

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 214	
2. CONTRACT NUMBER DE-EM0004559		3. SOLICITATION NUMBER DE-SOL-0007016	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09/08/2015	6. REQUISITION/PURCHASE NUMBER 16EM003248
7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and See Provision L.21 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ local time _____ (Date)

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

10. FOR INFORMATION CALL:	A. NAME Wilmari C. Delgado	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 513	NUMBER 246-0566	EXT.	wilmari.delgado@emcbc.doe.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	3	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	45
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	42	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	1
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	53
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	7
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	98				

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 360 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

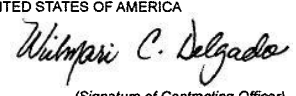
13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232.8)</i>	10 CALENDAR DAYS (%) NET 30 0	20 CALENDAR DAYS (%) 0	30 CALENDAR DAYS (%) 0	CALENDAR DAYS (%) 0
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14. ACKNOWLEDGEMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	10/23/15	002	11/2/15
	003	11/13/15		

15A. NAME AND ADDRESS OF OFFEROR	CODE 079930278	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> Alan M. Parker Project Manager (MCS)
MID-AMERICA CONVERSION SERVICES, LLC Attn: KayLin Loveland 1009 COMMERCE PARK DRIVE, SUITE 100 OAK RIDGE TN 37830			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE
AREA CODE 801 NUMBER 557-0053 EXT.	<input checked="" type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$318,811,847.00	21. ACCOUNTING AND APPROPRIATION See schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	
24. ADMINISTERED BY (If other than Item 7) See Schedule G		25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00511
26. NAME OF CONTRACTING OFFICER (Type or print) Wilmari C. Delgado		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	28. AWARD DATE 9/29/2016

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

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Previous edition is unusable

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15A. NAME AND ADDRESS OF OFFEROR	CODE 079930278	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>
MID-AMERICA CONVERSION SERVICES, LLC Attn: KayLin Loveland 1009 COMMERCE PARK DRIVE, SUITE 100 OAK RIDGE TN 37830			

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input checked="" type="checkbox"/>		

AWARD (To be completed by government)

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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>
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24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE 03002	25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00511
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26. NAME OF CONTRACTING OFFICER (Type or print) Wilmari C. Delgado	27. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	28. AWARD DATE 09/29/2016
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NAME OF OFFEROR OR CONTRACTOR
MID-AMERICA CONVERSION SERVICES, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 30-0881363 DUNS Number: 079930278 Remittance Address: MID-AMERICA CONVERSION SERVICES, LLC PO BOX 95000-1132 PHILADELPHIA PA 19195 Payment: OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination				
00001	Transition Operations Phase - Cost Reimbursable - No Fee Accounting Info: Fund: 01751 Appr Year: 2016 Allottee: 33 Report Entity: 490811 Object Class: 25499 Program: 1110974 Project: 0001504 WFO: 0000000 Local Use: 0000000 Funded: \$1,685,000.00 Accounting Info: Fund: 01751 Appr Year: 2012 Allottee: 33 Report Entity: 490811 Object Class: 25499 Program: 1110974 Project: 0001504 WFO: 0000000 Local Use: 0000000 Funded: \$28,133.00 Accounting Info: Fund: 01751 Appr Year: 2016 Allottee: 33 Report Entity: 490810 Object Class: 25499 Program: 1110969 Project: 0001495 WFO: 0000000 Local Use: 0000000 Funded: \$1,669,843.17 Accounting Info: Fund: 01751 Appr Year: 2015 Allottee: 33 Report Entity: 490810 Object Class: 25499 Program: 1110969 Project: 0001495 WFO: 0000000 Local Use: 0000000 Funded: \$43,289.82 Accounting Info: Fund: 01751 Appr Year: 2014 Allottee: 33 Report Entity: 490810 Object Class: 25499 Program: 1110969 Project: 0001495 WFO: 0000000 Local Use: 0000000 Funded: \$.01				3,426,266.00
00002	Conversion Operations and Project Support - Cost Plus Award Fee Continued ...				287,837,661.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004559

PAGE 3 OF 214

NAME OF OFFEROR OR CONTRACTOR
MID-AMERICA CONVERSION SERVICES, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Line item value is:: \$287,837,661.00 Incrementally Funded Amount: \$0.00 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 33 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00				
00003	Cylinder Management - Firm Fixed Price Line item value is:: \$12,547,920.00 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 33 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00				12,547,920.00
00004	Defined Benefit Pension Costs - Cost Reimbursable - No Fee Line item value is:: \$15,000,000.00 Accounting Info: Fund: 00000 Appr Year: 0000 Allottee: 33 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00				15,000,000.00

