender; Hod Carrier; Laser Beam set-up Man; Stonemason Tender; All Wet & Dry Vacuum Devices; Hazardous Waste Worker Level C

GROUP 3 - Gunnite Operator; Dry Sandblast; Caustic Lime Worker (wearing apparel required); Hazardous Waste Worker Level A & B

LABO0500-001 07/01/2010

WOOD COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 23.32	10.64
GROUP 2	$ 23.52	10.64
GROUP 3	$ 23.72	10.64
GROUP 4	$ 23.82	10.64
GROUP 5	$ 13.80	10.64
GROUP 6	$ 16.82	10.64

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Signalperson; Flagperson; Carpenter Tender; Utility Construction; Guard Rail Erector; Deep Cleaning; Hazardous Waste (Level A)

GROUP 2 - Finisher Tender; Concrete Handler; Bottom Man; Scaffold Builder; Tunnel Laborer; Pipelayer; Air & Power Driven Tools; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Mortar Mixer; Form Setter; Mason Tender; Plasterer Tender; Hod Carrier; Laser Beam Set Up Man; Stonemason Tender; Hazardous Waste (Level B)

GROUP 3 - Gunite Operator; Hazardous Waste (Level C)

GROUP 4 - Hazardous Waste (Level D)

GROUP 5 - Parking & Landscaping

GROUP 6 - Installation of Fencing

FIREBRICK WORK OVER 50 FEET, EXPEDITERS, HOT PAY, BOTTOM MAN & TOP MAN SHALL BE PAID $.75 PER HOUR OVER GROUP 1.

LABO0530-001 06/01/2012

GUERNSEY, MUSKINGUM, NOBLE & PERRY

	Rates	Fringes
LABORER		
GROUP 1	$ 22.32	8.15
GROUP 2	$ 22.57	8.15
GROUP 3	$ 22.82	8.15
GROUP 4	$ 24.72	8.15

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Carpenter Tender; Tree Planter; Landscape Tree Trimmer; & Asbestos Removal, Hazardous Waste Removal

GROUP 2 - Air & Machine Driven Tool Operator; Asphalt Plant Aggremeter Operator; Asphalt Plant Mixer Man; Car Pusher

and Tunnel Laborer; Caulker; Cement Handler; Concrete Puddler (Behind Mixer); Curb Cutter & Setter; Cutting with Burning Torch; Dumpman; Hand Spiker (Railroad); Jackhammer Operator; Mucker (Tunnel & Caisson); Pipelayer; Proportioning Plant Operator; Pump Man; Road Form Setter; Sewer Bottom Man; Sheeting & Shoring Man; Vibrator Operator; & Yarner & Wrench Man

GROUP 3 - Mason Tender; Mortar Mixer Man; Brick Slinger; Stone Mason Tender; Plaster Tender; Lock Tender; Brick Dropper

GROUP 4 - Powder Man or Blaster; & Toxic/Hazardous Waste

LABO0534-001 06/01/2009

BUTLER & WARREN

	Rates	Fringes
LABORER		
GROUP 1	$ 23.09	7.45
GROUP 2	$ 23.19	7.45
GROUP 3	$ 23.29	7.45
GROUP 4	$ 23.42	7.45
GROUP 5	$ 23.67	7.45
GROUP 6	$ 23.44	7.45

LABORER CLASSIFICATIONS

GROUP 1 - Building & Common Laborer; All General Laborers Including Landscaping; Rough Rider; All Pumps 4" or Smaller; Small Pump Portable Generators - Bobcat to Cleanup; Firewatch & Monitor (Safety Person)

GROUP 2 - Asphalt Raker; Tamper; Smoother; Hand Air Pump; Hand Air Tamper Chisel; Power Tamper; Switch; Assemblies; Handling & Laying Precast Concrete Floor & Deck

GROUP 3 - Concrete Specialist; Skid Steer (with attachments to perform laborers' duties); Jack Hammer and Concrete Busterman; Barco Tamper Man; Power Georgia Buggy Man; Power Sweeper Man; Vibrator; Concrete Saw Man; Rail Spikers; Acetylene Burner Pipe Layers; Bos'N or Cradleman; Bottom Man; Chipping Hammer; Grade Checker; Form Cleanout and Blowout Man; Red Concrete Coloring Man (Electrical Safety)

GROUP 4 - Mason Tender; Mortar Mixer & Scaffold Builder

GROUP 5 - Forklift for Mason; All Work involving Refractory Materials including Demolition; Asbestos Removal & Hazardous Waste Removal (Handling, control, removal, abatement, encapsulation or disposal of asbestos & hazardous waste)

GROUP 6 - Gunnite Man; Sand Blaster; Concrete & Grout Pump & Hose Man; Blast Trac; Miner & Mucker, Free Air; Powderman

or Blaster; Mortar or Gypsum Machineman; Scuba Diver

LABO0574-001 05/01/2010

	Rates	Fringes
LABORER		
DELAWARE COUNTY		
GROUP 1	$ 22.03	8.20
GROUP 2	$ 22.34	8.20
GROUP 3	$ 22.65	8.20
GROUP 4	$ 22.96	8.20
HANCOCK, SENECA & WYANDOT COUNTIES		
GROUP 1	$ 23.60	8.20
GROUP 2	$ 23.90	8.20
GROUP 3	$ 24.10	8.20
GROUP 4	$ 24.30	8.20

LABORER CLASSIFICATIONS

GROUP 1: Building & Construction; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction; Guard Rail Erector; Fence Installer; Caulker; & Hazardous Waste (Level A)

GROUP 2: Bottom Man; Scaffold; Mucker; Caisson Worker; Powder Man; Dynamite Blaster; Creosote Worker; Mortar Mixer; Form Setter; Plasterer Tender; Hod Carrier; Stonemason Tender & Hazardous Waste (Level B)

GROUP 3: Mason Tender; Gunite Operator & Hazardous Waste (Level C)

GROUP 4: Hazardous Waste (Level D)

LABO0639-001 06/01/2010

MONROE, MORGAN & WASHINGTON

	Rates	Fringes
LABORER		
GROUP 1	$ 26.67	8.15
GROUP 2	$ 27.02	8.15

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Plant Agfremeter; Asphalt Plant Miner Man; Brick Slinger; Building & Construction; Car Pusher & Tunnel Laborer; Carpenter Tender; Cement Handler; Concrete Puddler Behind Mixer; Concrete Smoother; Drum Fireperson; Dump Man Batch Truck; Flagperson; Landscape Planter; Proportioning Plant Operator; Rammer Man; & Spreader Box Man

GROUP 2 - Air, Gas or Machine Driven Tool; Asphalt Raker; Tamper, Forker, Shoveler or Smoother; Caulker, Yarner &

Wrenchman; Cement Mason Tender; Curb Setter & Cutter; Form Setter; Grade Checker; Jackhammer Operator; Mason Tender; Mortar Mixer; Mucker (Tunnel & Caisson); Pipelayer; Pump Man (4" & Under); Sewer Bottom Man; Sheeting & Shoring Man; Stonemason Tender; Vibrator Operator; Plasterer Tender; Hand Spiker (Railroad); Concrete & Georgia Buggy Pusher; Deep Trench Work (Over 6'); Cutting & Burning Torch; Hydro-Water Jet Operator; Brick Dropper; Lock Tender; Miner (Tunnel & Caisson); Powderman or Blaster; & Signalperson

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LABO0809-001 07/01/2012

HARRISON & JEFFERSON

	Rates	Fringes
LABORER	$ 22.07	10.25

Asbestos Work; Hazardous Waste Work; Instrument & Laser; and Lead Based Paint Removal - Additional $.50 per hour

Hot Pay - Additional $1.00 per hour when working with other crafts receiving hot pay

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LABO1015-001 05/01/2012

WAYNE

	Rates	Fringes
LABORER		
GROUP 1	$ 23.22	8.70
GROUP 2	$ 23.62	8.70
GROUP 3	$ 23.97	8.70
GROUP 4	$ 23.82	8.70

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Signalman; Flagman; Carpenter Tender; Finisher Tender; Concrete Handler; Utility Construction; Guard Rail Erector; & Hazardous Waste Removal (Level D) Personal Protective Equipment (PPE)

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Form Setter; Plasterer Tender; Hod Carrier; All Confined Space Work; Furnaces; Pickel Tubs; Acid Pits & Hazardous Waste Removal (Level C) Personal Protective Equipment (PPE)

GROUP 3 - Mason Tender; Mortar Mixer; Stonemason Tender; Skid, Steer Loader; & Hazardous Waste Removal (Level B) Personal Protective Equipment (PPE)

GROUP 4 - Gunnite Operator; & Hazardous Waste Removal (Level A) Personal Protective Equipment (PPE)

LABO1149-002 12/01/2012

BELMONT COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 20.72	13.95
GROUP 2	$ 20.72	13.95
GROUP 3	$ 21.72	13.95

LABORER CLASSIFICATIONS

GROUP 1: Laborers, Carpenter tender, Flagmen, Water boy, Demolition worker, Tool room attendants, Fire watch, Watchmen, and Landscape laborer.

GROUP 2: Powerderman on concrete pump hose, Powderman tender, Semi-skilled laborer, Scaffold builders, Chainmen & Rodmen, Grade checker, Signal man, Brick masons tenders, Plasterers tenders, Cement masons tenders, Stone masons tenders, Lathers tenders, Tile setters tenders, Mortar mixers, Jackhammer operators, Vibrater operators, Tamper Operator, Pavement buster operators, Chipping and peening hammer operators, Air siphon and air pump operators, Riprap finishers, Concrete saw operators, Concrete technicians, Power saw operators, Chain saw operators, Motorized buggy operators, Pipe layers tenders, Drill operators tenders, Sheeters and shorers, Post hole diggers operators, Asphalt rakers, Lance and/or water blaster operators, Blacksmith tenders, Batch house scale operators, Workmen working with acid mortar, Mastic asphalt and acid brick, Workmen working in acid and with cresote, Nozzlemen for gunnite or sandblasting, Ride or walk roller tampers, Deep ditch and manholes vertical 6 ft. or more, and Scaffolding work over 50 ft. (inside or out).

GROUP 3: Blacksmith, Powderman, Air track operator, Pipe layer (including laser beam set-up), Burner, and Lead Based Paint Removal Laborer.

LABO1216-001 06/01/2010

ASHLAND, CRAWFORD, KNOX, MORROW and RICHLAND COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 23.92	8.15
GROUP 2	$ 24.12	8.15
GROUP 3	$ 24.42	8.15

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Signalman; Flagman; Tool Cribman; Carpenter Tender; Finisher Tender;

Concrete Handler; Utility Construction Laborer; Guard Rail Erector; Railroad Spur Work; Hazardous Waste Worker Level D

GROUP 2 - Bottom Man; Scaffold Builder; Tunnel Laborer; Pipe Layer; Air & Power Driven Tool; Burner on Demolition Work; Swinging Scaffold; Mucker; Caisson Worker; Cofferdam Worker; Powder Man & Dynamite Blaster; Creosote Worker; Mortar Mixer; Skid Steer; Concrete Specialist; Form Setter; Mason Tender; Plasterer Tender; Hod Carrier; Laser Beam set-up Man; Stonemason Tender; All Wet & Dry Vacuum Devices; Hazardous Waste Worker Level C

GROUP 3 - Gunnite Operator; Dry Sandblast; Caustic Lime Worker (wearing apparel required); Hazardous Waste Worker Level A & B

LABO1410-001 06/01/2012

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
LABORER		
GROUP 1	$ 22.35	8.70
GROUP 2	$ 22.95	8.70
GROUP 3	$ 23.45	8.70

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction Laborer; Railroad Laborers, Asbestos and Hazardous Waste (Levels A, B, C, & D); Concrete Crew, Form Setter, Pipelayer; Bottom Man; Burner (Cutting Torch); All Machine & Power Driven Tools; Sandblaster; Yardman - Landscaping; Sewer Jet; Waterperson; Unloading of Furniture & Fixtures; Final Clean-Up; Signal Men

GROUP 2 - Mason Tender for Bricklayers; Flexicore; Firebrick Tender (Blast Furnaces, Soaking Pits, Stoves & Stacks); Plasterer Tenders

GROUP 3 - Tender Operator

PAIN0006-011 02/01/2009

ALLEN, AUGLAIZE, HANCOCK & WYANDOT (W. half)

	Rates	Fringes
GLAZIER	$ 18.11	5.65

PAIN0007-001 07/01/2012

OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

	Rates	Fringes
PAINTER (NEW COMMERCIAL BUILDING WORK)		
GROUP 1	$ 23.42	14.16
GROUP 2	$ 23.67	14.16
GROUP 3	$ 23.92	14.16
GROUP 4	$ 24.02	14.16
GROUP 5	$ 24.12	14.16
GROUP 6	$ 24.17	14.16
GROUP 7	$ 24.42	14.16
GROUP 8	$ 25.17	14.16

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Paperhanger; Drywall Taper & Finisher; Spray & Sandblasting Pot Tender

GROUP 2 - All Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Paint Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Epoxy (excluding water based) for Solvent Based, Catalyzed Materials of Two or More Component Materials, to Include Solvent Based Conversion Varnish

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Epoxy Spray (excluding water based)

PAIN0012-007 05/01/2012

BUTLER

	Rates	Fringes
PAINTER		
GROUP 1	$ 23.10	8.33
GROUP 2	$ 23.60	8.33
GROUP 3	$ 23.85	8.33
GROUP 4	$ 24.10	8.33

PAINTERS CLASSIFICATIONS

GROUP 1: Brush & Roller; Paperhanger; & Drywall Taping

GROUP 2: Spray

GROUP 3: Sandblasting; & Waterblasting

GROUP 4: Lead Abatement

PAIN0012-009 05/01/2012

BROWN, CLERMONT, CLINTON & WARREN

	Rates	Fringes
PAINTER		
GROUP 1	$ 23.10	8.33
GROUP 2	$ 23.60	8.33
GROUP 3	$ 23.85	8.33
GROUP 4	$ 24.10	8.33

PAINTER CLASSIFICATIONS

GROUP 1: Brush; Roller; Paperhanger & Drywall Taping

GROUP 2: Spray

GROUP 3: Sandblasting; Waterblasting

GROUP 4: Lead Abatement

PAIN0012-013 05/01/2011

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY & ROSS

	Rates	Fringes
PAINTER		
Brush; Paperhanger; Roller; & Wall Washing	$ 23.87	9.42
Drywall Sander	$ 23.62	9.42
Drywall Taper & Finisher	$ 24.27	9.42
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work	$ 24.57	9.42
Spray	$ 24.37	9.42
Structural Steel & Swing Stage	$ 24.17	9.42

PAIN0053-002 12/01/2009

MONROE, NOBLE & WASHINGTON

	Rates	Fringes
GLAZIER	$ 25.99	8.30

PAIN0091-008 12/01/2011

BELMONT, GUERNSEY, HARRISON, HOCKING, MORGAN, and VINTON

COUNTIES

	Rates	Fringes
GLAZIER	$ 26.23	11.39

PAIN0091-009 12/01/2008

JEFFERSON

	Rates	Fringes
GLAZIER	$ 24.60	9.00

PAIN0093-002 12/01/2011

GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and WASHINGTON COUNTIES

	Rates	Fringes
PAINTER (Drywall Finishers, Wall Covers, Dryvit & Stucco)	$ 22.67	14.01

PAIN0181-002 05/01/2012

ERIE (Excluding NW tip to Route #4), & HURON (NE part)

	Rates	Fringes
GLAZIER	$ 30.24	12.93

PAIN0249-001 05/01/2012

GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush; Roller	$ 22.64	8.95
GROUP 2 - Spackling & Drywall Finishing; Vinyl - Paper Wallcovering	$ 22.64	8.95
GROUP 3 - Swing & Scaffold; Structural Steel; High Tension Electrical Equipment; Hot Pipes	$ 22.70	8.95
GROUP 4 - Spray; Sandblasting; Steam Cleaning; & Lead Paint Abatement	$ 23.39	8.95
GROUP 5 - Steeplejack Work - Church Steeples, Smoke Stacks & Hazardous Work	$ 23.59	8.95
GROUP 6 - Coal Tar	$ 24.14	8.95

PAIN0356-001 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Brush; Roller; Paperhanger; Wall Washer; Drywall Sander; Drywall Taper; and Finisher	$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work	$ 25.82	7.25
Spray	$ 21.40	7.25
Structural Steel and Swing Stage	$ 25.42	7.25
Tanks; Stacks; and Towers	$ 28.63	7.25

PAIN0372-001 11/01/2011

DELAWARE, FAIRFIELD, FAYETTE (West of State Rte. #41), FRANKLIN, JACKSON, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, PIKE, and ROSS

	Rates	Fringes
GLAZIER	$ 22.60	11.02+a

FOOTNOTE: a. 1 Paid Holiday: Labor Day.

PAIN0387-001 11/01/2009

ADAMS, BROWN, BUTLER, CLERMONT, CLINTON, FAYETTE (Eastern part), GREENE, HIGHLAND, MIAMI, MONTGOMERY, PREBLE, and WARREN COUNTIES

	Rates	Fringes
GLAZIER	$ 23.70	11.40

PAIN0406-003 06/01/2007

ASHLAND, CRAWFORD, HURON (S. half), KNOX, MORROW, RICHLAND, AND WYANDOT (E. half)

	Rates	Fringes
GLAZIER	$ 22.82	8.30

PAIN0438-001 12/01/2011

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER (Drywall Finisher, Wall Covers, Dryvit & Stucco)	$ 23.07	13.55

PAIN0555-001 06/01/2012

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1	$ 24.07	13.47
GROUP 2	$ 25.35	13.47

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Roller; Taping; & Wallcovering

GROUP 2 - Floor Sanding; Power Tools; Sandblasting; Spray; Steam Cleaning; Pressure Washing; Lead Abatement; Hazardous Waste, Toxic Materials; Epoxy & Two Component Materials

PAIN0603-001 06/01/2012

COSHOCTON, HOLMES, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Brush & Roller	$ 19.70	11.00
Drywall Taper With Machines	$ 20.45	11.00
Drywall Taper	$ 20.10	11.00
Paperhanger	$ 19.80	11.00
Spray	$ 20.20	11.00

Wipe Down Man & Taper, Swing Stage, Ladder Jack & Window Jack - Plus $.30 per hour

Epoxy Application: Class 3 - Plus $.50 per hour; Class 4 - Plus $1.00 per hour

Drywall Finisher - When using journeyman's own stilts or automatic tools: Plus $.80 per hour

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector	$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years'

service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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PAIN0788-001 06/01/2011

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller	$ 22.25	10.56
Drywall	$ 23.25	10.56
Paperhanging	$ 22.65	10.56
Structural Steel	$ 23.85	10.56

WINTER REPAINT: Between December 1 to March 31 - 90% JR

$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable.

While operating sprayguns, sandblasting, cobblasting, high pressure waterblasting (4000 psi), and for automatic taping and finishing tools for drywall.

$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken.

For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-004 12/01/2008

VINTON

	Rates	Fringes
PAINTER (Painter, Drywall Finisher, Wall Covers & Dryvit and Stucco)	$ 22.68	10.00

PAIN0948-001 08/01/2012

ERIE (NW tip of county to Route #4), OTTAWA, SANDUSKY, SENECA and WOOD COUNTIES

	Rates	Fringes
GLAZIER	$ 26.58	12.96

PAIN1020-001 04/01/2012

ALLEN and AUGLAIZE COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller, & Spray (of waterbourne products)	$ 20.05	10.93
Drywall Finishing & Taping	$ 21.60	10.93
Lead Abatement	$ 24.45	10.93
Sandblasting, Pressure Cleaning, & Spray (of alkyd, epoxys and petroleum based products)	$ 20.80	10.93
Wallcoverings,Swing Stage, Chair, Spiders, & Cherry Pickers	$ 20.30	10.93

All Surfaces 40 ft. or over where material is applied to or labor performed on, above ground level (exterior), floor level (interior) - $.50 premium

Applying Coal Tar Products - $1.00 premium

PAIN1162-001 05/01/2011

COSHOCTON, HOLMES, TUSCARAWAS & WAYNE

	Rates	Fringes
GLAZIER	$ 22.31	11.48

PAIN1195-004 12/01/2009

SCIOTO

	Rates	Fringes
GLAZIER	$ 28.50	5.70

PLAS0039-001 07/01/2010

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.98	10.20

PLASTERER.....$ 25.98 10.02

PLAS0132-001 06/01/2012

CLINTON, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 21.33	13.95

PLAS0132-003 05/01/2012

CLINTON, GREENE, MIAMI, MONTGOMERY and PREBLE COUNTIES

	Rates	Fringes
PLASTERER.....	$ 22.75	12.55

PLAS0132-005 06/01/2012

BROWN, BUTLER, CLERMONT, HIGHLAND & WARREN

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 22.05	11.35

PLAS0132-008 06/01/2012

ASHLAND, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, KNOX, LICKING, MADISON, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, RICHLAND, ROSS, WASHINGTON and WYANDOT (Excluding Tymochtee, Crawford, Ridge & Richland Townships) COUNTIES

	Rates	Fringes
PLASTERER.....	$ 23.78	12.80

PLAS0132-009 06/01/2012

ADAMS, JACKSON, PIKE and SCIOTO COUNTIES

	Rates	Fringes
Cement Mason/Plasterer.....	$ 29.09	17.06

PLAS0132-010 06/01/2012

ASHLAND, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, KNOX, LICKING, MADISON, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, RICHLAND, ROSS, WASHINGTON and WYANDOT (Excluding the townships of Tymochtee, Crawford, Ridge & Richland) COUNTIES

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 23.78 12.80

PLAS0132-016 06/01/2012

BROWN, BUTLER, CLEMONT, HIGHLAND and WARREN COUNTIES

	Rates	Fringes
PLASTERER	$ 22.05	11.35

PLAS0886-001 08/01/2011

HANCOCK and WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.47	13.70

PLAS0886-003 08/01/2011

ALLEN and AUGLAIZE COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 27.47	13.70

PLAS0886-004 08/01/2011

ALLEN, AUGLAIZE, HANCOCK and WOOD (Excluding Perry & Bloom Townships) COUNTIES

	Rates	Fringes
Drywall	$ 25.46	13.70
PLASTERER	$ 27.47	13.70

PLUM0042-001 07/01/2012

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 30.00	17.50

PLUM0050-001 07/02/2012

HANCOCK, OTTAWA, SANDUSKY, SENECA & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 35.50	22.59

PLUM0083-001 07/01/2012

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter	$ 24.67	27.08

PLUM0094-001 05/01/2012

WAYNE COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 31.13	15.74

PLUM0162-001 06/01/2012

CLINTON, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 27.95	18.92

PLUM0168-001 06/01/2012

MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 32.93	18.28

PLUM0189-001 06/01/2012

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, PERRY, PICKAWAY & ROSS

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 33.38	19.76

PLUM0392-001 06/01/2012

BROWN, BUTLER, CLERMONT & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 29.30	16.59

PLUM0495-001 06/01/2012

COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37

to the Perry County Line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 33.92	18.96

PLUM0577-001 06/01/2012

ADAMS, HIGHLAND, JACKSON, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter		
Manufacturing Plants, Testing Facilities, Enrichment Plants, Compressor Stations, Power Generating Plants, Coke Plants, Co-Generation Plants, Chemical Plants, Incinerators & Steel Mills	$ 30.25	20.48
All Other Work	$ 26.00	20.48

PLUM0776-001 01/01/2012

ALLEN and AUGLAIZE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 29.66	19.39

* ROOF0042-001 08/01/2012

BROWN, BUTLER, CLERMONT and WARREN COUNTIES

	Rates	Fringes
ROOFER		
Pitch	$ 27.31	12.30
Roofer	$ 26.31	12.30

ROOF0044-001 05/01/2012

ERIE, OTTAWA & SANDUSKY

	Rates	Fringes
ROOFER	$ 28.76	16.02

ROOF0075-001 05/01/2011

ALLEN, CLINTON, GREENE, HIGHLAND, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
ROOFER		
Composition, Damp & Waterproof	$ 22.63	12.76
Slate, Tile & Asbestos	$ 22.85	12.76

ROOF0086-001 09/01/2011

AUGLAIZE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HOCKING, KNOX, LICKING, MADISON, MORROW, PERRY, PICKAWAY, ROSS & WYANDOT

	Rates	Fringes
ROOFER	$ 24.40	12.26

ROOF0088-001 06/01/2012

ASHLAND, COSHOCTON, CRAWFORD, HOLMES, HURON, RICHLAND, SENECA, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
ROOFER	$ 23.70	12.94

ROOF0134-001 07/01/2011

HANCOCK & WOOD

	Rates	Fringes
ROOFER	$ 23.85	15.78

ROOF0185-001 06/01/2010

ADAMS, JACKSON, PIKE, SCIOTO & VINTON

	Rates	Fringes
ROOFER	$ 27.00	10.96

ROOF0188-001 07/01/2012

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
ROOFER		
Coal Tar Pitch & Waterproofing	$ 26.57	12.21
Roofer	$ 26.32	12.21

ROOF0242-001 06/01/2010

GUERNSEY, MORGAN, MUSKINGUM, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
ROOFER	$ 24.31	10.10

SFOH0669-001 04/01/2012

ADAMS, ALLEN, ASHLAND, AUGLAIZE, BELMONT, BROWN, BUTLER, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, GREENE, GUERNSEY, HANCOCK, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LICKING, MADISON, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PERRY, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, TUSCARAWAS, VINTON, WARREN, WASHINGTON, WAYNE, WOOD and WYANDOT COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 31.88	18.94

SHEE0024-001 01/01/2010

ALLEN, AUGLAIZE, BUTLER, CLINTON, GREENE, MIAMI, MONTGOMERY, PREBLE, WARREN, and WYANDOT COUNTIES

	Rates	Fringes
Sheet metal worker	$ 26.41	16.82

SHEE0024-002 06/01/2012

BROWN, CLERMONT & HIGHLAND

	Rates	Fringes
Sheet metal worker	$ 26.86	17.08

SHEE0024-007 01/01/2010

ADAMS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, JACKSON, KNOX, LICKING, MADISON, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, and VINTON COUNTIES

	Rates	Fringes
Sheet metal worker	$ 25.50	17.60

SHEE0033-004 06/01/2012

ASHLAND, COSHOCTON, CRAWFORD, HOLMES, RICHLAND, TUSCARAWAS and WAYNE COUNTIES

	Rates	Fringes
Sheet metal worker	$ 29.23	19.89

SHEE0033-006 06/01/2011

ERIE, HURON & SANDUSKY

	Rates	Fringes
Sheet metal worker	$ 27.55	16.66

SHEE0033-009 06/01/2012

WASHINGTON COUNTY

	Rates	Fringes
Sheet metal worker	$ 28.74	19.91

SHEE0033-011 07/01/2011

BELMONT, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
Sheet metal worker	$ 28.45	17.70

SHEE0033-021 07/01/2012

HANCOCK, OTTAWA, SENECA, and WOOD COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 30.97	22.89

TEAM0020-001 05/01/2008

ERIE, HANCOCK (From the southern boundary of the city of Findlay to the northern boundary of Hancock County), HURON, OTTAWA, SANDUSKY, SENECA & WOOD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 24.69	10.01
GROUP 2	$ 26.33	10.01

GROUP 1 - Pickup; Straight; Single Axle; Tandem Axle

GROUP 2 - Heavy Duty; Five Axle or Over; Winch; Carry-Alls; Low Boy; Articulating Dump

TEAM0092-003 07/01/2008

COSHOCTON, FAIRFIELD, GUERNSEY, HARRISON, HOCKING, JEFFERSON (South to Short Creek), LICKING, MORGAN, MUSKINGUM, NOBLE & PERRY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 21.39	9.87
GROUP 2	$ 21.43	9.87
GROUP 3	$ 21.47	9.87
GROUP 4	$ 22.17	9.87
GROUP 5	$ 22.29	9.87

CLASSIFICATIONS

GROUP 1 - End Dump; Dumpster; Turnarocker; Ross Carrier; Athry Wagon; Greaser; Tiremen; Articulated Dump

GROUP 2 - Flatboy Material Tuck, Dump & and Semi-Dump Truck; Semi Trailer & Tractor Trailer

GROUP 3 - Tank Trucks (straight & semi)

GROUP 4 - Mechanic

GROUP 5 - Lowboy Trailer; Winch Truck; A-Frame; Forktruck; Distributor Truck (front & back end) & Truck Crane

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TEAM0175-001 10/01/2011

WASHINGTON

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 24.43	13.44
GROUP 2	$ 24.53	13.44
GROUP 3	$ 24.68	13.44
GROUP 4	$ 24.83	13.44
GROUP 5	$ 25.08	13.44
GROUP 6	$ 25.18	13.44
GROUP 7	$ 25.33	13.44

FOOTNOTE: a. $1,924.31 per month

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Pick-Up; Panel; John Deere Gators or Similar Equipment

GROUP 2 - Flat Body Material (Straight Jobs); Dump (Up to 5 cu. yds.); Greaser; Tank (Straight)

GROUP 3 - Dump (5 cu. yds. & over); Semi-Dump; Semi-Trailer (whether Flat, Rack or Pole and hauled or pushed by truck or tractor); Agitator or Mixed (Up to 5 cu. yds.); Tank

(Semi); & Monorail

GROUP 4 - Low Boy Trailer; Winch; Fork; Distributor (Front & Back End); Truck Crane; Agitator or Mixer (5 cu. yds. & over); Hydraulic Tail Gate; & Farm Type Tractor

GROUP 5 - Euclid; Dumpster; Turnarocker; Ross Carrier; Athey Wagon or Similar Equipment; A-Frame; Hydrolift; & Dual Purpose

GROUP 6 - Mechanic

GROUP 7 - Master Mechanic (3 or more mechanics employed)

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BELMONT, JEFFERSON (North to Short Creek) & MONROE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1 - Pickup	$ 23.31	13.97
GROUP 2 - Greaser	$ 23.32	13.97
GROUP 3 - Flatbed Material; Dump & Semi-Dump	$ 23.36	13.97
GROUP 4 - Tank (straight & semi)	$ 23.39	13.97
GROUP 5 - Semi-Tractor Trailer	$ 23.41	13.97
GROUP 6 - Pole-Trailer	$ 23.51	13.97
GROUP 7 - Agitator & Mixer (Up to 5 cu. yds.)	$ 23.59	13.97
GROUP 8 - Euclid; Dumpster; Turnarocker; Ross Carrier; & Athey Wagon	$ 23.64	13.97
GROUP 9 - Agitator & Mixer (Over 5 cu. yds.)	$ 23.67	13.97
GROUP 10 - Lowboy Trailer; Winch; Fork & Distributor (Front & Back End); & Truck Crane	$ 23.94	13.97
GROUP 11 - A-Frame	$ 24.01	13.97
Group 12 - Mechanic	$ 24.04	13.97

TEAM0908-001 05/17/2012

ALLEN, AUGLAIZE, and HANCOCK (From the southern boundary of the city of Findlay to the southern boundary of Hancock County) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Lowboy	$ 22.68	6.11+a

FOOTNOTE: a. $197.10 per week effective May 21,2009;

$212.90 per week effective May 20,2010; $229.90 per week effective May 19, 2011; $248.30 per week effective May 17, 2012.

TEAM9999-001 05/01/2005

ADAMS, ASHLAND, BROWN, BUTLER, CLERMONT, CLINTON, CRAWFORD, DELAWARE, FAYETTE, FRANKLIN, GREENE, HIGHLAND, HOLMES, JACKSON, KNOX, MADISON, MIAMI, MONTGOMERY, MORROW, PICKAWAY, PIKE, PREBLE, RICHLAND, ROSS, SCIOTO, TUSCARAWAS, VINTON, WARREN, WAYNE, & WYANDOT

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 20.59	8.57
GROUP 2	$ 21.01	8.57

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination; Fuel; Pole Trailer; Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with

characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT 13

Section J, Attachment 10, *Small Business Subcontracting Plan*

SECTION J - ATTACHMENT 10

SMALL BUSINESS SUBCONTRACTING PLAN AND SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS FORM

Small Business Subcontracting Plan for United States Department of Energy Portsmouth D&D Project submitted by Fluor-B&W Portsmouth LLC dated January 2016, and as approved, is hereby incorporated by reference.

ATTACHMENT 14

Section J, Attachment 12, *GFS&I*

SECTION J - ATTACHMENT J-12

GOVERNMENT FURNISHED SERVICES AND ITEMS (GFS/I)

Government Furnished Services and Items (GFS/I)

Table J-12 provides a description of the GFS/I to be furnished to the contractor in support of this Contract in addition to the services and items specified in Section J Attachment J-7, Site Services and Interface Requirements Matrix.

Table J-12
DETAILED DESCRIPTION OF GOVERNMENT FURNISHED SERVICES AND ITEMS

PWS Section	Description	GFS/I
C.2.7.11	Fleet Management Program	

ATTACHMENT 15

Section J, Attachment 14, *CSCS*

SECTION J – ATTACHMENT 14

CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)

DOE F 470.1
(09/2012)
Replaces DOE F 470.1 (05-05)
All Other Editions are Obsolete

U.S. Department of Energy

CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)

- 1 -

1. CSCS No.: OR-15-240	2. Previous CSCS No.: OR-13-~~38~~-235	3a. Reason for Action: (Check one) ☐ Add ☑ Change ☐ Terminate b. Item Numbers Modified: 2,3,5b,9a 16, 17

4. This Specification Is For: (Complete as applicable)

(Check one)
a. ☑ Contract or Other Number ☐ Solicitation
Contract Type: _____

Did This Item come from a DD-254? ☐ Yes ☑ No

b. Contract Number: DE-AC3010CC40017 End Date: 3/28/21 (estimated)

c. Contract Number Of Prime: _____ End Date: _____ (estimated)
(Complete if registering or soliciting a subcontract)

5. Specification Is: (Complete as applicable)

a. Original (Complete date in all cases)	Date: 8/31/10
b. Revised (Supersedes all previous specifications)	Date: 4/16/15
c. Certificate of Possession	Date:
Retention of Classified Matter is Authorized until	Date:
d. Final	Date:
Certificate Of Non-Possession or Equivalent	Date:

6. General Identification Of This Procurement Facility D&D, Environmental Remediation, Waste Management, Surveillance & Maintenance of the Portsmouth Uranium Enrichment Gaseous Diffusion Plant

7. Contractor

a. Facility Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
11717	Fluor-B&W Portsmouth LLC, PO Box 548, Piketon, OH 45661	DOE - OR

8. Prime Contractor (Complete if registering or soliciting a subcontract)

a. Facility Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)

9. Actual Place Of Performance (DOE Facilities) (Attach additional entries as necessary)

a. Facility Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
255	FBP, Portsmouth Gaseous Diffusion Plant, PO Box 548, Piketon, OH 45661	DOE - OR

Actual Place Of Performance (NON-DOE Facilities) (Attach additional entries as necessary)

a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)

10. Clearance and Storage

a. Classification of Matter to be Accessed:
☐ TSRD ☐ TSFRD ☐ TSNSI ☑ SRD ☐ SFRD ☐ SNSI
☐ CRD ☐ CFRD ☐ CNSI ☐ U

b. Level of Storage Required at Contractor Facility in Block 7a:
☐ TSRD ☐ TSFRD ☐ TSNSI ☐ SRD ☐ SFRD ☐ SNSI
☐ CRD ☐ CFRD ☐ CNSI ☑ U

c. Level of Storage for the Performance of this Contract:
☐ TSRD ☐ TSFRD ☐ TSNSI ☑ SRD ☐ SFRD ☐ SNSI
☐ CRD ☐ CFRD ☐ CNSI ☐ U

d. Access Authorization/Security Clearance:
☑ Q ☐ L ☐ T ☐ S ☐ C

11. This Contract Will Require Access To:

☐ OTHER DCI CAVEATS
☐ COMSEC
☐ FGI
☐ NATO
☐ SCI
☐ CNWDI
☐ WD/SIGMAS: _____
☐ OTHER: _____

12. In Performing This Contract, The Contractor Will:

☑ Have Access to Classified Information Only at Another Contractor's Facility or a Government Activity
☑ Generate Classified Matter
☑ Perform Services That Require Unescorted Access to Security Areas
☐ Have Access to U.S. Classified Information Outside the U.S., Puerto Rico, U.S. Possessions and Trust Territories
☐ Other (Specify)

☐ Receive Classified Matter
☐ Fabricate, Modify or Store Classified Items (e.g., Hardware or Substances)
☐ Be Authorized to Use the Services of the Office of Scientific and Technical Information to Receive Classified Matter
☐ Require a COMSEC Account
☐ Be Authorized to Use the Defense Courier Service

DOE F 470.1
(09/2012)
Replaces DOE F 470.1 (05-05)
All Other Editions are Obsolete

13. Classification Guidance

The classification guidance needed for this classified effort is identified below. NOTE: Guidance which is in itself classified should be referenced here and provided under separate cover.

14. Security Requirements

Security requirements are established for this contract and are identified in the following contract clauses.

☑ DEAR 952.204-2 Security Requirements
☑ DEAR 952.204-73 Facility Clearance (Solicitation)
☑ DEAR 952.204-70 Classification/Declassification
☑ DEAR 970.5204.1 Counterintelligence (for management contracts ONLY)

15. Surveys

DOE Surveying Office is ORO

Elements of this contract are outside the survey responsibility of the Cognizant Security Office and/or the Surveying Office.
☑ No ☐ Yes (Identify specific areas and provide explanation/justification for each)

16. Certification And Signature. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified contract. All questions shall be referred to the official named below.

a. Typed Name Of Procurement Request Originator	b. Title and Organization	c. Telephone (include Area Code)
William E. Murphie	Manager, DOE Portsmouth/Paducah Project Office	859-719-4001

d. Address (include Zip Code)	e.
DOE - PPPO 1017 Majestic Drive, Suite 200 Lexington, KY	Signature [signature] Date 4/16/15
17. Typed Name of Contracting Official Robert J. Bell	Signature [signature] Date 04-16-2015
18. Typed Name of Classification Officer (Approval Of Block 13) Larry Sparks, DOE - ORO	Signature _____ Date 10/4/10
19a. Typed Name of Local Security Officer Peggy J. Jackson b. Responsible Office: Oak Ridge Office	Signature [signature] Date 04/17/15

20. Required Distribution

☐ Contractor
☐ Subcontractor
☐ Cognizant Security Office
☐ Administering Contracting Officer
☐ Surveying Office if Different than Cognizant Security Office
☐ Others, as Necessary

21. General Comments:

QR 4/20/15

DOE F 470.1
(09/2012)
Replaces DOE F 470.1 (05-05)
All Other Editions are Obsolete

9. Actual Performance - DOE Facilities		
a. Facility Code 11606	b. Name, Address, And Zip Code Wastren-EnergX, Portsmouth Gaseous Diffusion Plant, PO Box 307, Piketon, OH 45661	c. Cognizant Security Office (Name, Address, and Zip Code) DOE - ORO
a. Facility Code 8759	b. Name, Address, And Zip Code American Centrifuge Operating, LLC, 3930 US Route 23, Piketon, OH 45661	c. Cognizant Security Office (Name, Address, and Zip Code) NRC
a. Facility Code 11605	b. Name, Address, And Zip Code BWCS - Portsmouth Gaseous Diffusion Plant, PO Box 480, Piketon, OH 45661	c. Cognizant Security Office (Name, Address, and Zip Code) DOE - ORO
a. Facility Code 11607	b. Name, Address, And Zip Code Swift & Staley, Paducah Gaseous Diffusion Plant, West Paducah, KY 42086	c. Cognizant Security Office (Name, Address, and Zip Code) DOE - ORO
a. Facility Code 572	b. Name, Address, And Zip Code LATA Kentucky, Paducah Gaseous Diffusion Plant, 761 Veterans Ave, Kevil, KY 42053	c. Cognizant Security Office (Name, Address, and Zip Code) DOE - ORO
a. Facility Code 11608	b. Name, Address, And Zip Code BWCS - Paducah Gaseous Diffusion Plant, 1354 Kentucky Ave, Kevil, KY 42053	c. Cognizant Security Office (Name, Address, and Zip Code) DOE - ORO
a. Facility Code 11814	b. Name, Address, And Zip Code Fluor Federal Services, Inc., Paducah Gaseous Diffusion Plant, West Paducah, KY 42086	c. Cognizant Security Office (Name, Address, and Zip Code) DOE - ORO

9. Actual Performance - NON DOE Facilities		
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
a. ID Code	b. Name, Address, And Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)

ATTACHMENT 16

Section J, Attachment 17, *Uranium Inventory*

Category	Groups	Items	MTU	FBP Scope
UF6 Product & Tails Inventory Viable for Marketing	Delease UF6 Small Cylinders	722	0.48	Surveillance and Maintenance
	Deposit Removal Product	3	3.48	Surveillance and Maintenance
	Hold for DOE	11	0.01	Surveillance and Maintenance
	JAS Product Cylinders	104	156.85	Surveillance and Maintenance
	Lg&Sm Product Enriched	6	6.54	Surveillance and Maintenance
	Lg&Sm Product Normal	2	9.91	Surveillance and Maintenance
	Natural Large Cylinders	13	57.72	Barter Project
	Natural Uranium “US Origin”	357	700.86	Barter Project
	New Thick Wall Cylinders	248	37.25	Barter Project
	Russian Natural	1,043	699.24	Barter Project
	Tc-99 Product Cylinders	380	2,261.41	Barter Project
	Used Thick Wall Cylinders	6	0.00	Barter Project
UF6 Product & Tails Inventory Viable for Marketing Total		2,895	3,933.74	
Non-UF6 Inventory Viable for Marketing	Delease MEU Oxides	23	0.10	Surveillance and Maintenance
	Special Lot 17	82	1.77	Surveillance and Maintenance
	UMC Lot 18 A	453	2.18	Surveillance and Maintenance
	UMC Lot 18 B	814	3.83	Surveillance and Maintenance
	UMC Lot 18 C	166	0.72	Surveillance and Maintenance
	UMC Lot 3B	16	0.87	Surveillance and Maintenance
	UMC Lot 3C1	11	0.12	Surveillance and Maintenance
	Lot 13A	651	20.71	Surveillance and Maintenance
	UMC Lot 15C	39	1.73	Surveillance and Maintenance
	Lot 19 Oxides	375	1.86	Surveillance and Maintenance
	Lot 18 C Processed	419	2.04	Surveillance and Maintenance
	Lot 18 C Down blend	1	0.12	Surveillance and Maintenance
Non-UF6 Inventory Viable for Marketing Total		3,050	36.05	

Category	Groups	Items	MTU	FBP Scope
Cylinder requires processing prior to transfer to DUF6 Facility	Lg Enriched > 350 grams	27	3.52	Surveillance and Maintenance
	30 Inch Enriched Cylinder >350 grams	10	0.72	Surveillance and Maintenance
	Activated Returns	6	7.72	Surveillance and Maintenance
	Normal Small Cylinders	12	0.36	Surveillance and Maintenance
	Depleted Small Cylinders	124	4.95	Surveillance and Maintenance
Cylinder requires processing prior to transfer to DUF6 Facility Total		179	17.28	
Non UF6 Waste (In Current DOE Inventory)	GDP Scrap Material	117	1.38	Surveillance and Maintenance
	Lot 13B2	57	3.87	Surveillance and Maintenance
	Ash & Gunk	80	0.01	Surveillance and Maintenance
	Non-UF6	177	2.68	Surveillance and Maintenance
	Sources	10	0.00	Surveillance and Maintenance
	UMC Lot 11A2b	392	24.19	Off-site Waste Disposition
	UMC Lot 3A	14	1.20	Surveillance and Maintenance
Non UF6 Waste (In Current DOE Inventory) Total		847	33.34	
Deleased Material	Ash & Gunk	11	0.00	Surveillance and Maintenance
	AVLIS Metal	47	2.57	Surveillance and Maintenance
	Delease Non-UF6	3,345	0.96	Surveillance and Maintenance
	Delease Oxides	498	2.61	Surveillance and Maintenance
	Delease PG Dust	240	0.71	Surveillance and Maintenance
	Delease UF6 Small Cylinders	1,510	1.15	Surveillance and Maintenance
	USEC Legacy Waste	5	0.00	Surveillance and Maintenance
Deleased Material Total		5,656	7.99	
Recovery thru Deposit Removal or future D&D Waste	Holdup in Site Facilities	26	51.06	Dispositioned as determined by D&D of site

Category	Groups	Items	MTU	FBP Scope
Recovery thru Deposit Removal or future D&D Waste Total		26	51.06	
UF6 Waste Cylinders not for DUF6 Plant	Small Cylinders	127	1.10	Surveillance and Maintenance
UF6 Waste Cylinders not for DUF6 Plant Total		127	1.10	
Grand Total		**12,780**	**4,080.56**	

ATTACHMENT 17

Section J, Attachment 19, *Reserved*

SECTION J – ATTACHMENT 19

RESERVED

ATTACHMENT 18

Section J, Attachment 20, *Integrated Work Control*

SECTION J – ATTACHMENT 20

INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS CLAUSE (APRIL 2014)

Integrated Work Control Systems and Reporting Requirements Clause (April 2014)

The following Environmental Management (EM) policies and guidance apply to Section H, Integrated Contractor Work Control Systems and Reporting Requirements.

A. Project Control System

1. **Capital Asset Projects:**
    a. DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, dated November 29, 2010 and its associated Guides
    b. DOE Work Breakdown Structure Handbook, August 16, 2012
    c. Primavera Project Manager version P6 (or most current version) for scheduling activities to ensure standardization
    d. American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-C, dated June 2007 (or most current version).
    e. Contract Performance Reports in the following seven formats unless specified otherwise. For instructions on how to fill the forms refer to DI-MGMT-81861 (item A.3.f.).
        i. Format 1, DD Form 2734/1, March 05, Work Breakdown Structure
        ii. Format 2, DD Form 2734/2, March 05, Organizational Categories
        iii. Format 3, DD Form 2734/3, March 05, Baseline
        iv. Format 4, DD Form 2734/4, March 05, Staffing; and
        v. Format 5, Form Number: N/A , Explanations and Problem Analysis
        vi. Format 6, Form Number: N/A, Integrated Master Schedule
        vii. Format 7, Form Number: N/A, Electronic History and Forcast File
    f. Data Item Description, DI-MGMT-81468, Contract Funds Status Report (CFSR) or equivalent
    g. Contractor Project Performance (CPP) Upload Requirements for Project Assessment and Reporting System (PARS II), Version 1.7, dated June 25, 2011 (or most current version)
        i. Interconnection Security Agreement for Project Assessment and Reporting System (PARS II), Version 1.6, dated June 30, 2010 (or most current version).
        ii. PARS II New Contractor Information for Interconnection Security Agreement, V1.0, November 18, 2010 (or most current version).
    h. EM's Environmental Cost Analysis System (ECAS) User's Guide (The Guide is located at http://apps.emcbc.doe.gov/ecas/ for registered ECAS users.)

2. **Operations Activities:**
    a. Office of Environmental Management's Operations Activities Protocol, dated March 15, 2012
    b. DOE Work Breakdown Structure Handbook, August 16, 2012
    c. Primavera Project Manager version P6 (or most current version) for scheduling activities to ensure standardization
    d. If Earned Value Management System (EVMS) is required, American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-

748-B, dated June 2007 (or most current version) (If EVMS is not required see paragraph C. Performance Reporting table, Operation Activities.)

e. Contract Performance Reports in the following five formats unless specified otherwise. For instructions on how to fill the forms refer to DI-MGMT-81861 (item A.3.f.)
   i. Format 1, DD Form 2734/1, March 05, Work Breakdown Structure
   ii. Format 3, DD Form 2734/3, March 05, Baseline; and
   iii. Format 5, Form; N/A , Explanations and Problem Analysis
   iv. Format 6, Form: N/A, Integrated Master Schedule
   v. Format 7, Form: N/A, Electronic History and Forecast File
f. Data Item Description, DI-MGMT-81468, Contract Funds Status Report (CFSR) or equivalent
g. Integrated Planning, Accountability, and Budgeting System — Guidance Documents, dated June 2011 (or most current version).

3. **Other Documents:** The following documents provide background and context for planning and reporting requirements in Section H, Integrated Contractor Work Control Systems and Reporting Requirements:
   a. Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR)
   b. DOE Acquisition Guide
   c. Office of Environmental Management Corporate Work Breakdown Structure, November 9, 2011
   d. Work Breakdown Structures, MIL-STD-881C
   e. Data Item Description, DI-MGMT-81334D, Contract Work Breakdown Structure
   f. Data Item Description, DI-MGMT-81861, Integrated Program Management Report (IPMR), June 20, 2012 (http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/EarnedValueManagement/Downloads/IPMR-DID.PDF)
   g. IPMR Final Implementation Guide, Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics (OUSD AT&L) Performance Assessments and Root Cause Analyses (PARCA), January 24, 2013
   h. Over Target Baseline and Over Target Schedule Guide, OUSD AT&L (PARCA), December 5, 2012
   i. Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-02 DOE Adjunct to ASTM 2150-02

B. Baseline Development and Performance Reporting

1. Contract Performance Baseline Submittal
   a. Contract Performance Baseline (CPB) segments for performance planning, tracking and reporting will generally map to level 4 of the Corporate Work Breakdown Structure (CWBS) (see paragraph A.3.c.) but may be tailored, as negotiated by CO and contractor, when combining or further disaggregation maximizes efficiency for performance planning, tracking and reporting.
   b. The full CPB and CPB segments must reflect the requirements of the Contract SOW, identify key milestones and performance metrics (regulatory, DOE, and incentive) and be consistent with the estimated cost or target cost (excluding fee/profit and cost overruns) in Section B of the contract as agreed to by the contractor and the Government.

c. CPB segment(s) for capital asset projects must meet applicable requirements of DOE Order 413.3B to support the development of the Performance Baseline (PB) (See Section D, Baseline Terms for definition) by DOE for Acquisition Executive (AE) approval.
d. CPB segment(s) for operations activities will consist of detailed work plans for current and succeeding fiscal years; at a minimum, planning level work plans are required for the remainder of the Contract period of performance. CPB for operations activities will include a Management Plan that documents contractor's process for work planning and management including change control, performance tracking and reporting systems and methods. The Management Plan will also document any assumptions, regulatory requirements, safety and quality assurance management, risk management, milestones and metrics, budget profile, roles and responsibilities of the contractor's integrated management and support team.
e. WBS will start for each CPB segment at the CWBS level 4, and further broken down into appropriate elements for planning, budgeting, scheduling, cost accounting, work authorization, measuring progress, and management control. The WBS must be extended to the level necessary for management action and control based on the complexity of the work (See H. Clause, Section B, Baseline Development and Performance Reporting). WBS and WBS dictionary sheets or scoping narratives will be at the level at which costs are collected. The WBS submittal shall include a cross-reference of the WBS elements to the CPB segment and CLIN consistent with the Contract Line Item Number Assignment against Contract Structure.
f. The Initial CPB is the baseline plan that must be submitted at Contract award. It shall be 100% aligned with the scope, cost and schedule as submitted with the contractor's proposal with any revisions resulting from negotiations leading to Contract award. The Interim CPB is generally required within 90 days from contract award or Notice to Proceed and will cover the first approximately 15 months of the Contract.
g. The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.
h. The full CPB will subsume the Interim CPB as currently approved in its entirety. An Interim CPB is required to be submitted during the Contract Transition Period that will cover the first approximately 15 months of the Contract (See Section D.4.a. for more details. The full CPB will be an extension of the Interim CPB that includes any modifications approved up to the time when the full CPB is submitted.

C. Performance Reporting

CPB Segment	Reporting Requirement
Capital Asset Projects where EVMS is required.	Post Critical Decision (CD 2): Monthly Performance Report will include Contract Performance Reports (CPR) formats 1 through 7 and a Contract Funds Status Report (CFSR). The reports shall be consistent with paragraph A.1. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual 'contract status. The reports will include the earned value of the prior month, and Format 5 Variance Analysis are required for Control Accounts (CA) with current or cumulative cost or schedule variances exceeding thresholds established by the CO. [Note: PARS II is the central repository for key Departmental-level project information. No later than the last workday of every month Earned Value (EV) data is provided from contractor's systems directly into PARS II. The data must be current as of the closing of the previous month's accounting period. DOE 413.3B requires EV reporting into PARS for projects with Total Project Cost (TPC) > $20M. Pre CD-2: The monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB) and status of CPB milestones and deliverables.
Capital Asset Projects where EVMS is not required	Monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB), any related impacts and corrective action, and status of CPB milestones and deliverables.
Operations Activities	Monthly Performance Report will include narrative description of scope accomplished, progress on corporate and Contract specific performance metrics, costs incurred versus CPB plan, any related impacts and corrective action, and status of CPB milestones and deliverables. If the Contract required EV reporting, the contractor's monthly Performance Report for each CPB segment will include Contract Performance Reports (CPR) formats 1, 3, 5, and 6. If the CPB segment consists primarily of Level of Effort (LOE) activities, the status report will tabulate planned versus actual cost by major functions as agreed to between the contractor and the CO. [Note: IPABS is the central repository for EM planning and performance data. Contractor Monthly Performance Report is used by the site or field office to enter the monthly performance data into IPABS.]

D. Baseline Terms

DOE and EM contracts to understand and use consistent terminology to promote effective communication and performance. The following definitions and explanations are provided to ensure a common understanding and clarification of Contract language consistent with the requirements of DOE 0 413.3B.

1. Contract Performance Baseline (CPB)

(a) The Contract Performance Baseline (CPB) represents the cost, schedule, and the entire scope and entire period of performance as it relates to the total estimated cost of the Contract exclusive of fee and any contract overruns as stated in Section B of the Contract. Contract Budget Base (CBB) is the cost element of the CPB and equals the Estimated Cost (excluding fee and cost overrun,). (See D, Baseline Terms, 2.(b) figure 1),

Many EM contracts include multiple capital asset projects as well as multiple operations activities. The CPBs for each capital asset project and each operations activity in a contract that has multiple projects and operations activities are called CPB segments. Contract segments may be pre-defined in a Contract as CLINs, but may also be identified later during Contract execution as the work execution approach becomes clearer and the contractor and DOE mutually agree to further sub-divide ("chunk') larger activities or projects into more manageable segments. The full CPB for a Contract with multiple projects and operations activities is the sum of all the CPB segments.

EM has put in place a Corporate Work Breakdown Structure for its entire program scope. See reference document listed in paragraph A.3.c. Level 4 of the CWBS are the Activity Building Blocks (ABBs). The CPB segments may map to one or more ABBs, but an ABB can only be part of one CPB.

(b) Performance Measurement Baseline (PMB) is the baseline cost that encompasses all contractor project work packages and planning packages, derived from summing all the costs from the Work Breakdown Structure (WBS). Management Reserve (MR), contingency, fee, and DOE direct costs are not part of the Performance Measurement Baseline. The PMB is the benchmark used within EVM systems to monitor project (and Contract) execution performance in the Contract. A PMB must be in place and under configuration control for capital asset projects past CD-2.

2. **Baseline Terminology for Capital Asset Projects**

(a) Performance Baseline (PB) is the collective key performance, scope, cost, and schedule parameters, which are defined for all capital asset projects at Critical Decision (CD)-2 (See Figure 1). Performance Baseline includes the entire project budget (TPC including fee and contingency).

PB = PMB + MR + Contingency + Fee + DOE Other Direct Cost (DOE ODC)

(b) CPB Segment for a Capital Asset project represents the contractor's work plan for planning and executing a capital asset project as a stand-alone portion of the full CPB. Depending on the stage of a project with respect to its acquisition cycle, i.e. at CD-0 versus at CD-3, the CPB documents required to be submitted will vary. For example, the CPB for a project that is between CD-0 and CD-2 will include all applicable documents for the stage of the project as specified in DOE 0 413.3B, and a plan to get to CD-2 through CD-4.

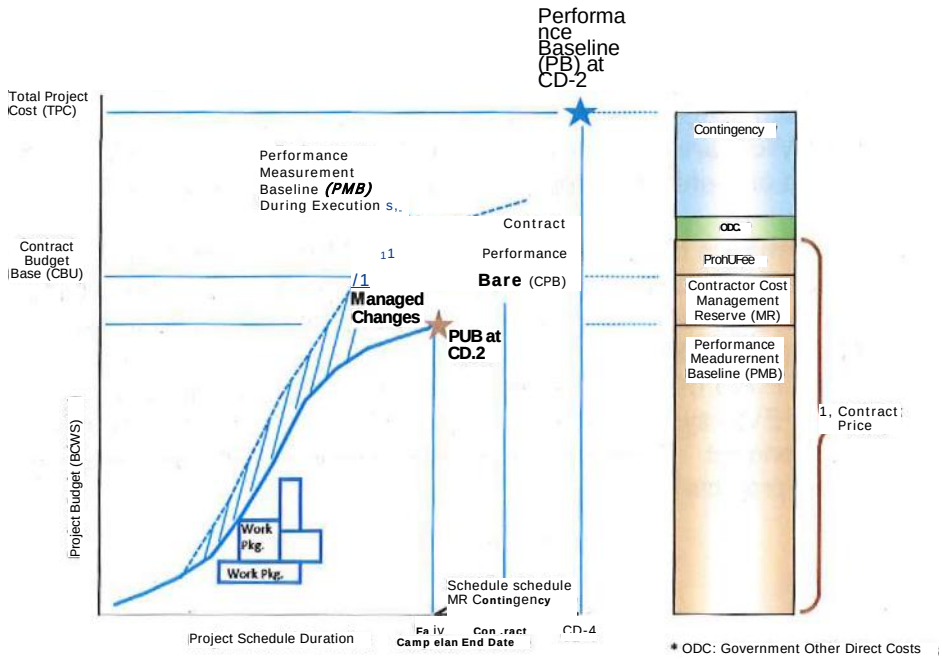

Figure 1 — Performance Baseline at Contract Award, Key Terms and Relationships for Capital Asset Projects

3. **Baseline Terminology for Operations Activities**

(a) Fiscal Year Work Plans (FYWP): FYWPs are annual work plans that define the work scope to be accomplished in each fiscal year thru the Contract period of performance based on planned budget allocations. FYWP for each operations activity provides the scope, cost, schedule, performance metrics, milestones, assumptions, and risks associated with the operations activity. Even though the FYWP is a Federal document, it is based on the contractor's CPB segment for the operations activity (See Figure 2 below).

(b) CPB Segment for an Operations Activity: A CPB segment for an operations activity represents the contractor's work plan for planning and executing an operations activity through the Contract period of performance in accordance with the requirements of the Operations Activities Protocol (See Paragraph A.2.a).

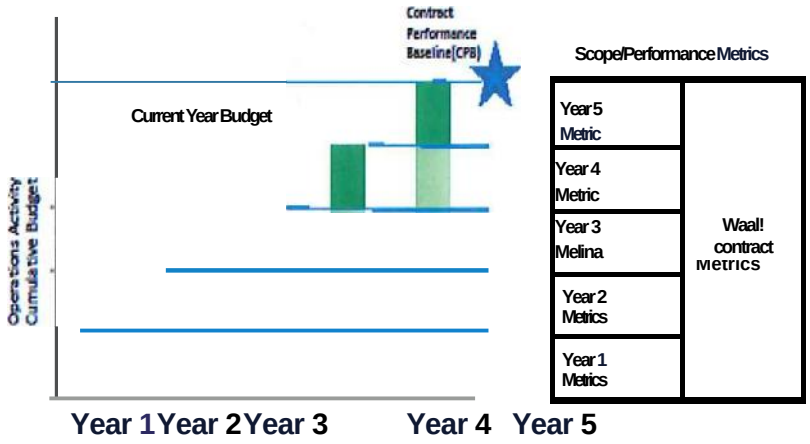

Figure 2 — Contract Performance Baseline for an Operations

Activity 4. Other Baseline Terms

(a) Contingency: For capital asset projects, contingency is the portion of the project budget that is available for risk uncertainty within the project scope, but outside the scope of the Contract. Contingency is budget that is not placed on the Contract and is included in the TPC. Contingency is controlled by Federal personnel as delineated in the Project Execution Plan (PEP).

(b) Initial CPB is simply the baseline plan at Contract award. It should be the scope, cost and schedule as submitted with the contractor's proposal with any revisions resulting from negotiations leading to Contract award.

(c) Interim CPB: An Interim CPB is generally required within 90 days from Notice to Proceed and will cover the first approximately 15 months of the Contract. The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim

CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.

(d) DOE Other Direct Costs (ODCs): For capital asset projects, DOE ODCs are DOE costs attributable to the project that are outside of the Contract.

(e) PBS Life Cycle Cost: In 1997, EM organized its entire cleanup program at each site into a corporate Project Baseline Summary (PBS) structure. EM formulates its annual budget request to Congress using the PBS structure and maintains configuration control of lifecycle cost estimates for each PBS. PBSs include costs for both capital asset projects and operations activities through completion of cleanup at each site.

PBS Life Cycle Cost

Prior actual costs	+	Sum of CBBs for current contract(s), Fee, Contingency, and Other DOE Costs	+	Estimate of cleanup work through completion

(f) Management Reserve (MR): MR is an amount of total contract budget and schedule withheld for management control purposes by the contractor. Management Reserve is not part of the Performance Measurement Baseline.

Note: MR is established after Contract award from within the Contract Budget Base (CBB) to effectively manage contract work scope. Also, MR is not a separately priced cost element in a contractors' cost proposal. The expectation is that the contractor's proposal takes into consideration any contractor-owned performance risks associated with delivery of the proposed scope of work. MR is necessary to effectively implement EVMS, as such if the contract requires EVMS reporting, each CPB segment must establish a risk informed MR no later than full CPB submittal. The use of MR should be tied to changes that have scope, schedule, and budget impact at the control account level in order to be compliant with ANSI/EIA 748 (current version).

(g) Typical Baseline Documents:

i. WBS and WBS dictionary
ii. Integrated Resource-Loaded Schedule with monthly Budgeted Cost of Work Planned when EV is required, supported by cost and schedule basis
iii. Annual work plans for Operations Activities
iv. Overall cost estimate with supporting basis of estimates
v. Documentation of risks, assumptions, risk analysis, determination of a Management Reserve (MR) and a Risk Management Plan
vi. Contractor's Project Management Plan including Change Control process

(h) Work Breakdown Structure (WBS): The WBS is a product-oriented hierarchical decomposition of the work required to accomplish the project objectives and produce the contractual deliverables. The WBS should subdivide the work into smaller,

independent pieces of work; with each descending level of the WBS representing increasingly detailed definition of the planned project work. Contractor's WBS will flow down from Level 4 of EM's Corporate WBS' (CWBS) see reference document listed in paragraph A.3.c. The WBS provides the basis for all work control system components, including estimating, scheduling, budgeting, performing, managing, and reporting. Cost and schedule estimates should be developed using activity or commodity-based cost estimating techniques to facilitate review and approval by DOE.

[1]CPB segments for performance planning, tracking and reporting will generally map to level 4 of the CWBS but may be tailored, as negotiated by CO and contractor

ATTACHMENT 19

Section J, Attachment 21, *Performance Evaluation and Measurement Plan*

Performance Evaluation and Measurement Plan
for
Fluor-BWXT Portsmouth LLC

Portsmouth Gaseous Diffusion Plant
Decontamination and Decommissioning
Contract #DE-AC30-10CC400174

30-Month Option Period
March 29, 2016 to September 30, 2018

30-Month Option Period
October 1, 2018 to March 28, 2021

CONCUR:

_____

Joel B. Bradburne, Portsmouth Site Lead Date
Portsmouth/Paducah Project Office

_____

Vincent Adams, Portsmouth Site Director, Date
Federal Project Director
Portsmouth/Paducah Project Office

APPROVED:

_____

Robert E. Edwards, Acting Manager Date
Portsmouth/Paducah Project Office

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PERFORMANCE EVALUATION and MEASUREMENT PLAN

1. CONTRACT ATTRIBUTES: Contract Number DE-AC30-10CC40017, *Portsmouth Gaseous Diffusion Plant Decontamination and Decommissioning was* awarded in 2010 as a cost plus award fee (CPAF) contract. The initial 30-Month Option was awarded as a hybrid contract to include CPAF, base fee, cost plus fixed fee (CPFF), and indefinite delivery, indefinite quantity (ID/IQ) contract line item number (CLINs) for decontamination and decommissioning (D&D) and environmental remediation (ER) of the Portsmouth Gaseous Diffusion Plant (PORTS) at the U.S. Department of Energy (DOE), Piketon, Ohio. A final option for an additional 30-Month period of performance is similarly incorporated herein and will be applicable upon Contracting Officer (CO) exercise of that period of performance.

The Performance Work Statement (PWS) is developed to incentivize optimal contractor performance and reduce costs. In accordance with the contract, the contractor's performance on the cost plus award fee CLINs/Task Orders are assessed as detailed in this performance evaluation and measurement plan (PEMP). Non-D&D scope (work for others) is included in CPFF CLINs and assessed in accordance with Section I.34, FAR 52.216-8, *Fixed Fee*.

Additional in-scope Task Orders may be issued against ID/IQ CLINs. Task Orders may be issued as CPAF, CPIF, CPFF, or fixed price (FP). Task Orders issued as CPAF may include and incorporate PBIs as appropriate to incentivize that work. In accordance with Section B.5, *Aligning Contract Incentives,* successful performance of the contract includes completion of both the cost reimbursement and FP CLINs. The CLINs and the associated PWS paragraphs are identified in Section B.1 *Type of Contract and Services Being Acquired*. Fee for each CLIN and period of performance is identified in B.3 and B.4 *CLIN Structure - Performance Period* and will be updated as required during the performance period.

2. PURPOSE: The purpose of this PEMP is to define the methodology and responsibilities associated with determining the amount of award fee to be earned by Fluor BWXT Portsmouth LLC (FBP) (hereafter referred to as the contractor). In accordance with FAR 16.4, *Incentive Contracts*, specifically subparagraph (e), "Award fee shall not be earned if the contractors overall cost, schedule, and technical performance in the aggregate is below satisfactory." Therefore, pursuant to FAR 16.401(e), the contractor shall not earn greater than 50% if overall cost, schedule, and technical performance (satisfactory) are not met in accordance with the PEMP. To earn greater than 50% of available award fee, the contractor must exceed some, many, or almost all award fee criteria. PBIs may be structured and evaluated for completion in the period in accordance with H.58 (e) & (f) and Section J Attachment 23, *Performance Based Incentives for D&D*.

The purpose of fee is to motivate the contractor toward excellence and total contract performance and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas.

3. PERIOD: The PEMP covers the 30-month period of performance from March 29, 2016, through September 30, 2018, and an additional 30-month option period of performance if exercised by the CO. The evaluation periods for both 30 month option periods are:

Award Fee Period	Period of Performance	Number of Months
Period 1	March 29, 2016 – September 30, 2017	18 – Months

Period 2	October 1, 2017 – September 30, 2018	12 – Months
Period 3	October 1, 2018 – September 30, 2019	12 – Months
Period 4	October 1, 2019 – March 28, 2021	18 – Months

4. PROCESS: The PEMP outlines the organization, procedures, and evaluation periods for implementing the fee provisions of the applicable cost plus award fee CLINs/Task Orders. The Fee Determining Official (FDO) will evaluate the contractor's performance against the subjective Category of Performance (CP) and the performance based incentives (PBIs) incorporated in Section J, Attachment 23, *Performance Based Incentives.* The total available award fee (including Section J, Attachment 22, *Task Orders)* to be evaluated is provided in B.3 and B.4.

Section B.3 includes the total award fee associated with CLINs 0003, 0008, and 0009 (CPAF Task Orders) as applicable for the initial Option Period (Award Fee Periods 1 and 2). The award fee for each CLIN in B.3 is added into one *Total Available Award Fee Pool* (TAAFP) and divided by 30 months. The 18 month evaluation period includes fee associated with the mathematical calculation (TAAFP / 30 X 18 = Period 1, Fee Pool). The 12 month (Period 2) is calculated similarly.

Section B.4 includes the award fee associated with CLINs 0010, 0012, and 0013 (CPAF Task Orders) as applicable for the follow-on Option Period (Award Fee Periods 3 and 4). The award fee for each CLIN in B.4 is added into one *Total Available Award Fee Pool* (TAAFP) and divided by 30 months. The 12 month evaluation period includes fee associated with the mathematical calculation (TAAFP / 30 X 12 = Period 3, Fee Pool). The 18 month (Period 4) is calculated similarly.

Modifications to CPAF CLINs and Task Orders issued during the period are added into the appropriate award fee totals.

Award fee for PBI completion, by period, is allocated in Section J, Attachment 23 at 70% of the total available award fee by CLIN and period of performance and the remaining 30% is divided (*60%/40%)* into two Categories of Performance (CP).

Formal performance evaluations will be conducted for the periods identified in Section 3 above, (18 or 12 months) to establish the amount of fee payable for performance. Performance reviews of contractor strengths and weaknesses will be accomplished between the contractor and the site director at each six-month interval, while a formal fee evaluation and determination by the FDO is completed in each of the 18 or 12 month periods outlined herein. Monthly performance reviews will also be presented by the contractor to the Technical Lead with a focus not only on PBI accomplishment but also on CP#1 and CP#2, performance including schedule.

Section B.5, *Aligning Contract Incentives* allows for provisional invoicing of up to 70% of award fee; however, based on the strength and weaknesses of the contractor's performance during the period, the CO may reduce the percentage of provisional fee in the period. Should the amount of the FDO determination be less than what was previously provisionally invoiced and paid, the contractor shall provide a credit to DOE within 30 days.

In accordance with contract clause Section H.58*, Provisional Payment of Fee* (OCT 2013), payments of award fee made by the Government to the contractor prior to the end of the

contract may be provisional until the FDO determines the contractor has fulfilled its ultimate contractual obligations in terms of the contract.

The final evaluation converting provisionally earned fee to final fee will be documented by the (FDO) in accordance with the criteria defined in the PEMP, Section J, Attachment 23, *Performance Based Incentives (PBIs),* B.5, *Aligning Contract Incentives* and terms of the contract.

The contract will be modified in Section B.3 or B.4, *CLIN Structure – Performance Period* to document the earned and/or unearned fee. Award fee not earned shall not be eligible to be earned in any future period(s).

The PEMP implements the requirements of Acquisition Letter (AL)-2014-02, *Provisional Payment of Fee*, dated October 29, 2013; and the Memorandum from the Deputy Secretary of Energy entitled *Aligning Contract Incentives for Capital Asset Projects* (S-2 Memo) dated December 13, 2012.

5. TERMS AND CONDITIONS

The following contract sections incorporated herein by reference work together and document award fee administration and process for provisional and final (earned) payment of fee:

- Section B.3 and B.4, *Performance Period CLINs*;
- Section B.4, *Performance Period CLINs:*
- Section B.5, *Aligning Contract Incentives*;
- Section H.58, *Provisional Payment of Fee;*
- Section J, Attachment 21*, Performance Evaluation and Measurement Plan;*
- Section J, Attachment 23, *Performance Based Incentives (PBI) for D&D and,*
- Section J, Attachment 24, *Performance Schedule*.

(a) TERMINATION FOR CONVENIENCE

In the event that the contract is terminated for the convenience of the Government (Clause I.108), any remaining award fee in the current period may be available for equitable adjustment in accordance with the termination clause of the contract. All out year(s) fee in any period after termination shall be considered unearned and therefore shall not be paid.

(b) TERMINATION FOR DEFAULT

In the event the contract is terminated for default, any remaining award fee in the current period shall be considered unearned and therefore shall not be paid. The remaining fee for all periods, after termination, shall be considered unearned and therefore shall not be paid.

6. CHANGES

All significant changes to the PEMP, including Section J, Attachment 23, *Performance Based Incentives (PBI) for D&D* incorporated herein by reference, are approved by the FDO after DOE

coordination as required. Examples of significant changes include changes to evaluation criteria, adjusting weights to redirect the contractor's emphasis to areas needing improvement, and revising the distribution of fee dollars. Contract modifications affecting estimated cost and available fee will be updated in Section B.3 and B.4, *CLIN Structure – Performance Period* and may or may not require a change to the PEMP or Section J, Attachment 23, *Performance Based Incentives (PBI) for D&D*. The CO will provide to the contractor a written 30 day advance notice of changes to the PEMP or Section J, Attachment 23, *Performance Based Incentives (PBI) for D&D* before implementation.

Changes that do not impact the approved PEMP criteria or processes, such as editorial clarifications, personnel changes or other insignificant changes may be made by the Performance Evaluation Board (PEB) Chairman and incorporated herein. The CO is not required to provide the 30 day advance notice to the contractor for editorial clarifications but will update and issue as required.

The contractor may recommend changes to the CO no later than 60 days prior to the beginning of each evaluation period; however, the CO maintains the unilateral right to incorporate changes. Such changes shall be incorporated in accordance with clause B.5, *Aligning Contract Incentives* and DOE Acquisition Guide, Chapter 16.2 (July 2012).

In the event that the contractor believes circumstances completely beyond its control may prevent successful completion of a PBI, the contractor may request DOE replace the PBI or remove and restructure the PBI fee proportionally to the remaining PBIs in the current period for the CLIN identified. The contractor's request must be made in writing to the CO and include substantial, verifiable justification in accordance with FAR 52.243-7, *Notification of Changes*. The written request must be submitted as soon as practicable after the event or events occurred; however, under no circumstances shall the request be made after the required completion date of the PBI. Upon receipt of the contractor's request, DOE will determine whether circumstances completely beyond the control of the contractor have in fact prevented the contractor from successfully completing the PBI. In the event DOE does not make a determination, the contractor's request shall be deemed denied. In the event DOE does make an affirmative determination, DOE may, in its sole discretion, replace the PBI or remove and restructure the fee proportionally to the remaining PBIs in the period. In the event the contractor does not successfully complete the replacement PBI in the identified period, the award fee associated with the replacement PBI may be forfeited and not available in this or any other award fee period.

7. FEE STRUCTURE AND EVALUATION PROCESS

Section B.3 and B.4, *CLIN Structure – Performance Period* of the contract identifies by CLIN, the Base Fee; Total Available Award Fee Pool; Earned Award Fee; and Unearned Award Fee (by period) applicable to the contract and this PEMP.

All changes resulting from contract modifications impacting base and/or award fee changes, will be identified in Section B.3 and B.4, *CLIN Structure – Performance Period* by incorporating changes to the available fee pool as well as documenting earned and unearned fee as applicable.

Fee weightings associated with PBIs are identified in Section J, Attachment 23 of the contract.

a. BASE FEE

DOE will assess the contractor's performance in accordance with B.5(b).

b. AWARD FEE

In accordance with FAR 16.4, *Incentive Contracts,* the amount of award fee earned shall be commensurate with the contractor's overall cost, schedule, and technical performance as measured against contract requirements in accordance with the criteria stated in this PEMP. The award fee process supports the principles aligning contractor and taxpayer interests as described in the Deputy Secretary's December 13, 2012, memorandum entitled *Aligning Contract Incentives for Capital Asset Projects*. Exhibit 6, *Fee Process Flowchart*, depicts the award fee process.

Section B.3 and B.4 *CLIN Structure - Performance Period* documents the award fee available by evaluation period. This PEMP describes how the fee for those CLINs may be earned in the period. The total available award fee pool, including CPAF Task Orders, is subdivided into two parts. First, subjective evaluation criteria, termed *Categories of Performance*, are utilized to evaluate 30% of the award fee pool; and second, PBIs are established for 70% of the award fee pool. See Section J, Attachment 23, *Performance Based Incentives (PBIs)* for PBI descriptions, completion criteria, completion date, and associated fee weighting percentage. Sections B.3 and B.4 *CLIN Structure - Performance Period* specific to the total available award fee pool and Section J, Attachment 23, *Performance Based Incentives (PBIs)* specific to PBI descriptions, completion criteria, completion dates, and associated fee weighting percentages, will be updated in consideration of each additional CPAF contract modification. Section J, Attachment 24, *Performance Schedule* is utilized to evaluate the contractor's ability to manage schedule in the subjective category of performance (CP #1).

PBI completion dates, consistent with FAR 16.4 (e)(3), *Award Fee Plan,* are pre-established by the Government and incorporated in Section J, Attachment 23, *Performance Based Incentives*, to incentivize completion of scope earlier and/or at a lower overall total cost to the Government than reflected in the CPB. PBIs are linked to objectives to enhance performance, but not at the expense of minimum acceptable performance in other areas.

The FDO shall evaluate the contractor's completion of PBIs on a pass/fail basis, against the pre-determined PBI completion criteria pursuant to FAR 16.4, *Incentive Contracts*. Evaluation of the PBIs will be based on pass/fail basis, unless the PBI is specifically structured otherwise. DOE may only consider partial payment of fee for partial completion of identified criteria in any PBI if specifically structured for partial completion.

As determined by the FDO, with concurrence from the HCA, PBIs may be considered earned in the period performed as defined by H.58, *Provisional Payment of Fee* (Oct 2013) (AL-2014-02), paragraph (c), subparagraph (4) whereas "*earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the contractor has met all conditions stated in the contract for earning fee*."

Category of Performance adjectival ratings pursuant to FAR 16.4, *Incentive Contracts*, are identified herein as CP #1 and #2, and are used to evaluate the subjective criteria.

Fee associated with subjective Categories of Performance, CP#1 and CP#2 are considered earned in the evaluation period based on the FDO recommendation.

DOE reserves the right to evaluate any and all of the contractor's processes and procedures in these categories of performance. CP #1 is the subjective evaluation of the contractor's management of all process or procedures during contract performance. Section J, Attachment 24, *Performance Schedule* is evaluated in CP #1, as one of many of the contractor's processes and procedures. The evaluation of schedule is the subjective focus of the contractor's ability to manage the schedule which may include resolving unforeseen issues, mitigating risks, aligning workforce, schedule recovery, etc., including briefing the Technical Lead in the monthly performance reviews. CP #2 focuses on the contractor's ability to meet Environmental, Safety, Health and Quality (ESH&Q) and Regulatory requirements.

Award fee associated with not meeting a PBI or determined unearned in the subjective areas (CP #1 or CP #2), shall not be available for payment in this or any other contract period.

The contractor shall submit Contract Deliverable 114, *Self-Assessment Report* for each evaluation period describing performance in both the subjective, CP area and for each PBI. The self-assessment shall include the Contract Performance Baseline estimated cost for the work scope in the period of performance as well as the actual cost incurred for the work scope.

The contractor's certificate of completion (provided below) shall be provided for each PBI and include associated documentation such as, acceptance/test reports, shipping manifest or other proof of completion. The Technical Lead will perform a site walk-down to verify completion.

If the contractor's total cost of performance in the period exceeds the Contract Performance Baseline (CPB), then the total available award fee pool (TAAFP) for the evaluation period shall be reduced by the percentage shown in the table. This reduction is first applied to the total available award fee pool by the PTE and provided as a recommendation to the PEB. The reduction, if any to the TAAFP is proportionally applied to the PBIs and subjective portion (70/30). Then utilizing the defined PBI weights, the 70% is realigned to each PBI. The reduction and completion recommendations are presented to the FDO during the evaluation process. No additional fee shall be added to the contract nor shall any fee be paid on costs related to the overrun.

Cost Overrun Table

Cost Overrun (%)	Available Fee Reduction (%)
0 – 10.00%	0%
10.01 – 11%	1%
11.01 – 12%	2%
12.01 – 13%	3%
13.01 – 14%	4%
14.01 – 15%	5%

15.01 – 16%	7%
16.01 – 17%	9%
17.01 – 18%	11%
18.01 – 19%	13%
19.01 – 20%	15%
>20%	15%

PBI Certification of Completion: The certificate of completion for each PBI shall include supporting documentation such as acceptance/test reports, shipping manifest or other proof of completion. The *Certification of Completion* shall be delivered to DOE for each PBI with the contractor's self-assessment. If the contractor determines that the *Certificate of Completion* submitted is incomplete or requires an update, the contractor shall immediately notify DOE and resubmit a revised *Certificate of Completion* along with the updated associated revised documentation attached. The certification may be executed by any person authorized to bind the contractor with respect to the following:

Certification of Completion

"I certify performance completion of PBI #_____. This certification of completion is made in good faith; the supporting data are accurate and complete to the best of my knowledge and belief; the amount requested accurately reflects the amount of fee for which the contractor believes is correct; and I am duly authorized to certify the PBI completion on behalf of the contractor."

_____
Signature Date

_____
Title

c. NOTIFICATION OF FEE BY CONTRACT MODIFICATION

The contractor will be notified by contract modification of the total amount of fee earned and the amount of fee unearned in the period allowing the contractor to invoice the actual dollar amount of the determination minus the quarterly provisional fee payments.

8. DEFINITION OF TERMS

a. **Award Fee Available:** The total amount of available award fee that is allocated across the performance evaluation periods.

b. **Evaluation:** The evaluation conducted in accordance with the PEMP. This evaluation by the FDO will be used to determine the earned fee for the evaluation period.

c. **Available Fee**: The fee the Contractor might earn but has not yet earned.

d. **Clause:** A term or condition used in this contract.

e. **Contract Award Fee Pool:** For the contract, the total amount of available award fee that can be allocated across all of the contract's evaluation periods.

f. **Contracting Officer (CO):** The individual authorized to commit and obligate the government through the life of the contract. The CO is an advisor to the PEB.

g. **Cost Plus Award Fee Contract:** A cost plus award fee contract is a cost-reimbursement contract that provides for a fee consisting of a base amount (base fee) fixed at inception of the contract and an award amount, based upon a judgmental evaluation by the Government, sufficient to provide motivation for excellence in contract performance (FAR 16.305).

h. **Earned Award Fee:** The total amount of award fee determined earned by the Government after meeting the contractual requirements entitling it to fee. Does not occur until the contractor has met all conditions stated in the contract for earning fee.

i. **Fee Determining Official (FDO):** The DOE Official who reviews the recommendations of the PEB and determines the amount of award fee to be earned by the contractor for the evaluation period (FAR 16.001). The FDO is the Manager of the Portsmouth/Paducah Project Office. This authority has been delegated by the Office of Environmental Management Head of Contracting Activity (HCA).

j. **Formal Evaluation:** The evaluation conducted at the end of the contract period whereas DOE makes a determination that the contractor has met all conditions stated in the contract for earning fee. This evaluation by DOE will be used to convert provisional fee to final fee.

k. **Final Fee:** Fee payable upon final determination that the contractor has met the contractual obligations in accordance with the terms of the contract.

l. **Incentive:** A term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

m. **Performance Evaluation Board (PEB):** The group of individuals identified herein who have been designated to provide a recommendation to the FDO in making award fee determinations (FAR 16.001). Members of and advisors to the PEB are indicated in Exhibit 1.

n. **Performance Evaluation Board Chair:** The PEB chairperson is the U.S. Department of Energy (DOE) Portsmouth Site Director. The Site Director is the senior executive responsible for all DOE activities at the Portsmouth Site.

o. **Project Team Evaluator (PTE):** The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis.

p. **Provisional Award Fee:** Portion of the Award Fee Pool provisionally invoiced for performance during a particular evaluation period. Provisional fee may not become earned fee until the contractor has met all conditions of the contract as determined by the FDO.

q. **Provisional Payment of Fee:** The Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee. Provisional payment of fee has no implications for the Government's eventual determination that the contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee.

r. **Technical Lead:** The individual who is responsible to lead the evaluation process.

9. ORGANIZATIONAL STRUCTURE

The organizational structure of the award fee process is established to ensure a fair and full evaluation of the contractor's performance. Independent assessments, first performed at the site level, are reviewed at each stage and presented through the Technical Lead and PEB to the FDO. The FDO then performs an independent assessment at an executive-level.

The Manager, Portsmouth/Paducah Project Office, serves as the FDO and has established the PEB. The PEB assists the FDO in the award fee determination by recommending an adjectival rating for the contractor's performance and documenting the analysis and recommendation in the Performance Evaluation Report (PER). If a PEB member is absent, the FDO will approve an alternate with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. See Exhibit 1 for PEB members and potential advisors. See Exhibit 6 for the flowchart of the Award Fee Process.

10. RESPONSIBILITIES

Exhibit 1 documents the performance evaluation board members and advisors. Advisors consist of the Technical Lead, the CO, and a Contracts Attorney. The advisors assist as requested and reviews the process to ensure the contract, PEMP, and other requirements are being followed.

a. Project Team Evaluators (PTEs)

PTEs will continually monitor and evaluate the contractor's performance on the PEMP. PTEs use Exhibit 3, *Rating Criteria* to document the strengths and weaknesses to the Technical Lead on an 18 or 12 month basis. Each PTE member determines numerical ratings for the subjective CPs which are then entered into the Exhibit 4, *Rating Summary Table*. The PTEs also perform a technical assessment and summarize completion of each PBI for the period. The PTE maintains all file documentation and will ensure the contractor has established adequate procedures to prevent recurrence of any identified weaknesses.

b. Technical Lead

(1) Reviews the contractor's monthly Performance Schedule,

(2) Compiles and presents performance strengths and weaknesses to the contractor on a semi-annual basis,
(3) Serves as advisor to and coordinator for the PEB,
(4) Coordinates PTE evaluations,
(5) Complies information from Exhibit 3 Rating Criteria,
(6) Summarizes the PTE numerical ratings from Exhibit 4 Rating Summary Table,
(7) Selects an adjectival rating based upon PTE numerical rating and personal observations of performance,
(8) Compiles the PBI completion reports,
(9) Summarizes the contractors performance in a draft performance evaluation report,
(10) Notifies the PEB members, advisors, and the contractor of the date and time of the PEB meeting, and
(11) Presents the contractor performance information including (Exhibit 3, Exhibit 4, PBI status, draft PER, and the contractor's self-assessment) to the PEB.

c. **Performance Evaluation Board (PEB)**

(1) The PEB Chairperson will regularly meet with the contractor to discuss strengths and weaknesses in performing the contract to include Section C, Performance Work Statement and Section J, Attachment 24, Performance Schedule, allowing the contractor to implement corrective actions prior to the end of the performance period.

(2) The PEB Chairperson will establish dates, times, and location for the PEB meeting to ensure the evaluation is presented to the FDO within 45 days following the end of the evaluation period.

(3) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:

(a) Evaluations submitted by the Technical Lead including Exhibit 3, Exhibit 4, PBI status, draft PER, and the contractor's self-assessment.

(b) Information considered appropriate by the PEB.

(c) Contractor's written and/or oral critical self-assessment of performance.

(4) Using Exhibit 5, *Rating Summary Table*; each PEB member will individually document an adjective rating from Exhibit 2, *Award Fee Rating Table*, and provide supporting rationale. In addition, the PEB will arrive and document a consensus opinion using Exhibit 5.

(5) The PEB Chairperson will collect the PEB members' *Rating Summary Table*, Exhibit 5, and review them. If any PEB member's adjective rating is below "Satisfactory" and this rating is lower than the PTE corresponding adjective rating for that same area, appropriate

discussions with the member should be conducted to determine the member's rationale behind the rating. Lowering the adjective rating to below "Satisfactory" requires specific reasons and must be presented to the Chairperson.

(6) After review, the Chairperson prepare a cover letter to the FDO to transmit Exhibit 5 adjectival ratings, final PER, and PBI evaluations.

d. **Fee Determining Official (FDO)**

(1) The FDO approves PEB members.

(2) The FDO determines the final adjectival rating, PBI completion, and associated provisionally earned fee for the period.

(3) The FDO notifies the CO and signs the letter notifying the contractor of the award fee amount.

e. **Contracting Officer (CO)**

(1) The CO will prepare the letter for the FDO's signature notifying the contractor of the amount of award fee provisionally earned for the evaluation period. The letter will identify any specific areas of strengths and weaknesses in the contractor's performance as documented in the PER.

(2) The CO will unilaterally modify the contract to decrease the total value of the contract and award fee pool commensurate with the amount of the provisional fee unearned. The modification will be issued to the contractor within 15 days after the FDO evaluation. All fee not provisionally earned shall be forfeited and not available in subsequent evaluation periods.

(3) In accordance with HCA, Office of Environmental Management Directive, (EM HCA Directive 2.6, Dated June 11, 2012), the CO will post the following documents to the PPPO website: (a) one-page scorecard, (b) FDOs Award Fee Determination Letter, (c) final Performance Evaluation Report.

PERFORMANCE EVALUATION BOARD MEMBERS AND ADVISORS

Fee Determining Official:

Manager, PPPO Lexington	Robert E. Edwards (Acting)

Following are PEB members and advisors:

Portsmouth Site Director (Chairperson) [1]	Vince Adams
Deputy Manager, PPPO Lexington	(As Assigned)
Lead Procurement Official, PPPO Lexington	Robert Swett
*Contracting Officer	R. J. Bell
*Contract Officer	Marcella Wolfe
*Attorney Advisor	Laura Sawyer
Technical Lead	Joel B. Bradburne, Site Lead
Project Team Evaluators	*M. Judson Lilly, Federal Project Director
	Cid Voth, General Engineer
	Kristi Wiehle, Env. Protection Spec.
	Amy Lawson, Physical Scientist
	Matt Vick, Engineer/Scientist
	Dick Mayer, System Systems Oversight
	Greg Simonton, Program Analyst
	Johnny Reising, Program Manager
	Tom Hines, Nuclear Safety Oversight Lead
	Gary Bumgardner, Program Analyst
	Mark Allen, Security Specialist
	James Woods, Information Tech. Specialist
	Russell McCallister, QA Lead

*Advisors to PEB - Non-Voting Participants

[1] The PEB Chairperson may add, remove or replace PTEs throughout the contract period of performance, as appropriate.

Component 3 – Category of Performance (Subjective Evaluation Criteria)

AWARD FEE RATING TABLE		
ADJECTIVE RATING		**DEFINITION**
EXCELLENT	91%-100%	Contractor has exceeded all or almost all of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the contract and the award fee plan for the award fee evaluation period.
VERY GOOD	76%-90%	Contractor has exceeded many of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the contract and the award fee plan for the award fee evaluation period.
GOOD	51%-75%	Contractor has exceeded some of the significant award fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the contract and the award fee plan for the award fee evaluation period.
SATISFACTORY	No Greater Than 50%*	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the contract and the award fee plan for the award fee evaluation period.
UNSATISFACTORY	0%*	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the contract and the award fee plan for the award fee evaluation period.

*NOTE: For those elements receiving a score of 50 or below, no fee will be provisionally earned. Any fee not provisionally earned will be forfeited and not available in subsequent evaluation periods.

Component 3 – Category of Performance (Subjective Evaluation Criteria)

AWARD FEE CONVERSION CHART		
ADJECTIVE RATING	**EVALUATION POINTS (OVERALL WEIGHTED RESULT)**	**POSSIBLE PERCENTAGE OF AWARD FEE EARNED**
EXCELLENT	23-25	91 to 100%
VERY GOOD	19-22	76 to 90%
GOOD	14-18	51 to 75%
SATISFACTORY	8-13	No Greater Than 50%
UNSATISFACTORY	0-7	0%

CATEGORY OF PERFORMANCE (CP)	Relative Weightings of Fee by CP
1. Quality and Effectiveness Performing the DOE Mission and D&D to include Project Management	60%
2. Quality and Effectiveness in Performing ESH&Q & Regulatory	40%

CP Methodology:

1. PTE assigns rating (0-25) for each Category of Performance.
2. Multiply weighting percentage to each CP to arrive at weighted result.
3. Add weighted results together to arrive at overall weighted result.

Example: PTE Ratings-

1. Quality and Effectiveness in Performing the DOE Mission and D&D = 23
2. Quality and Effectiveness in Performing ESH&Q and Regulatory = 22

Weighted Result: (23 x 60%) + (22 x 40%) = 22.6 or 23
Adjective rating (Award Fee Conversion Chart) = Excellent
Rounding Rule: .5 and above is rounded up to the next whole number.

FDO Decision

The earned award fee amount indicated by the use of a conversion table or graph is a guide to the FDO. Use of the Award Fee Conversion Chart does not remove the element of judgment from the award fee process

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Other Established Performance Criteria**)**					
	RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	**EXCELLENT**	**VERY GOOD**	**GOOD**	**SATISFACTORY**	**UNSATISFACTORY**
(1) Performance of DOE Contract pursuant to DE-AC30-10CC40017 (60%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
The contractor shall demonstrate the ability to manage and perform the DOE Contract. Contractor performance shall be seamless, requiring little or no Government surveillance, intervention, corrective actions issued to the contractor, or extensions of contractor corrective action plans while maintaining maximum and effective communication with DOE and all interested parties. Performance of the contract (with the exception of health, safety, and regulatory compliance included in CP#2) will be evaluated in this section. The contractor will be evaluated on its ability to manage and perform all work identified in the Performance Work Statement (PWS)/Work Breakdown Structure (WBS), effectively and efficiently, completing scope in the CPB, managing and performing to Section J, Attachment 24, Performance Schedule and resolving issues at the lowest and most appropriate management level, including with and between site contractors and State and Federal Government entities. Pursuant to					

HCA Directive, "Mandatory PEMP Factor for CHRM," dated Sept 11, 2015, this evaluation will include effective contractor human resources management. **Performance of DOE Contract pursuant to DE-AC30-10CC40017 (60%) (continued)** Methods of Surveillance/Assessment: 1. The contractor will submit a self-assessment within five working days before the end of every six month evaluation period. This self-assessment will address both the strengths and weaknesses of the contractor's performance during the evaluation period by PWS/WBS paragraph by listing and describing specific occurrences, work processes, and/or accomplishments. Where deficiencies in performance are noted, the contractor shall describe the actions planned or taken to correct such deficiencies to avoid reoccurrences. 2. Any applicable stakeholder feedback (Non-DOE) available to DOE. 3. DOE's evaluation of the quality and effectiveness of the performance will include, but not be limited to: a. DOE Observations through PTE Assessments; b. Technical Lead through daily assessments.	

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Other Established Performance Criteria**)**					
	RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	**EXCELLENT**	**VERY GOOD**	**GOOD**	**SATISFACTORY**	**UNSATISFACTORY**
(2) ESH&Q and Regulatory Requirements (40%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA: The contractor shall demonstrate the ability to meet Environment, Safety, Health and Quality (ESH&Q) and Regulatory requirements while performing the DOE Contract (CP#1) scope. Contractor performance shall be seamless, requiring little or no Government surveillance, intervention, corrective actions issued to the contractor, or extensions of contractor corrective action plans while maintaining maximum and effective communication with DOE and all interested parties. While the actual performance of work scope are being evaluated in CP#1, the contractor's ability to perform regulatory requirements as well as the ability to complete performance within ESH&Q Category of Performance #2 shall include evaluation of the associated regulatory requirements and processes to complete performance.	NOTES ON STRENGTHS AND WEAKNESSES				

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Other Established Performance Criteria**)**					
	RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	**EXCELLENT**	**VERY GOOD**	**GOOD**	**SATISFACTORY**	**UNSATISFACTORY**
(2) ESH&Q and Regulatory Requirements (40%) (continued) Methods of Surveillance/Assessment: 1. The contractor will submit a self-assessment within five working days before the end of every six month evaluation period. This self-assessment shall address both the strengths and weaknesses of the contractor's performance during the evaluation period by paragraph by listing and describing specific occurrences and/or accomplishments. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies to avoid reoccurrences. 2. Any applicable stakeholder feedback (Non-DOE) available to DOE. 3. DOE's evaluation of the quality and effectiveness of the performance will include, but not be limited to: a. DOE Observations through PTE Assessments; b. Technical Lead through daily Assessments.					

RATING SUMMARY TABLE PTE RATINGS		
PTE'S CATEGORY OF PERFORMANCE RATING *Instructions: Each PTE Member assigns ratings (0-25 evaluation points) for the applicable Category of Performance in the spaces below & the Technical Lead select Adjective Rating.* *--PTE members are <u>not</u> obligated to score each category. PTE members may designate a category as "N/A" for any category not in their experience for the period.*	**Performance of DOE Contract pursuant to DE-AC30-10CC40017 (60%)**	**ESH&Q and Regulatory Requirements (40%)**
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
WEIGHTED RESULTS		
Signature and Rating of Technical Lead		
Technical Lead tabulates PTE ratings in the weighted results and then provides his/her own overall rating for presentation to PEB. Include comments here and also a fully documented written summary assessment.		

SUMMARY TABLE

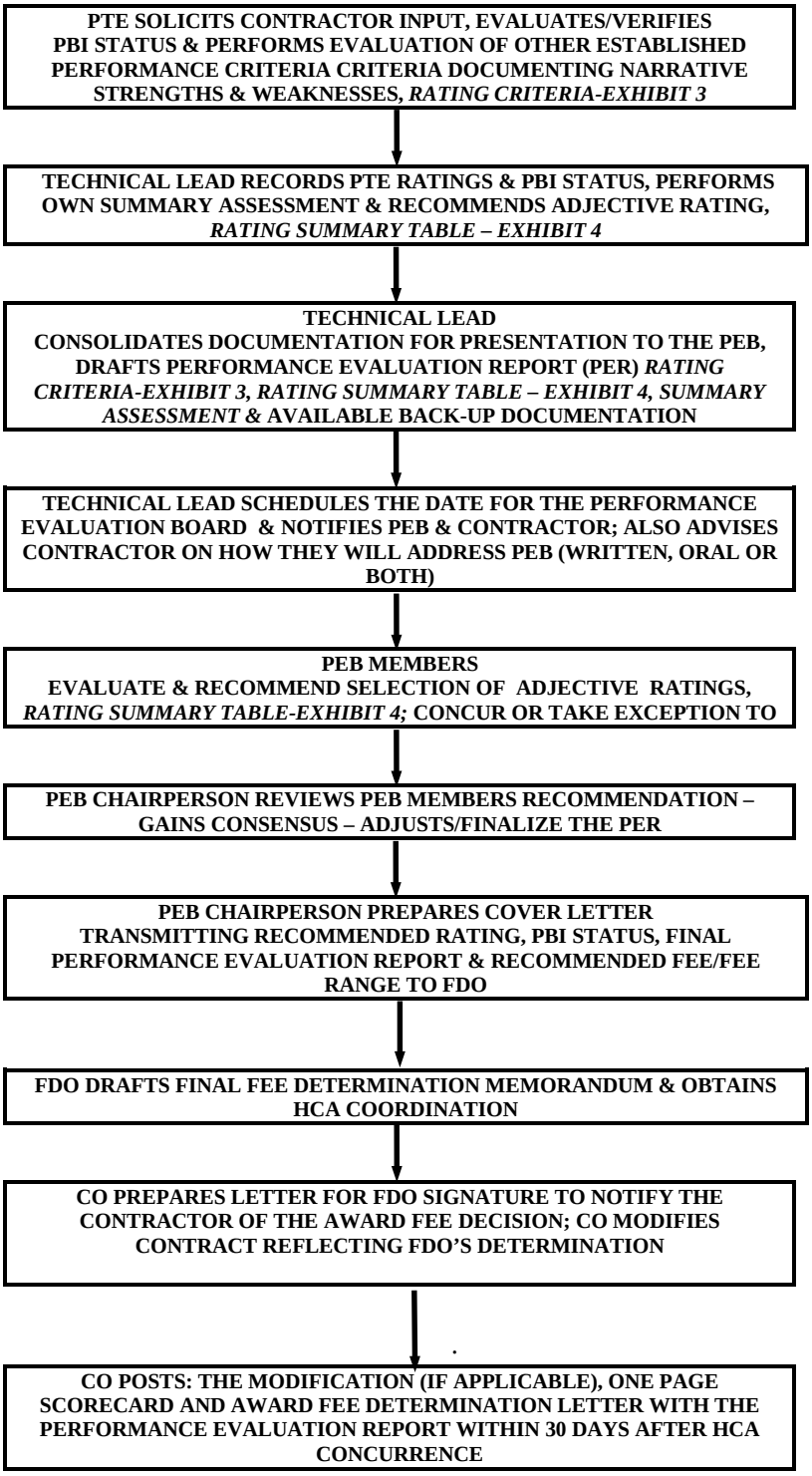
PEB EVALUATION AND SELECTION OF ADJECTIVE RATINGS *PEB Member Selects Adjective Rating*	**Performance of DOE Contract pursuant to DE-AC30-10CC40017 (60%)**	**ESH&Q and Regulatory Requirements (40%)**
Signature of PEB		
Signature of PEB		
Signature of PEB		
Technical Lead Summarizes -		

PEB Chairperson -- Adjectival Rating	**Adjectival Rating Recommendation and Basis of Recommendation**
Signature of PEB Chairperson ***Date***	

PEB Chairperson -- PBI Completion Status	**PBI Completion / Fee Recommendation and Basis of Recommendation**
Signature of PEB Chairperson *Date*	

Fee Determining Official (FDO)	**FDO Determination and Basis of Determination**
Signature of FDO *Date*	

AWARD FEE EVALUATION PROCESS



ATTACHMENT 20

Section J, Attachment 22, *Task Orders*

SECTION J ATTACHMENT 22

TASK ORDERS

Task Orders will be sequentially issued with four digit numbers and incorporated herein as attachments. All requirements applicable to the Task Order will be incorporated herein.

ATTACHMENT 21

Section J, Attachment 23, *Performance Based Incentives for D&D*

SECTION J – ATTACHMENT 23

PERFORMANCE BASED INCENTIVES (PBI) FOR D&D

Performance Based Incentives (PBI) for D&D

The Performance Evaluation and Measurement Plan (PEMP) contained in Section J, Attachment 21, details the administration of award fee evaluation including the process for evaluation of PBIs.

Section B.3 and B.4 documents the Total Available Award Fee Pool (TAAFP) and the 70% allocation to PBIs. The PBI weighting is included on the PBI Summary which when applied to the fee allocated to PBIs in the period provides the actual fee amount for each PBI. Modifications, if any to the fee pool, are then incorporated in Section B and the same weighting is applied to the PBIs. This document is incorporated by reference to the PEMP.

PBIs for the two 30 month option periods of performance (March 29, 2016 – September 30, 2018) and (October 1, 2018 – March 28, 2021) are established in the following tables:

Performance Based Incentives (PBIs) Summary

PBI	Title	100% Fee Date	90% Fee Date	70% Fee Date	FEE Weight %	CLIN	Proposed Date
Performance Period 1: March 29, 2016 - September 30, 2017							
1.1	Emergency Operations Center Upgrades [1]	TBD	TBD	TBD	TBD	3	TBD
1.2	Utility Interference and Optimization Study [1]	TBD	TBD	TBD	TBD	3	TBD
1.3	Selected X-333 Deactivation Scope [1]	TBD	TBD	TBD	TBD	3	TBD
1.4	X-326 Cold and Dark	30-Jun-17	30-Jul-17	30-Aug-17	40%	3	30-Jun-17
1.5.1	Complete All FY16B Emergent Repairs	30-Sep-16	N/A	N/A	12.5%	3	30-Sep-16
1.5.2	X-344 Barter Crane Upgrade Project Complete	25-Jan-17	25-Feb-17	25-Mar-17	5%	3	25-Jan-17
1.5.3	Complete All FY17 Emergent Repairs	30-Sep-17	N/A	N/A	12.5%	3	30-Sep-17
1.6.1	Disposition of selected UMC Disposal Lots Complete [1]	TBD	TBD	TBD	TBD	3	TBD
1.6.2	X-326 Waste and Accountable Materials Removal Complete	29-Sep-17	N/A	N/A	5%	3	29-Sep-17
1.7	Portsmouth Natural Uranium Cylinder Transfers	27-Sep-17	N/A	N/A	25%	3	27-Sep-17
1.8	Installation of Stabilization Operation for HEU Solids [1]	TBD	TBD	TBD	TBD	3	TBD
1.9	OSWDF Infrastructure Design complete [1]	TBD	TBD	TBD	TBD	8	TBD
1.10	Property Transfer and Footprint Reduction [1]	TBD	TBD	TBD	TBD	3	TBD
Performance Period 2: October 1, 2017 - September 30, 2018							
2.1	Utility Corridor Optimization for OSWDF/Process Buildings Demolition [1]	TBD	TBD	TBD	TBD	3	TBD
2.2	X-333 Deactivation Milestones[1]	TBD	TBD	TBD	TBD	3	TBD
2.3	X-326 Deactivation Waste and PGE Shipments	27-Sep-18	N/A	N/A	TBD	3	27-Sep-18
2.4	OSWDF Capital Project - 2 - Cell 4 Final CFC Design	29-Jun-18	29-Jul-18	29-Aug-18	TBD	8	29-Jun-18
2.5	OSWDF Cells 1 and North Leachate Transmission System Final CFC Design	28-Feb-18	28-Mar-18	28-Apr-18	TBD	8	28-Feb-18
2.6	Property Transfer and Footprint Reduction [1]	TBD	TBD	TBD	TBD	3	TBD
Performance Period 3: October 1, 2018 - September 30, 2019							
3.1	Units 33-2 and 33-1 Deactivation to Criticality Incredible In X-333 [1]	TBD	TBD	TBD	TBD	10	TBD

Performance Based Incentives (PBIs) Summary

3.2	Selected Balance of Plant Facility Demolition Projects	27-Dec-18	27-Jan-19	27-Feb-19	TBD	10	27-Dec-18
3.3	X-326 Bulk Asbestos and Ext. Transite Removal	12-Aug-19	12-Sep-19	N/A	TBD	10	12-Aug-19
3.4	OSWDF Cells 1, 4 and Impacted Material Haul Road (IMHR) Construction [1]	TBD	TBD	TBD	TBD	12	TBD
3.5	Property Transfer and Footprint Reduction [1]	TBD	TBD	TBD	TBD	10	TBD
Performance Period 4: October 1, 2019 - March 28, 2021							
4.1	X-740 Soil Excavation	10-Nov-20	10-Dec-20	10-Jan-21	TBD	10	10-Nov-20
4.2	All Activities Necessary to Deactivate X-333 to Crit. Incredible and Cold & Dark [1]	TBD	TBD	TBD	TBD	10	TBD
4.3	X-326 Building Demolition	25-Mar-21	N/A	N/A	TBD	10	25-Mar-21
4.4	Initiate OSWDF Operations Including Protective Layer and Debris Placement	3-Jun-20	3-Jul-20	3-Aug-20	TBD	12	3-Jun-20
4.5	All Construction and Turnover to Operations OSWDF Cells 4 and 5	2-Nov-20	2-Dec-20	2-Jan-21	TBD	12	2-Nov-20
4.6	Property Transfer and Footprint Reduction [1]	TBD	TBD	TBD	TBD	10	TBD

[1] PBIs annotated as *required upon incorporation into contract*. Work scope is identified here and in Section B.9 as work to be added based on DOE priorities and funding.

PBI COMPLETION CRITERIA

Performance Period 1: March 29, 2016 – September 30, 2017

PBI 1.1	Emergency Operations Center Upgrades	
EM.PO.04.03.01.05 Balance of Plan S&M	PWS: C.2.9.46	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
None	

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Emergency Operations Center Upgrades Completion*(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the Emergency Operations Center Upgrades on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the Contractor shall modernize and renovate the X-1020, Emergency Operations Center (EOC) including the following:

1. Install/upgrade CPUs, software, servers and printers
2. Upgrade the electrical and lighting systems
3. Upgrade the back-up power supply system
4. Perform facility repairs, including replacing damaged ceiling tiles and flooring
5. Install video walls and smartboards (as specified)
6. Procure and install new conference tables and chairs

The contractor shall relocate the Alternate EOC and upgrade the Alternate EOC/Joint Information Center (JIC) including the following:

1. Install/upgrade CPUs, software, servers and printers
2. Install/upgrade the Wi-Fi system
3. Install a back-up generator
4. Complete physical modifications (including. demolition, construction, fiber optic, installation/modifications)
5. Install additional phone lines (as needed)
6. Install video walls and smartboards (as specified)
7. Procure and install new conference tables and chairs

Finally, the Contractor shall evaluate the use of an alternate emergency notification method to the current use of pagers procure and implement WebEOC™ (or an approved equivalent computerized information management system) including training to augment communication between the Portsmouth Site EOC, PPPO Portsmouth, PPPO Lexington, and DOE HQ.

Likewise, the Contractor shall modernize and renovate the X-1020, Emergency Operations Center (EOC) including as a minimum the following:

1. Repair/replace the leaking roof
2. Repair/upgrade the HVAC systems

PBI COMPLETION CRITERIA

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.2	**Utility Interference and Optimization Study**	
EM.PO.01.03.06.01 Utilities	PWS: C.2.9.1	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
None	

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Utility Interference and Optimization Study Complete *(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the Utility Corridor Optimization and Interference Study, including the storm water system, the 13.8 kV system, the high pressure fire water system, and the sanitary water system on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

The Contractor shall provide an evaluation of all utilities, systems, and infrastructure impacted by the construction and operation of a potential Impacted Material Haul Road (IMHR) and the X-326 D&D project. The contractor must also provide an alternatives analysis that examines different options including onsite rail or other waste transportation that might not require a haul road to be constructed for X-326 debris placement into the OSWDF.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.3	**Selected X-333 Deactivation Scope**	
EM.PO.04.01.01.02 X-333 Deactivation *(Required upon incorporation into contract)*	PWS: C.2.9.21	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-333 Submit to DOE for Approval - TFHA (system impairment repair decision) *(Required upon incorporation into contract)*	04-May-16
X-333 Deactivation Support Area Approach Submitted to DOE *(Required upon incorporation into contract)*	01-Jun-16
X-333 Submit to DOE CCIPP *(Required upon incorporation into contract)*	29-Jul-16
X-333 Deactivation Support Area 30% Design Complete *(Required upon incorporation into contract)*	30-Sep-16

X-333 Initial Fire Protection System Operational for Unit 33-3*(Required upon incorporation into contract)*	01-Dec-16
X-333 Deactivation Support Area Design Complete*(Required upon incorporation into contract)*	01-Dec-16
X-333 Cell Prep Complete Unit 33-3*(Required upon incorporation into contract)*	30-Dec-16
X-333 NDA Measurement Systems meeting QSNDA Requirements Deployed to the Field*(Required upon incorporation into contract)*	01-Feb-17
X-333 Initial 4 Cells Cleared - Unit 33-3*(Required upon incorporation into contract)*	28-Feb-17
X-333 Deactivation Support Area Site Prep Complete*(Required upon incorporation into contract)*	03-Apr-17
X-333 Fire Protection System Operational*(Required upon incorporation into contract)*	03-May-17
X-333 Complete Assay Sampling Units 33-1, 33-2, 33-3*(Required upon incorporation into contract)*	30-Jun-17
X-333 CI Criteria Submitted to DOE*(Required upon incorporation into contract)*	28-Jul-17

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-333 Deactivation -- Period 1 Scope *(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by clearing all process gas equipment and piping and completing preparations to the Deactivation Support Area in unit 33-3 in the X-333 building on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. Cell housings panels and bypass housing have been removed as necessary to provide access, to characterize unit 33-3 (4 cells) where deactivation support area is to be constructed.
2. Chemical and radiological exterior and intrusive sampling has been performed compressors, converters, interior cell piping, expansion joints and valves have been characterized to support RD/RA Work Plans, criticality analyses, waste packaging, transportation, Waste Acceptance Criteria (WAC) development and attainment plans for 33-3 (4 cells).
3. NDA measurements made and NDA data reports issued as necessary by a DOE approved QSNDA system and stored in an approved criticality incredible data management system (CIDMS) for 33-3 (4 cells).
4. All process gas equipment (PGE) i.e. converters, compressors, instrument lines, intra-cell piping, valves and inter-cell piping, valves have been removed from unit 33-3 (4 cells).
5. Auxiliary system components and auxiliary system piping and valves, seal exhaust piping, stage control and miscellaneous instrument lines and instrumentation have been characterized for 33-3 (4 cells).
6. A criticality incredible plan has been developed and approved for X-333 unit 33-3 (4 cells). Nuclear Criticality Safety Evaluation (NCSE) complete, demonstrating that with no reliance on any Nuclear Criticality Safety (NCS) controls the facility will have a quantitative probability of a nuclear accident of less than one chance million per year.

7. Fire detection system installed and operable in the deactivation support area.

All deactivation support area site construction complete and ready to be turned over to deactivation support area operations.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.4	**X-326 Cold and Dark**	
EM.PO.04.01.03.02 X-326 Deactivation	PWS: C.2.9.32	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-326 Transitional Fire Hazards Analysis (pre-Cold/Dark determination)	30-Sep-16
X-326 Cell Floor CI - Unit 25-4	01-Nov-16
X-326 Cell Floor CI - Unit 25-5	01-Nov-16
X-326 Cell Floor CI - Unit 25-3	08-Nov-16
X-326 Cell Floor CI - Unit 27-3	14-Nov-16
X-326 Cell Floor CI - Unit 25-2	15-Nov-16
X-326 Cell Floor CI - Unit 25-6	17-Nov-16
X-326 Cell Floor CI - Unit 25-1	22-Nov-16
X-326 Cell Floor CI - Unit 27-2	07-Dec-16
X-326 Ops Floor CI - Unit 25-2	05-Jan-17
X-326 Ops Floor CI - Unit 25-5	19-Jan-17
X-326 Cell Floor CI - Unit 27-1	08-Feb-17
X-326 Ops Floor CI - Unit 25-4	16-Feb-17
X-326 Cell Floor CI - Unit 25-7	27-Feb-17
X-326 Ops Floor CI - Unit 27-3	28-Feb-17
X-326 Ops Floor CI - Unit 27-1	16-Mar-17
X-326 Ops Floor CI - Unit 27-2	16-Mar-17
X-326 Ops Floor CI - Unit 25-3	22-Mar-17
X-326 Ops Floor CI - Unit 25-1	23-Mar-17
X-326 Ops Floor CI - Unit 25-6	30-Mar-17
X-326 Ops Floor CI - Unit 25-7	09-May-17
X-326 Cell Floor Criticality Incredible	11-May-17
X-326 Operations Floor Criticality Incredible	18-May-17
X-326 Criticality Incredible Documentation Complete	20-May-17

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-326 Cold and Dark	30-Jun-17	30-Jul-17	30-Aug-17

Completion Criteria Description:

PBI COMPLETION CRITERIA

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing X-326 deactivation through confirmation of Cold and Dark status, ready for demolition on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. Complete transitional fire hazard analysis.
2. Complete characterization of piping in the cell, wing and unit heated bypass housings on the cell floor.
3. Auxiliary systems characterized and removed as necessary in accordance with the boundary definitions as specified in the October 24, 2013, DRAFT of the X-326 Auxiliary Process Gas Systems Deactivation Plan.
4. RCRA material that was not dispositioned relocated.
5. Accountable material relocated from the X-326.
6. Nuclear Criticality Safety Evaluation (NCSE) complete, demonstrating that with no reliance on any Nuclear Criticality Safety (NCS) controls the X-326 facility will have a qualitative probability of a nuclear accident of less than one chance in a million per year.
7. Final building system, structure, and component isolation complete, X-326 facility is ready for demolition.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.5	**Selected Repair/Maintenance Projects**	
EM.PO.04.03.01.05 BOP Facilities S&M	PWS: C.2.9.46	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
FY16B Emergent Maintenance Projects	30-Sep-16
Replacement/Repairs of X-344 Barter Crane Upgrade Project Complete	25-Jan-17
FY17 Emergent Maintenance Projects*(Required upon incorporation into contract)*	30-Sep-17

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Complete All FY16B Emergent Repairs (PBI 1.5.1)	30-Sep-16	N/A	N/A
X-344 Barter Crane Upgrade Project Complete (PBI 1.5.2)	25-Jan-17	25-Feb-17	25-Mar-17
Complete All FY17 Emergent Repairs (PBI 1.5.3)	30-Sep-17	N/A	N/A

Completion Criteria Description:

For PBI the fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the selected repair projects on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion of PBI 1.5.1,

1. The X-640-2 leaks including the leak on the standpipe that has resulted in draining the tank are repaired and the tank returned to service
2. The X-720 roof and X-744G roof for the north and south fire valve houses and the cupola are to be repaired eliminating leaks in those roofs
3. The X-344 air conditioner unit serving the lunch room, west locker area and some offices is to be replaced and placed in service.

To be verified for completion of PBI 1.5.2,

1. A planning package, engineering specifications, and engineering design changes required for each crane covered under this PWS, provided by documented qualified personnel.
2. A deficiency report for each crane, stating compliance issues identified with applicable OSHA, ASME, and procedural requirements.
3. Upon completion of upgrades, a certification report that each crane meets applicable OSHA, ASME standards and procedural requirements.
4. As-built drawings received.
5. Revised operations procedures/instructions.
6. Training completed on proper use and maintenance of the new equipment.
7. FBP certification that all construction debris is disposed off-site, project demobilization is complete, and all site restoration activities are complete.

To be verified for the completion of PBI 1.5.3,

1. The X-611 transformer is to be replaced
2. The X-1007 Overheads are to be replaced
3. The seven plume extraction well is to be upgraded
4. PLC upgrades are to be completed at X-622/X-623

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.6	**X-326 RCRA and Accountable Material Disposition and Selected UMC Shipments**	
EM.PO.05.01.02.02 Waste Management Operations EM.PO.05.02.01.01 Uranium Disposition Disposal Lots	PWS: C.2.9.51 C.2.9.64	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Disposition of Lot 11A2B Complete	31-Mar-17
Disposition of Lot 13B2 Complete*(Required upon incorporation into contract)*	29-Jul-17
X-326 Removal of RCRA Waste Complete	10-Jul-17
X-326 Accountable Material Relocation Complete	13-Sep-17
X-326 Secondary, LLW & MLLW Shipped Off-Site for Disposition	29-Sep-17

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Disposition of selected UMC Disposal Lots Complete (PBI 1.6.1) *(Required upon incorporation into contract)*	TBD	TBD	TBD

X-326 Waste and Accountable Materials Removal Complete (PBI 1.6.2)	29-Sep-17	N/A	N/A

Completion Criteria Description:

The fee associated with completion of PBI 1.6.2 may be earned according to the percentages in the above table by completing the relocation or disposal of all accountable, RCRA, LLW, and MLLW from X-326 in support of deactivation on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, FBP will provide documentation to DOE for review and verification that demonstrates the X-326 generated waste and accountable material has been either shipped off site for disposal or show that the material is stored in an approved location on site while final disposition is planned. Below are the requirements by material/waste type:

1. X-326 RCRA waste must be dispositioned 100% complete to appropriate disposal facility.
2. X-326 Mixed Waste (MW) must be shipped off site for disposal to appropriate disposal facility. The only exception will be a small volume of high gram waste that will require available gram windows at the disposal facility. Documentation will be required to show why the waste could not be dispositioned.
3. X-326 Low Level Waste (LLW) that is not planned for disposal in the OSWDF must be shipped off site. Any LLW that remains in the X-326 must meet the OSWDF WAC Criteria and documentation will be required to verify the evaluation has been completed for this waste.
4. X-326 Accountable material that is declared waste by DOE will be evaluated for disposal, , and placed into compliant storage or disposed of at appropriate disposal facility per that evaluation.

The FBP project team will also walk down of the X-326 facility with DOE to verify all waste, which will not be dispositioned with the building and disposed of in the OSWDF, has been removed.

The fee associated with completion of PBI 1.6.1 may be earned according to the percentages in the above table by completing the offsite disposition of the four Uranium Management Center Disposal Lots mentioned above on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall complete the activities necessary for off-site transportation and disposal of 14 drums of Lot 3A, 393 drums of Lot 11A2b, 57 drums of Lot 13B2, and 99 containers of GDP Scrap Material from the X-744G Uranium Management Center.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.7	**Portsmouth Natural Uranium Cylinder Transfers**	
EM.PO.05.02.01.03 Large Cylinder Projects	PWS: C.2.9.66	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Portsmouth Natural Uranium Cylinder Transfers Complete	27-Sep-17

PBI COMPLETION CRITERIA

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Portsmouth Natural Uranium Cylinder Transfers Complete	27-Sep-17	N/A	N/A

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing uranium transfers associated with the Portsmouth Natural Uranium Large Cylinder populations on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall complete cylinder transfers (from thin-walled to thick walled) of all Portsmouth material to include but not be limited to processed and unprocessed (including Type II) and unprocessed deposit removal cylinders. This criteria excludes the processing of heel cylinders.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.8	**Installation of Stabilization Operation for HEU Solids**	
EM.PO.05.02.01.05 Nuclear Operations and Programs	PWS: C.2.9.68	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
None	

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Installation of Stabilization Operation for HEU Solids Complete *(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the installation of a facility for an HEU solidification process on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall complete waste recipe, waste profile, engineering design, and the installation of the stabilization operation for HEU solids which will be verified by submittal and acceptance of startup verification test.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.9	**All OSWDF Infrastructure Final Design, Certified for Construction**	
EM.PO.07.01.02.02 OSWDF Design	PWS: C.2.9.127	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
CFC Design for IMHR/IMTA Complete*(Required upon incorporation into contract)*	30-Jun-17
OSWDF Leachate Treatment System - Final Design Complete*(Required upon incorporation into contract)*	30-Jun-17
CFC Design OSWDF Infrastructure Complete*(Required upon incorporation into contract)*	30-Sep-17

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
OSWDF Infrastructure Design Complete*(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the OSWDF Infrastructure Design including certified for construction (CFC) drawings on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, all documentation required for permitting, certification-for construction, testing, and construction of the Impacted Material Haul Road (IMHR). This includes, but is not limited to, detailed design drawings, technical specifications, and support plans (as needed) allowing for the construction of the IMHR, removal/relocation of existing structures/utilities, IMHR surface water management systems, fencing and gates, adjacent staging areas, and pedestrian walkways.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 1.10	**Property Transfer and Footprint Reduction**	
EM.PO.IN.01.50.04 Property Transfer	PWS: C.2.9.154	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Complete Property Transfer and Footprint Reduction Activities*(Required upon incorporation into contract)*	30-Sep-17

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Complete property assessment for transfer purposes, including environmental assessment and radiological survey, and create parcel map of PORTS reservation*(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the site wide radiological survey to support ongoing site property transfers on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall perform all work necessary to complete and achieve DOE approval of a site wide assessment for property transfer, including an environmental assessment and a

radiological survey. In addition, the contractor shall perform work necessary to complete and achieve DOE approval of a map that shows the PORTS reservation broken into individual parcels for transfer with a recommended sequence. To meet the PBI, these activities should be completed no later than September 30, 2017. If these are activities are completed on or before May 31, 2017, the contractor shall be awarded with 100% of the fee.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI COMPLETION CRITERIA

Performance Period 2: October 1, 2017 - September 30, 2018

PBI 2.1	Utility Corridor Optimization for OSWDF/Process Buildings Demolition	
EM.PO.01.03.06.01 Utilities	PWS: C.2.9.1	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Storm Water System Optimization Complete*(Required upon incorporation into contract)*	01-May-18
13.8 kV System Optimization Complete*(Required upon incorporation into contract)*	01-Jul-18
HPFW System Optimization Complete *(Required upon incorporation into contract)*	01-Aug-18
Sanitary Water System Optimization Complete*(Required upon incorporation into contract)*	30-Aug-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
OSWDF/Process Building Utility Corridor Optimization - Construction Complete*(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the construction required to eliminate IMHR interferences and optimize the utility systems to sustain the utility systems. Utility Corridor Optimization and Interference construction, including the storm water system, 13.8 kV system, high-pressure fire water system, and the sanitary water system on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the construction activities necessary to eliminate IMHR interferences and to optimize the systems for sustainment are verified to be complete. It is recognized that the activities to eliminate certain interferences may be more appropriately completed in conjunction with IMHR construction and the Department will allow such scheduling if it does not delay IMHR completion.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 2.2	Selected X-333 Deactivation Milestones	
EM.PO.04.01.01.02 X-333 Deactivation	PWS: C.2.9.21	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-333 Deactivation Support Area Readiness and Startup Review Complete*(Required upon incorporation into contract)*	15-Dec-17
X-333 Deactivation Support Area Handoff to Operations Complete*(Required upon incorporation into contract)*	15-Jan-18
X-333 Cell Prep Complete Unit 33-2*(Required upon incorporation into contract)*	30-Jan-18
X-333 Complete NDA of X-333 Entire Building*(Required upon incorporation into contract)*	28-Mar-18

X-333 Components Removed (Remaining 6 Cells) - Cell Floor CI - Unit 33-3*(Required upon incorporation into contract)*	29-Jun-18
X-333 Cell Prep Complete Unit 33-1*(Required upon incorporation into contract)*	29-Jun-18
X-333 Ops Floor CI - Unit 33-3*(Required upon incorporation into contract)*	29-Jun-18
X-333 Components Removed - Cell Floor CI - Unit 33-2*(Required upon incorporation into contract)*	30-Aug-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-333 Deactivation Performance Period 2 Scope Deliverables*(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the construction, readiness assessment, and turnover to operations of the X-333 Deactivation Support area, all X-333 NDA characterization, and remove all equipment from the remaining 6 cells in Unit 33-3 on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. Deactivation support area operational readiness assessment complete.
2. Cell housings panels and bypass housing have been removed as necessary to provide access, to characterize unit and 33-3 (remaining 6 cells).
3. Chemical and radiological exterior and intrusive sampling has been performed compressors, converters, interior cell piping, expansion joints and valves have been characterized to support RD/RA Work Plans, criticality analyses, waste packaging, transportation, Waste Acceptance Criteria (WAC) development and attainment plans for unit 33-3 (remaining 6 cells).
4. All process gas equipment (PGE) i.e. converters, compressors, instrument lines, intra-cell piping, valves and inter-cell piping, valves have been removed from unit and 33-3 (remaining 6 cells).
5. NDA measurements made and NDA data reports issued as necessary by a DOE approved QSNDA system and stored in an approved criticality incredible data management system (CIDMS) for the X-333 facility, including auxiliary systems and Low Assay Withdrawal (LAW).

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 2.3	**All X-326 Deactivation Waste Shipments**	
EM.PO.05.01.02.02 Waste Management Operations	PWS: C.2.9.51	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-326 PGE Waste Shipments Complete	30-Mar-18
Disposition of All X-326 Deactivation DFFO Waste Complete	27-Sep-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-326 Deactivation Waste and PGE Shipments Complete	27-Sep-18	N/A	N/A

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the removal offsite disposition of all wastes generated from X-326 deactivation which cannot be placed in the OSWDF on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. FBP will provide documentation to DOE for review and verification that demonstrates all X-326 generated waste or PGE has either been shipped off-site for disposal or provide documentation for any remaining X-326 waste meets the OSWDF WAC for radiological criteria and prohibited item list.
2. FBP with DOE will perform a walk down of the X-326 facility to verify all remaining waste in the building can be dispositioned in the OSWDF.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 2.4	**OSWDF Capital Project - 2 - Cells 4 Final CFC Design**	
EM.PO.05.06.01.01 OSWDF Cell 4	PWS: C.2.9.70	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
OSWDF Cells 4 Final CFC Design Complete	29-Jun-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
OSWDF Cells 4 Final CFC Design Complete	29-Jun-18	29-Jul-18	29-Aug-18

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing liner design for the OSWDF liner 4 (Capital Assets Project 2) including certified for construction (CFC) drawings on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, completion of certified-for-construction (CFC) design documents to support construction of OSWDF Cell 4 as part of Capital Asset Project - 2. This includes, but is not limited to, providing approved design documentation necessary for permitting, construction, testing, readiness to operate, and turnover to operations, thus meeting the requirements of final design, as defined by DOE O 413.3B. These designs shall support construction of OSWDF Cell 4, Valve House 4, and Cell 4 Monitoring Wells.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI COMPLETION CRITERIA

PBI 2.5	**OSWDF Cells 1 and North Leachate Transmission System Final CFC Design**	
EM.PO.07.01.02.02 OSWDF Capital Project 1 - Cell 1 and Infrastructure Design	PWS: C.2.9.127	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
CFC Design OSWDF Cell 1 and North LTS Complete	28-Feb-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
CFC Design OSWDF Cell 1 and North LTS Complete	28-Feb-18	28-Mar-18	28-Apr-18

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing liner and leachate transmission system design for the OSWDF liner 1 (and North LTS) including certified for construction (CFC) drawings on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, certified-for-construction (CFC) design documents and engineering management for the Cell Liner 1, North LTS, Valve House 1, and OSWDF Cell 1 Monitoring Wells as part of Capital Asset Project 1.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 2.6	**Property Transfer and Footprint Reduction**	
EM.PO.IN.01.50.04 Property Transfer	PWS: C.2.9.154	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Complete Property Transfer Activities*(Required upon incorporation into contract)*	30-Sep-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Increase total amount of PORTS reservation property available for transfer to 5% (cumulative) *(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all activities required to complete a discreet property transfer on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall complete all work necessary to prepare at least 5% of the Portsmouth reservation (at least 189 cumulative acres) for lease and/or transfer no later than March 31, 2018. If this PBI is achieved by November 30, 2017, the contractor shall be awarded 100% of the fee. This work includes, but is not limited to, a Sampling and Analysis Plan (if required) and all associated activities required for each

parcel; coordination of any necessary contracting for specialty services related to property characterization for each parcel; an Environmental Baseline Survey and all associated activities for each parcel; and communications with site personnel, PPPO personnel, DOE-HQ, the Office of Environmental Management Consolidated Business Center (EMCBC), the Ohio EPA, and other federal or state agencies that play a role in the transfer of each parcel. The 5% total can be achieved with a single transfer or multiple transfers. Property made available for lease/transfer that goes beyond the 5% required in this PBI can be counted toward other PBIs that call for higher percentages of property to be made available for lease/transfer. For example, if the contractor makes 400 acres available for transfer in this period, it would meet the 5% PBI and the 10% PBI because the total acreage is cumulative. Property already made available for lease/transfer before the property transfer PBIs is allowed to be counted toward the cumulative total.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI COMPLETION CRITERIA

Performance Period 3: October 1, 2018 - September 30, 2019

PBI 3.1	Units 33-2 and 33-1 Deactivation to Criticality Incredible In X-333	
EM.PO.04.01.01.02 X-333 Deactivation	PWS: C.2.10.21	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-333 Ops Floor CI - Unit 33-2*(Required upon incorporation into contract)*	30-Oct-18
X-333 Cell Prep Complete Unit 33-4*(Required upon incorporation into contract)*	30-Nov-18
X-333 Unit 33-2 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	30-Nov-18
X-333 Components Removed - Cell Floor CI - Unit 33-1*(Required upon incorporation into contract)*	31-Dec-18
X-333 Ops Floor CI - Unit 33-1*(Required upon incorporation into contract)*	28-Feb-19
X-333 Unit 33-1 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	29-Mar-19
X-333 Components Removed - Cell Floor CI - Unit 33-4*(Required upon incorporation into contract)*	29-Jul-19
X-333 Cell Prep Complete Unit 33-5*(Required upon incorporation into contract)*	29-Jul-19
X-333 Ops Floor CI - Unit 33-4*(Required upon incorporation into contract)*	30-Sep-19

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-333 Deactivation Period 3 Scope Deliverables	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the deactivation, equipment removal and auxiliary systems deactivation to criticality incredible for Units 33-2 and 33-1 in the X-333 process building on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. Cell housings panels and bypass housing have been removed as necessary to provide access, to characterize units 33-1 and 33-2.
2. Chemical and radiological exterior and intrusive sampling has been performed compressors, converters, interior cell piping, expansion joints and valves have been characterized to support RD/RA Work Plans, criticality analyses, waste packaging, transportation, Waste Acceptance Criteria (WAC) development and attainment plans for units 33-1 and 33-2.
3. NDA measurements complete and NDA data reports issued as necessary by a DOE approved QSNDA system and stored in an approved criticality incredible data management system (CIDMS) form units 33-1 and 33-2.
4. All process gas equipment (PGE) i.e. converters, compressors, instrument lines, intra-cell piping, valves and inter-cell piping, valves have been removed as necessary from units 33-1 and 33-2.
5. Auxiliary system components and auxiliary system piping and valves, seal exhaust piping, stage control and miscellaneous instrument lines and instrumentation have been characterized and removed as necessary.

6. (NCS) controls the facility will have a qualitative probability of a nuclear accident of less than one chance million per year.

Criticality Incredible has been declared and approved for X-333 units 33-1 and 33-2.Nuclear Criticality Safety Evaluation (NCSE) complete, demonstrating that with no reliance on any Nuclear Criticality Safety

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 3.2	**Selected Balance of Plant Facility Demolition Projects**	
EM.PO.04.02.01.03 Balance of Plant Facility Demolition	PWS: C.2.10.41	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-109A - Facility Demolition Complete	17-Oct-18
X-701E - Facility Demolition Complete	21-Nov-18
X-108L - Facility Demolition Complete	27-Dec-18

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
BOP Demolitions (X-109A, X-701E, and X-108L) Complete	27-Dec-18	27-Jan-19	27-Feb-19

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the demolition of the four (4) selected BOP facilities on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion of each of the four (4) selected BOP facilities, the removal of all above grade structures and utilities to the slab level, all waste prepared and containerized as if for disposal in the OSWDF and staged under Waste Management direction. Applicable As-Built drawings completed.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 3.3	**X-326 Bulk Asbestos Removal and Ext. Transite Removal**	
EM.PO.04.04.01.01 X-326 Demolition Project	PWS: C.2.10.48	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-326 Bulk ACM Removal Complete	7-May-19
X-326 Ext Transite Removal Complete	12-Aug-19

PBI COMPLETION CRITERIA

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-326 Bulk ACM and Exterior Transite Removal Complete	12-Aug-19	12-Sep-19	N/A

Completion Criteria Description:
The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the removal of all bulk asbestos containing material (ACM) as well as the removal of all exterior transite from X-326 on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. All required bulk asbestos containing material (ACM) has been removed from the X-326 facility, with the exception of OEPA authorized exemptions.
2. All exterior transite has been removed from the facility and X-326 is demolition ready.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 3.4	**OSWDF Cells 1 and 4 Construction and OSWDF Impacted Material Haul Road (IMHR) Construction**	
EM.PO.07.01.03.03 Cell 1 OSWDF Construction EM.PO.05.06.01.02 Cell 4 OSWDF Construction EM.PO.07.01.03.04 IMHR OSWDF Construction*(Required upon incorporation into contract)*	PWS: C.2.10.130 C.2.10.71 C.2.10.131	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
OSWDF Cell 4 Construction Complete	5-Nov-19
OSWDF Cell 1 Construction Complete	13-Nov-19
IMHR and North Haul Road Construction Complete *(Required upon incorporation into contract)*	31-Jul-19
IMHR and North Haul Road and Support Facilities Turnover to Operations *(Required upon incorporation into contract)*	30-Aug-19

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
OSWDF Cells 1, 4, and IMTA Construction Complete	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the construction of OSWDF Cell Liners 1, 4, and the Impacted Material Haul Road and Impacted Material Transfer Area on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

PBI COMPLETION CRITERIA

To be verified for completion, complete construction of the OSWDF Cell 1and Cell 4 Liners, the Impacted Material Transfer Area (IMTA), and associated groundwater monitoring wells. This work shall include the North LTS, from Valve House 1 to the North Lift Station, and the OSWDF ILTS, including the valve, control, air-relief, and control manholes 2&3. The contractor shall also complete installation of the necessary piping from OSWDF Lift Station to the ILTS and from the ILTS to the discharge point and in accordance with DOE approved construction drawings, technical specifications, and support plans. The contractor shall complete all excavation, trenching, grading, placement of aggregate material, construction, geosynthetic liner installation, electrical work, and pipe work associated with Cells 4 and 5 and the IMTA. The Contractor shall complete Construction of a portion of the South LTS where it passes beneath the Impacted Material Transfer Area (IMTA) Haul Road within the OSWDF cell(s) boundary from stations 34+00 - 40+23.60. The Contractor shall complete site preparation for the OSWDF Cell 4 Liner and Valve House 4.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 3.5	**Property Transfer and Footprint Reduction**	
EM.PO.IN.01.50.04 Property Transfer	PWS: C.2.9.154	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Complete Property Transfer Activities*(Required upon incorporation into contract)*	30-Sep-19

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Increase total amount of PORTS reservation property available for transfer to 10% (cumulative) *(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all activities required to complete a discreet property transfer on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall complete all work necessary to prepare at least 10% of the Portsmouth reservation (at least 378 cumulative acres) for lease and/or transfer no later than September 30, 2019. If this PBI is achieved by May 31, 2019, the contractor shall be awarded 100% of the fee. This work includes, but is not limited to, a Sampling and Analysis Plan (if required) and all associated activities required for each parcel; coordination of any necessary contracting for specialty services related to property characterization for each parcel; an Environmental Baseline Survey and all associated activities for each parcel; and communications with site personnel, PPPO personnel, DOE-HQ, the Office of Environmental Management Consolidated Business Center (EMCBC), the Ohio EPA, and other federal or state agencies that play a role in the transfer of each parcel. The 5% total can be achieved with a single transfer or multiple transfers. Property made available for lease/transfer that goes beyond the 10% required in this PBI can be counted toward other PBIs that call for higher percentages of property to be made available for lease/transfer. For example, if the contractor makes 575 acres available for transfer in this period, it would

meet the 10% PBI and the 15% PBI because the total acreage is cumulative. Property already made available for lease/transfer before the property transfer PBIs is allowed to be counted toward the cumulative total.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI COMPLETION CRITERIA

Performance Period 4: October 1, 2019 – March 28, 2021

PBI 4.1	X-740 Soil Excavation	
EM.PO.03.01.01.03 Soil Remediation	PWS: C.2.10.17	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-740 and X-701B Soil Excavation	10-Nov-20

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Soil Excavation for X-740 and X-701B to Support X-326 Waste Placement (~30%) Complete	10-Nov-20	10-Dec-20	10-Jan-21

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing the X-740 plume excavation and initiation of the X-701B plume excavation on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, Soil remediation encompasses initiation and continuation of X-701B Engineered Fill Excavation and completion of X-740 Engineered Fill Excavation sufficient to support placement of 30% of the X-326 demolition debris.

The contractor shall perform soil excavation activities, consistent with the Record of Decision (ROD) for the Site-Wide Waste Disposition Evaluation Project. Contaminated soils associated with groundwater plume/source areas and former landfills will be excavated and used as a source of engineered fill for the OSWDF.

The soil and groundwater in the excavated areas shall be mitigated to meet monitored natural attenuation (MNA). The excavation of plume sources and contaminated soils shall be sufficient to result in groundwater contamination conditions as approved in the Engineered Fill Excavation Work Plans, so the residual contamination levels will be suitable for Monitored Natural Attenuation.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 4.2	All Activities Necessary to Deactivate X-333 to Crit. Incredible and Cold & Dark	
EM.PO.04.01.01.02 X-333 Deactivation	PWS: C.2.10.21	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
X-333 Unit 33-4 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	30-Oct-19

X-333 Components Removed - Cell Floor CI - Unit 33-5*(Required upon incorporation into contract)*	28-Feb-20
X-333 Cell Prep Complete Unit 33-6*(Required upon incorporation into contract)*	28-Feb-20
X-333 Start X-333 Bulk ACM Removal*(Required upon incorporation into contract)*	25-Mar-20
X-333 Ops Floor CI - Unit 33-5*(Required upon incorporation into contract)*	30-Apr-20
X-333 Unit 33-5 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	29-May-20
X-333 Components Removed - Cell Floor CI - Unit 33-6*(Required upon incorporation into contract)*	31-Aug-20
X-333 Cell Prep Complete Unit 33-7*(Required upon incorporation into contract)*	31-Aug-20
X-333 Cell Prep Complete Unit 33-8*(Required upon incorporation into contract)*	31-Aug-20
X-333 Ops Floor CI - Unit 33-6*(Required upon incorporation into contract)*	30-Sep-20
X-333 Unit 33-6 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	30-Oct-20
X-333 Components Removed - Cell Floor CI - Unit 33-7*(Required upon incorporation into contract)*	29-Jan-21
X-333 Components Removed - Cell Floor CI - Unit 33-8*(Required upon incorporation into contract)*	29-Jan-21
X-333 Ops Floor CI - Unit 33-7*(Required upon incorporation into contract)*	26-Feb-21
X-333 Ops Floor CI - Unit 33-8*(Required upon incorporation into contract)*	26-Feb-21
X-333 Bulk ACM Removal Complete*(Required upon incorporation into contract)*	24-Mar-21
X-333 - Criticality Incredible Documentation Complete(Required upon incorporation into contract)*	24-Mar-21
X-333 Unit 33-7 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	24-Mar-21
X-333 Unit 33-8 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits) *(Required upon incorporation into contract)*	24-Mar-21
* X-333 Cold & Dark*(Required upon incorporation into contract)*	25-Mar-21

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
X-333 Confirmed Criticality Incredible and Cold/Dark*(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all required activities to downgrade X-333 to a radiological facility and isolate all utilities so that it can be declared cold and dark, ready for demolition on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. Cell housings panels and bypass housing have been removed as necessary to provide access, to characterize units 33-4, 33-5, 33-6, 33-7 and 33-8.
2. Chemical and radiological exterior and intrusive sampling has been performed compressors, converters, interior cell piping, expansion joints and valves have been characterized to support RD/RA Work Plans, criticality analyses, waste packaging, transportation, Waste Acceptance Criteria (WAC) development and attainment plans for units 33-4, 33-5, 33-6, 33-7 and 33-8.

3. All process gas equipment (PGE) i.e. converters, compressors, instrument lines, intra-cell piping, valves and inter-cell piping, have been removed as necessary from units 33-4, 33-5, 33-6, 33-7 and 33-8.
4. Auxiliary system components and auxiliary system piping and valves, seal exhaust piping, stage control and miscellaneous instrument lines and instrumentation have been characterized
5. Criticality Incredible has been declared and approved for the X-333 facility. Nuclear Criticality Safety Evaluation (NCSE) complete, demonstrating that with no reliance on any Nuclear Criticality Safety (NCS) controls the facility will have a quantitative probability of a nuclear accident of less than one chance million per year.
6. The X-333 has been downgraded from a Category II nuclear facility to a Radiological facility.
7. Bulk asbestos containing material (ACM) removed.
8. Exterior transite removed.
9. Final building system, structure, and component isolation complete, facility is ready for demolition.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 4.3	**X-326 Building Demolition**	
EM.PO.04.04.01.01 X-326 Demolition Project	PWS: C.2.10.48	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
*X-326 Building Demolition Complete	25-Mar-21

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
*X-326 Building Demolition Complete	25-Mar-21	N/A	N/A

Completion Criteria Description:
The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all required activities demolish X-326 on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion,

1. Entire X-326 demolished to concrete slab, with building debris remaining on the slab.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI COMPLETION CRITERIA

PBI 4.4	**Initiate OSWDF Operations Including Protective Layer and Debris Placement**	
EM.PO.05.01.05.04 OSWDF Operations	PWS: C.2.10.59	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
*1st Waste Placement - OSWDF - Cell 1 (protective layer)	13-Nov-19
*1st Waste Placement - OSWDF - Cell 4 (protective layer)	13-Nov-19
OSWDF - 1st Debris Placement - OSWDF - Cell 1	3-Jun-20

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Initiate OSWDF Operations Including Debris Placement	3-Jun-20	3-Jul-20	3-Aug-20

Completion Criteria Description:

For PBI 4.4, the fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all required activities to place waste in the OSWDF cells 1 and 4 on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the Contractor shall ensure that debris is placed in the OSWDF in accordance with technical specifications, the Waste Acceptance Criteria (WAC) Attainment Plan, the IMPP, OSWDF SSP, and the Leachate and Impacted Surface Water Management Plan. Debris shall be placed utilizing a waste information system that includes location, date of placement, placed quantities, and waste characteristics of materials placed. The Contractor shall place impacted materials by type, cell location, and grid location ensuring compliance with the IMPP and incorporating the PORTS Integrated Safety Management System (ISMS) principles and core functions. The Contractor shall maintain erosion control, sediment control, and storm water control within each cell. The Contractor shall manage and maintain the access ramp and haul road within the OSWDF cell footprint. In addition, the Contractor shall provide documentation of volumes received, tracked by impacted material type, cell location, grid location, and compaction. The contractor shall manage and direct the flow of all impacted material coming into the OSWDF from D&D, Environmental Remediation excavations, IMTA, and other site locations. Only impacted material meeting the OSWDF WAC specified in the WAC Attainment Plan shall be accepted for placement in the OSWDF.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 4.5	**All Construction and Turnover to Operations OSWDF Cells 4 and 5**	
EM.PO.05.06.01.02 OSWDF Cell 4 Construction EM.PO.05.06.03.02 OSWDF Cell 5 Construction	PWS: C.2.10.71 C.2.10.74	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
OSWDF Cell 4 Construction Complete	5-Nov-19

OSWDF Cell 5 Construction Complete	2-Nov-20

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Complete Construction and Turnover to Operations OSWDF Cells 4 and 5	2-Nov-20	2-Dec-20	2-Jan-21

Completion Criteria Description:

For PBI 4.5, the fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all construction activities and turnover to operations OSWDF cells 4 and 5 (CAP 2) on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, The contractor shall conduct a readiness to operate review to evaluate the readiness and core requirements of the OSWDF project personnel, management systems, interfaces with contractors, and compliance with identified requirements including training, Waste Acceptance Criteria (WAC) requirements, Impacted Material Placement Plan (IMPP) and Site Security Plan (SSP). The readiness review determination shall be based on approved procedures for management, construction, safety, quality, project controls, engineering, risk management, security, subcontracting, records management, and document control. The readiness review shall provide a determination of the overall readiness and core requirements of the OSWDF project personnel, management systems, interfaces with contractors, and compliance with identified requirements. The Contractor shall complete construction of the OSWDF Cell 4 and Cell 5 Liners and associated groundwater monitoring wells. This work shall include continued installation of the North LTS and associated Valve Houses. The contractor shall complete all excavation, trenching, grading, placement of aggregate material, construction, geosynthetic liner installation, electrical work, and pipe work associated with Cells 4 and 5.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

PBI 4.6	**Property Transfer and Footprint Reduction**	
EM.PO.IN.01.50.04 Property Transfer	PWS: C.2.9.154	PBI Value:

Section J, Attachment 24 - Performance Schedule Milestones:

Activity Name	Performance Schedule Date
Complete Property Transfer Activities*(Required upon incorporation into contract)*	15-Mar-21

Performance Based Incentive (PBI):

Activity Name	100% Fee Date	90% Fee Date	70% Fee Date
Increase total amount of PORTS reservation property available for transfer to 15% (cumulative) *(Required upon incorporation into contract)*	TBD	TBD	TBD

Completion Criteria Description:

The fee associated with completion of the PBI may be earned according to the percentages in the above table by completing all activities required to make property available for lease/transfer or actions related to property

lease/transfer on or before the above referenced date(s). Completion of this scope after the latest performance date will result in no earned award fee for this PBI.

To be verified for completion, the contractor shall complete all work necessary to prepare at least 15% of the Portsmouth reservation (at least 567 cumulative acres) for lease and/or transfer no later than March 15, 2021. If this PBI is achieved by November 30, 2020, the contractor shall be awarded 100% of the fee. This work includes, but is not limited to, a Sampling and Analysis Plan (if required) and all associated activities required for each parcel; coordination of any necessary contracting for specialty services related to property characterization for each parcel; an Environmental Baseline Survey and all associated activities for each parcel; and communications with site personnel, PPPO personnel, DOE-HQ, the Office of Environmental Management Consolidated Business Center (EMCBC), the Ohio EPA, and other federal or state agencies that play a role in the transfer of each parcel. The 15% total can be achieved with a single transfer or multiple transfers. Property already made available for lease/transfer before the property transfer PBIs is allowed to be counted toward the cumulative total.

Performance Schedule Milestones are dates by which FBP should achieve interim steps toward completion of the PBI, and the on-time completion of these Milestones will be evaluated under the subject performance evaluation portion of the *Performance Evaluation Management Plan* (PEMP).

ATTACHMENT 22

Section J, Attachment 24, *Performance Schedule*

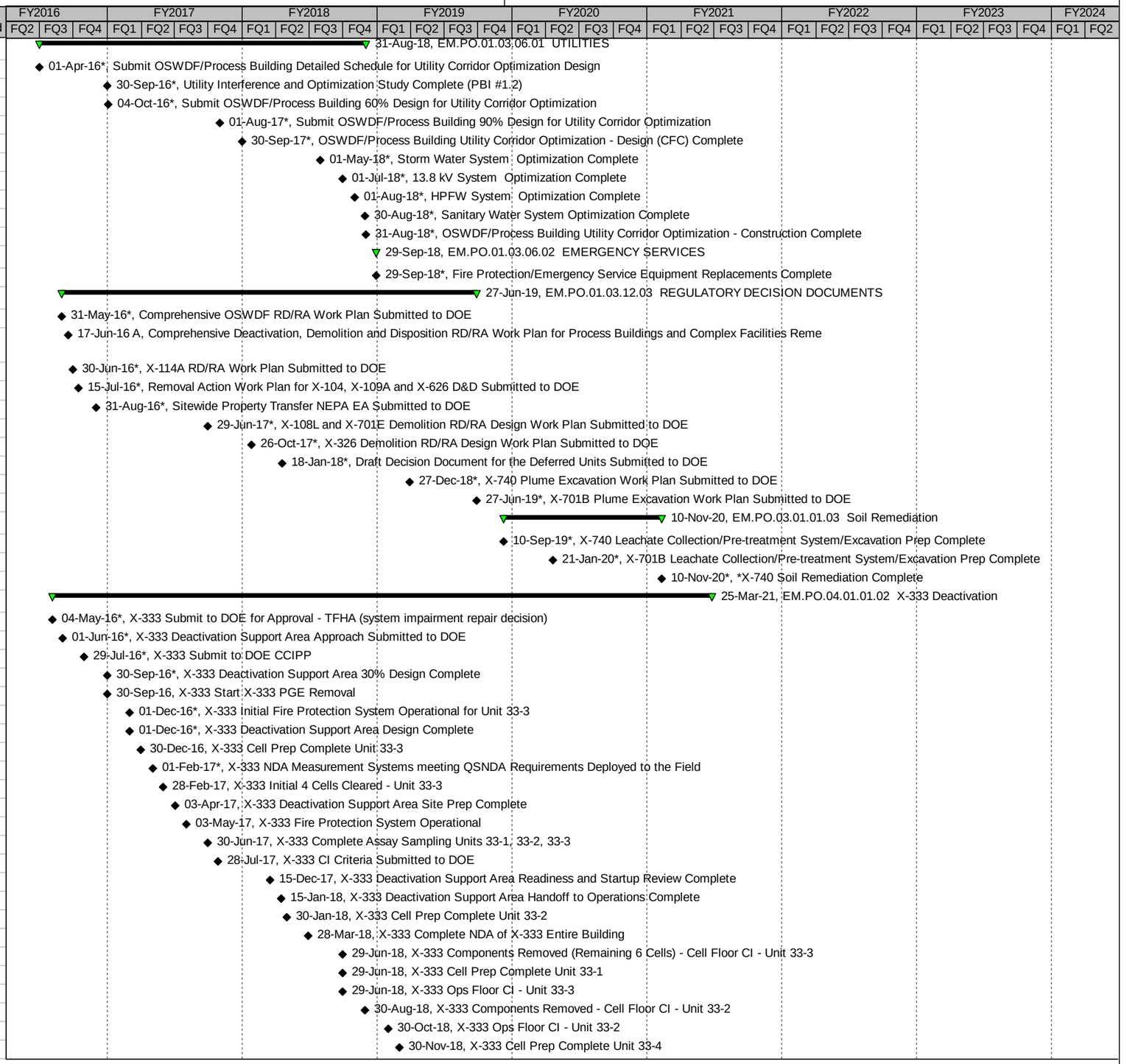
Performance from March 29, 2016 through March 28, 2021

PERFORMANCE SCHEDULE MILESTONES

Data Date: 29-Dec-14

Run Date: 25-Mar-16 16:10

Activity Name	Future Contract Actions Required
EM.PO.01.03.06.01 UTILITIES	
Submit OSWDF/Process Building Detailed Schedule for Utility Corridor Optimization Design	YES
Utility Interference and Optimization Study Complete (PBI #1.2)	YES
Submit OSWDF/Process Building 60% Design for Utility Corridor Optimization	YES
Submit OSWDF/Process Building 90% Design for Utility Corridor Optimization	YES
OSWDF/Process Building Utility Corridor Optimization - Design (CFC) Complete	YES
Storm Water System Optimization Complete	YES
13.8 kV System Optimization Complete	YES
HPFW System Optimization Complete	YES
Sanitary Water System Optimization Complete	YES
OSWDF/Process Building Utility Corridor Optimization - Construction Complete	YES
EM.PO.01.03.06.02 EMERGENCY SERVICES	
Fire Protection/Emergency Service Equipment Replacements Complete	YES
EM.PO.01.03.12.03 REGULATORY DECISION DOCUMENTS	
Comprehensive OSWDF RD/RA Work Plan Submitted to DOE	
Comprehensive Deactivation, Demolition and Disposition RD/RA Work Plan for Process Buildings and Complex Facilities Reme	
X-114A RD/RA Work Plan Submitted to DOE	
Removal Action Work Plan for X-104, X-109A and X-626 D&D Submitted to DOE	
Sitewide Property Transfer NEPA EA Submitted to DOE	
X-108L and X-701E Demolition RD/RA Design Work Plan Submitted to DOE	
X-326 Demolition RD/RA Design Work Plan Submitted to DOE	
Draft Decision Document for the Deferred Units Submitted to DOE	
X-740 Plume Excavation Work Plan Submitted to DOE	
X-701B Plume Excavation Work Plan Submitted to DOE	
EM.PO.03.01.01.03 Soil Remediation	
X-740 Leachate Collection/Pre-treatment System/Excavation Prep Complete	
X-701B Leachate Collection/Pre-treatment System/Excavation Prep Complete	
*X-740 Soil Remediation Complete	
EM.PO.04.01.01.02 X-333 Deactivation	
X-333 Submit to DOE for Approval - TFHA (system impairment repair decision)	YES
X-333 Deactivation Support Area Approach Submitted to DOE	YES
X-333 Submit to DOE CCIPP	YES
X-333 Deactivation Support Area 30% Design Complete	YES
X-333 Start X-333 PGE Removal	YES
X-333 Initial Fire Protection System Operational for Unit 33-3	YES
X-333 Deactivation Support Area Design Complete	YES
X-333 Cell Prep Complete Unit 33-3	YES
X-333 NDA Measurement Systems meeting QSNDA Requirements Deployed to the Field	YES
X-333 Initial 4 Cells Cleared - Unit 33-3	YES
X-333 Deactivation Support Area Site Prep Complete	YES
X-333 Fire Protection System Operational	YES
X-333 Complete Assay Sampling Units 33-1, 33-2, 33-3	YES
X-333 CI Criteria Submitted to DOE	YES
X-333 Deactivation Support Area Readiness and Startup Review Complete	YES
X-333 Deactivation Support Area Handoff to Operations Complete	YES
X-333 Cell Prep Complete Unit 33-2	YES
X-333 Complete NDA of X-333 Entire Building	YES
X-333 Components Removed (Remaining 6 Cells) - Cell Floor CI - Unit 33-3	YES
X-333 Cell Prep Complete Unit 33-1	YES
X-333 Ops Floor CI - Unit 33-3	YES
X-333 Components Removed - Cell Floor CI - Unit 33-2	YES
X-333 Ops Floor CI - Unit 33-2	YES
X-333 Cell Prep Complete Unit 33-4	YES



Schedule Input			
Date	**Revision**	**Checked**	**Approved**
21-Mar-16			

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The initial option period is March 29, 2016 - September 30, 2018.

Follow-on option peirod is October 1, 2018 - March 28, 2021.

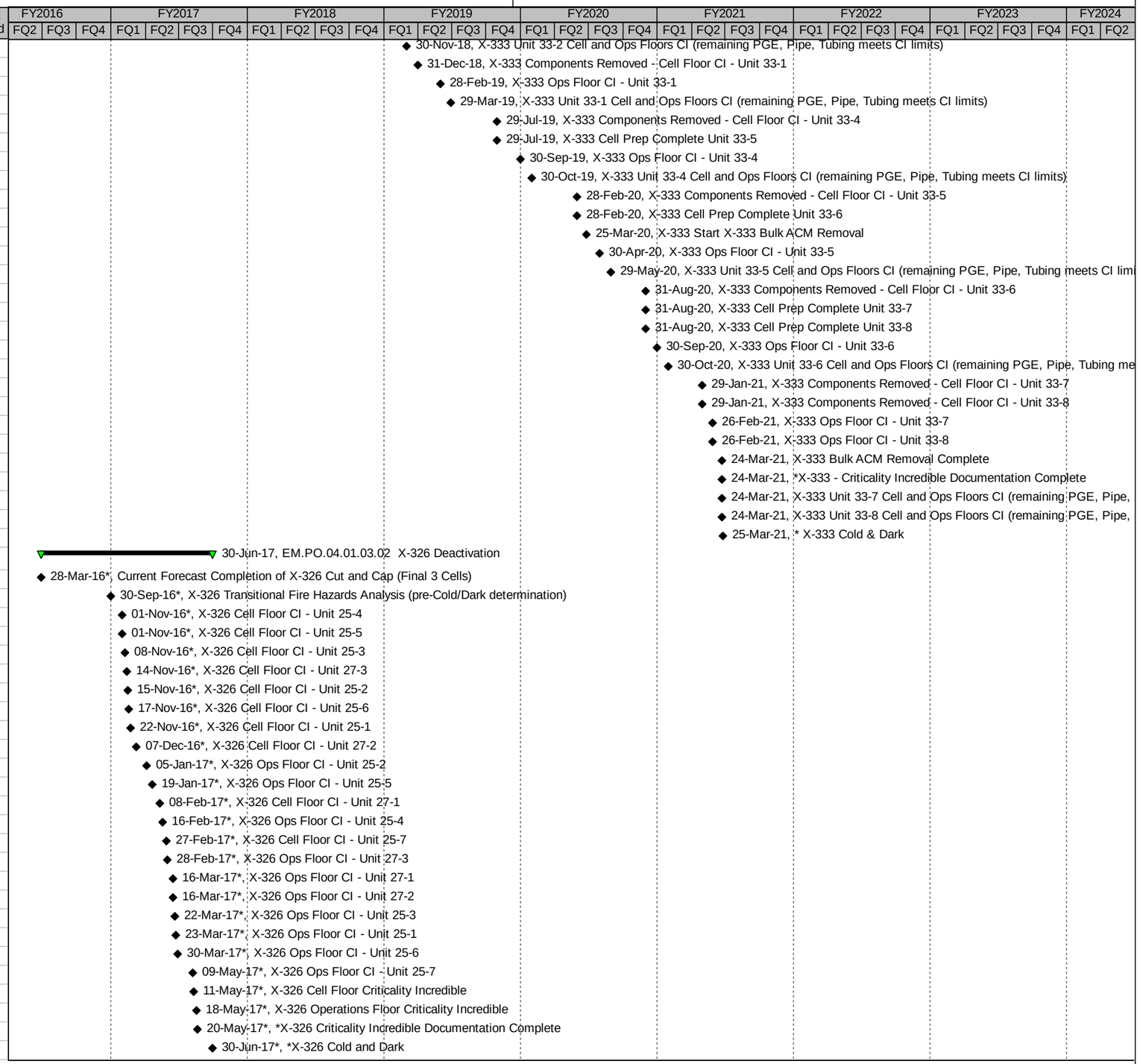
Performance from March 29, 2016 through March 28, 2021

PERFORMANCE SCHEDULE MILESTONES

Data Date: 29-Dec-14

Run Date: 25-Mar-16 16:10

Activity Name	Future Contract Actions Required
X-333 Unit 33-2 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
X-333 Components Removed - Cell Floor CI - Unit 33-1	YES
X-333 Ops Floor CI - Unit 33-1	YES
X-333 Unit 33-1 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
X-333 Components Removed - Cell Floor CI - Unit 33-4	YES
X-333 Cell Prep Complete Unit 33-5	YES
X-333 Ops Floor CI - Unit 33-4	YES
X-333 Unit 33-4 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
X-333 Components Removed - Cell Floor CI - Unit 33-5	YES
X-333 Cell Prep Complete Unit 33-6	YES
X-333 Start X-333 Bulk ACM Removal	YES
X-333 Ops Floor CI - Unit 33-5	YES
X-333 Unit 33-5 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
X-333 Components Removed - Cell Floor CI - Unit 33-6	YES
X-333 Cell Prep Complete Unit 33-7	YES
X-333 Cell Prep Complete Unit 33-8	YES
X-333 Ops Floor CI - Unit 33-6	YES
X-333 Unit 33-6 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
X-333 Components Removed - Cell Floor CI - Unit 33-7	YES
X-333 Components Removed - Cell Floor CI - Unit 33-8	YES
X-333 Ops Floor CI - Unit 33-7	YES
X-333 Ops Floor CI - Unit 33-8	YES
X-333 Bulk ACM Removal Complete	YES
*X-333 - Criticality Incredible Documentation Complete	YES
X-333 Unit 33-7 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
X-333 Unit 33-8 Cell and Ops Floors CI (remaining PGE, Pipe, Tubing meets CI limits)	YES
* X-333 Cold & Dark	YES
EM.PO.04.01.03.02 X-326 Deactivation	
Current Forecast Completion of X-326 Cut and Cap (Final 3 Cells)	
X-326 Transitional Fire Hazards Analysis (pre-Cold/Dark determination)	
X-326 Cell Floor CI - Unit 25-4	
X-326 Cell Floor CI - Unit 25-5	
X-326 Cell Floor CI - Unit 25-3	
X-326 Cell Floor CI - Unit 27-3	
X-326 Cell Floor CI - Unit 25-2	
X-326 Cell Floor CI - Unit 25-6	
X-326 Cell Floor CI - Unit 25-1	
X-326 Cell Floor CI - Unit 27-2	
X-326 Ops Floor CI - Unit 25-2	
X-326 Ops Floor CI - Unit 25-5	
X-326 Cell Floor CI - Unit 27-1	
X-326 Ops Floor CI - Unit 25-4	
X-326 Cell Floor CI - Unit 25-7	
X-326 Ops Floor CI - Unit 27-3	
X-326 Ops Floor CI - Unit 27-1	
X-326 Ops Floor CI - Unit 27-2	
X-326 Ops Floor CI - Unit 25-3	
X-326 Ops Floor CI - Unit 25-1	
X-326 Ops Floor CI - Unit 25-6	
X-326 Ops Floor CI - Unit 25-7	
X-326 Cell Floor Criticality Incredible	
X-326 Operations Floor Criticality Incredible	
*X-326 Criticality Incredible Documentation Complete	
*X-326 Cold and Dark	



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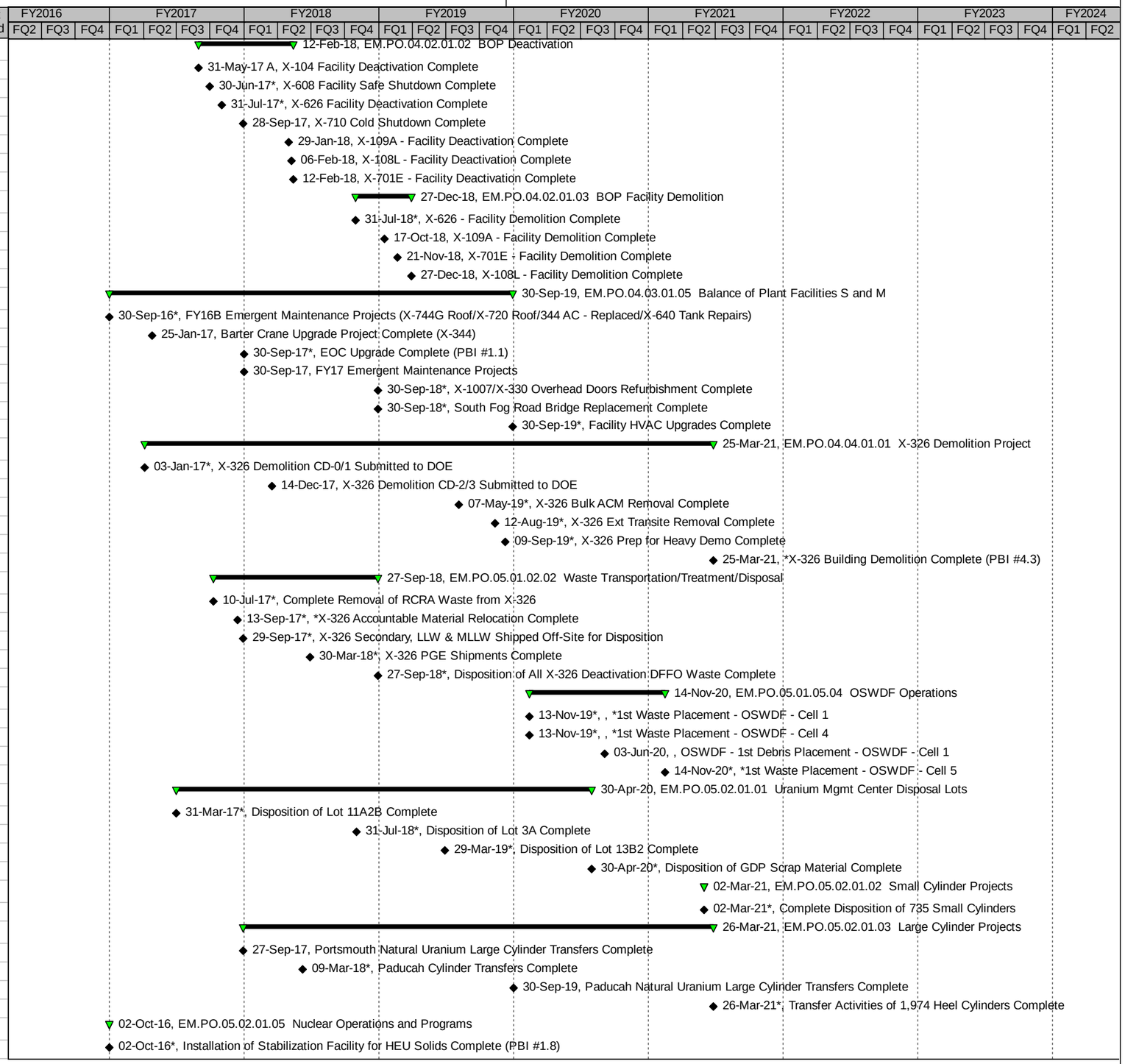
PERFORMANCE SCHEDULE MILESTONES

Data Date: 29-Dec-14

Run Date: 25-Mar-16 16:10

Activity Name	Future Contract Actions Required
EM.PO.04.02.01.02 BOP Deactivation	
X-104 Facility Deactivation Complete	
X-608 Facility Safe Shutdown Complete	
X-626 Facility Deactivation Complete	
X-710 Cold Shutdown Complete	
X-109A - Facility Deactivation Complete	
X-108L - Facility Deactivation Complete	
X-701E - Facility Deactivation Complete	
EM.PO.04.02.01.03 BOP Facility Demolition	
X-626 - Facility Demolition Complete	YES
X-109A - Facility Demolition Complete	
X-701E - Facility Demolition Complete	
X-108L - Facility Demolition Complete	
EM.PO.04.03.01.05 Balance of Plant Facilities S and M	
FY16B Emergent Maintenance Projects (X-744G Roof/X-720 Roof/344 AC - Replaced/X-640 Tank Repairs)	
Barter Crane Upgrade Project Complete (X-344)	
EOC Upgrade Complete (PBI #1.1)	YES
FY17 Emergent Maintenance Projects	
X-1007/X-330 Overhead Doors Refurbishment Complete	
South Fog Road Bridge Replacement Complete	YES
Facility HVAC Upgrades Complete	
EM.PO.04.04.01.01 X-326 Demolition Project	
X-326 Demolition CD-0/1 Submitted to DOE	
X-326 Demolition CD-2/3 Submitted to DOE	
X-326 Bulk ACM Removal Complete	
X-326 Ext Transite Removal Complete	
X-326 Prep for Heavy Demo Complete	
*X-326 Building Demolition Complete (PBI #4.3)	
EM.PO.05.01.02.02 Waste Transportation/Treatment/Disposal	
Complete Removal of RCRA Waste from X-326	
*X-326 Accountable Material Relocation Complete	
X-326 Secondary, LLW & MLLW Shipped Off-Site for Disposition	
X-326 PGE Shipments Complete	
Disposition of All X-326 Deactivation DFFO Waste Complete	
EM.PO.05.01.05.04 OSWDF Operations	
*1st Waste Placement - OSWDF - Cell 1	
*1st Waste Placement - OSWDF - Cell 4	
OSWDF - 1st Debris Placement - OSWDF - Cell 1	
*1st Waste Placement - OSWDF - Cell 5	
EM.PO.05.02.01.01 Uranium Mgmt Center Disposal Lots	
Disposition of Lot 11A2B Complete	
Disposition of Lot 3A Complete	YES
Disposition of Lot 13B2 Complete	YES
Disposition of GDP Scrap Material Complete	YES
EM.PO.05.02.01.02 Small Cylinder Projects	
Complete Disposition of 735 Small Cylinders	
EM.PO.05.02.01.03 Large Cylinder Projects	
Portsmouth Natural Uranium Large Cylinder Transfers Complete	
Paducah Cylinder Transfers Complete	
Paducah Natural Uranium Large Cylinder Transfers Complete	
Transfer Activities of 1,974 Heel Cylinders Complete	
EM.PO.05.02.01.05 Nuclear Operations and Programs	
Installation of Stabilization Facility for HEU Solids Complete (PBI #1.8)	YES



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Data Date: 29-Dec-14

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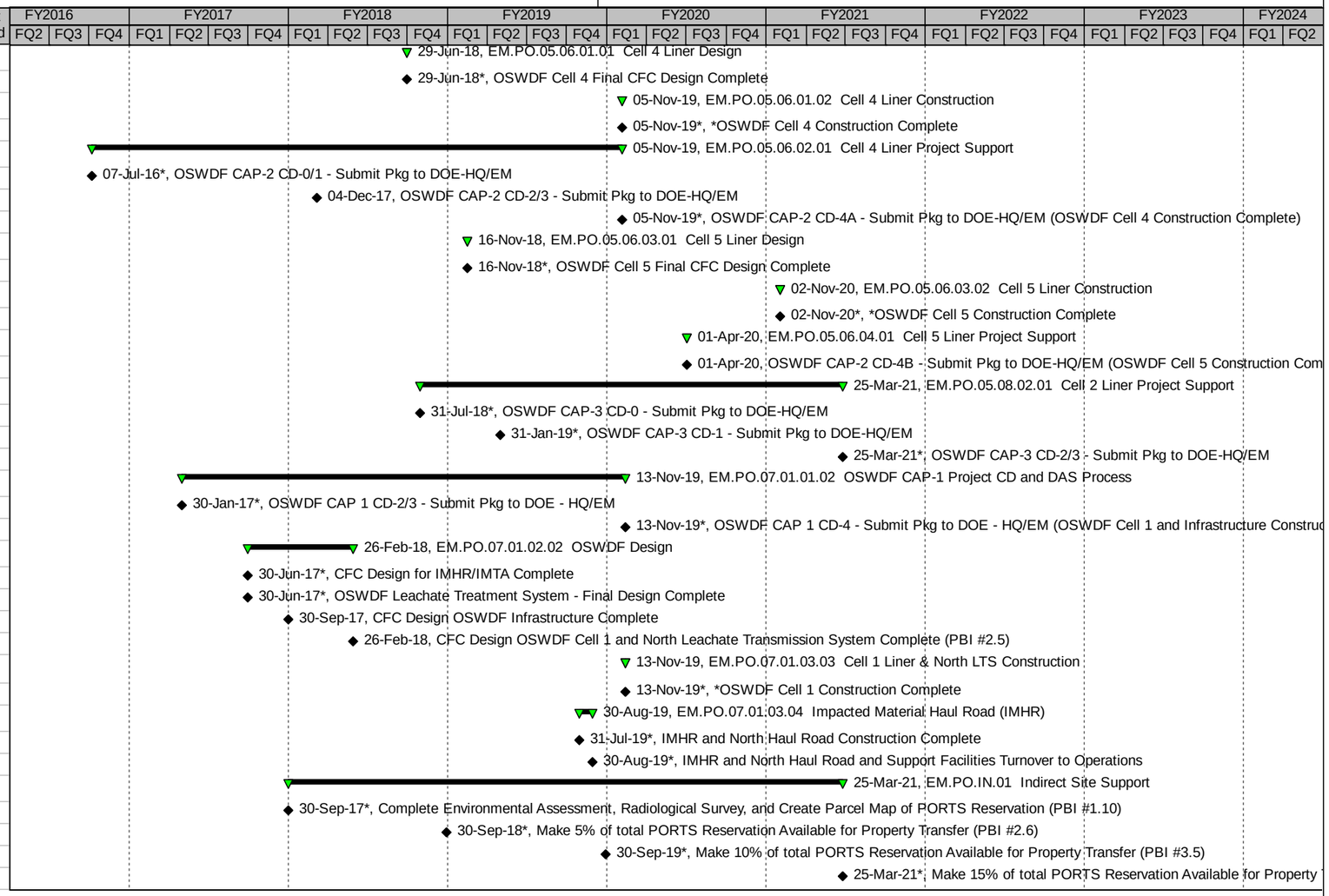
Activity Name	Future Contract Actions Required
EM.PO.05.06.01.01 Cell 4 Liner Design	
OSWDF Cell 4 Final CFC Design Complete	
EM.PO.05.06.01.02 Cell 4 Liner Construction	
*OSWDF Cell 4 Construction Complete	
EM.PO.05.06.02.01 Cell 4 Liner Project Support	
OSWDF CAP-2 CD-0/1 - Submit Pkg to DOE-HQ/EM	
OSWDF CAP-2 CD-2/3 - Submit Pkg to DOE-HQ/EM	
OSWDF CAP-2 CD-4A - Submit Pkg to DOE-HQ/EM (OSWDF Cell 4 Construction Complete)	
EM.PO.05.06.03.01 Cell 5 Liner Design	
OSWDF Cell 5 Final CFC Design Complete	
EM.PO.05.06.03.02 Cell 5 Liner Construction	
*OSWDF Cell 5 Construction Complete	
EM.PO.05.06.04.01 Cell 5 Liner Project Support	
OSWDF CAP-2 CD-4B - Submit Pkg to DOE-HQ/EM (OSWDF Cell 5 Construction Complete)	
EM.PO.05.08.02.01 Cell 2 Liner Project Support	
OSWDF CAP-3 CD-0 - Submit Pkg to DOE-HQ/EM	YES
OSWDF CAP-3 CD-1 - Submit Pkg to DOE-HQ/EM	YES
OSWDF CAP-3 CD-2/3 - Submit Pkg to DOE-HQ/EM	YES
EM.PO.07.01.01.02 OSWDF CAP-1 Project CD and DAS Process	
OSWDF CAP 1 CD-2/3 - Submit Pkg to DOE - HQ/EM	
OSWDF CAP 1 CD-4 - Submit Pkg to DOE - HQ/EM (OSWDF Cell 1 and Infrastructure Construction Complete)	
EM.PO.07.01.02.02 OSWDF Design	
CFC Design for IMHR/IMTA Complete	YES
OSWDF Leachate Treatment System - Final Design Complete	YES
CFC Design OSWDF Infrastructure Complete	YES
CFC Design OSWDF Cell 1 and North Leachate Transmission System Complete (PBI #2.5)	YES
EM.PO.07.01.03.03 Cell 1 Liner & North LTS Construction	
*OSWDF Cell 1 Construction Complete	
EM.PO.07.01.03.04 Impacted Material Haul Road (IMHR)	
IMHR and North Haul Road Construction Complete	YES
IMHR and North Haul Road and Support Facilities Turnover to Operations	YES
EM.PO.IN.01 Indirect Site Support	
Complete Environmental Assessment, Radiological Survey, and Create Parcel Map of PORTS Reservation (PBI #	YES
Make 5% of total PORTS Reservation Available for Property Transfer (PBI #2.6)	YES
Make 10% of total PORTS Reservation Available for Property Transfer (PBI #3.5)	YES
Make 15% of total PORTS Reservation Available for Property Transfer (PBI #4.6)	YES



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