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT- ITEMS BEING ACQUIRED.....	2
B.2	CONTRACT COST, AWARD FEE AND PRICE SCHEDULE	2
B.3	FEE DETERMINATION AND PAYMENT - CLIN 0002	3
B.4	ALLOWABILITY OF SUBCONTRACTOR FEE	4
B.5	OBLIGATION OF FUNDS	4
B.6	RESERVED.....	4
B.7	AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT- CLIN 0001.....	4
B.8	CONDITIONAL PAYMENT OF FEE	5
B.9	SMALL BUSINESS SUBCONTRACTING FEE REDUCTION	5
B.10	FEE REDUCTIONS	5
B.11	LIMITATION OF GOVERNMENT’S OBLIGATION – CLIN 0003	6

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT- ITEMS BEING ACQUIRED

- (a) This is a performance based Contract that includes Cost-Plus-Award-Fee (CPAF) Contract Line Item Numbers (CLINs) and Firm-Fixed-Price (FFP) CLINs. This is a Contract for the Operation of the Depleted Uranium Hexafluoride (DUF6) Conversion Facilities and management of the cylinder yards located at the Department of Energy (DOE) Portsmouth Gaseous Diffusion Plant Site in Ohio, and at the DOE Paducah Gaseous Diffusion Plant Site in Kentucky, with some management functions performed at an office located in Lexington, Kentucky. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, services (except as expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in this Contract.

B.2 CONTRACT COST, AWARD FEE AND PRICE SCHEDULE

- (a) **CLIN 0001 – Transition Operations Phase – Cost Reimbursable – No Fee** – See Section C, Performance Work Statement (PWS) C.3. The Transition Operations Phase is anticipated to be ninety (90) days from the date of the written Notice To Proceed (NTP). No fee will be payable to the Contractor for the Contract TOP.

CLIN	Description of Services	Performance Period	Estimated Cost
0001	Transition Operations Phase	90 days	\$3,426,266

- (b) **CLIN 0002 - Conversion Operations and Project Support - Cost Plus Award Fee**: See Sections C.4, C.5, C.6 and C.8.

CLIN	Description of Services	Performance Period	Total Estimated Cost	Total Available Fee	Total Estimated Cost and Fee
0002	Conversion Operations	60 months	\$271,149,799	\$16,687,862	\$287,837,661

- (c) **CLIN 0003 – Cylinder Management – Firm Fixed Price**: See Section C, Performance Work Statement (PWS) C.7.

CLIN	Description of Services	Performance Period	Unit Price Per Month	Total Firm Fixed Price
0003	Cylinder Management	60 months	\$209,132	\$12,547,920

- (d) **CLIN 0004 – Defined Benefit Pension Costs- Cost Reimbursable- No Fee.**

CLIN	Description of Services	Performance Period	Estimated Cost
0004	Defined Benefit Pension Costs	60 months	\$15,000,000

(e) **The total estimated value the Contract is: \$318,811,847**

B.3 FEE DETERMINATION AND PAYMENT - CLIN 0002

- (a) There is no base fee amount for the term of the Contract. The determination of award fee shall be consistent with the Performance Evaluation and Measurement Plan (PEMP) (Section J, Attachment J-13).
- (b) The PEMP will set forth the evaluation period(s) and the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements, (2) management requirements, and (3) other criteria selected for evaluation. The Contractor may submit a self-evaluation of performance for each evaluation period. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated will be given such consideration as the FDO shall find appropriate.
- (c) The Contracting Officer (CO) will prepare and issue the PEMP not later than 30 calendar days prior to the start of the annual evaluation period(s). The CO may solicit input of the requirements to be set forth in the PEMP for the award fee period. Prior to the beginning of each award fee period, DOE and the Contractor shall discuss the requirements to be set forth in the PEMP for the award fee period. The Government may unilaterally revise the PEMP prior to the start of any evaluation period. Notification of any changes that impact the criteria upon which the Contractor will be evaluated shall be provided to the Contractor not later than 30 calendar days prior to the start of the period to which the change will apply. After an evaluation period has begun, changes may only be made by mutual agreement of the parties. The PBIs may be a combination of single year and multi-year.
- (d) The amount of earned total annual Award Fee shall be unilaterally determined by the Fee Determining Official (FDO) annually. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the PEMP. Upon the FDO's final determination of the earned award fee for each evaluation period, the Contractor may request the annual Award Fee amount.
- (e) The FDO may authorize payment of fee once performance is complete and evaluated. Any unearned award fee from each annual Award Fee evaluation period will not be eligible to be earned in any future annual Award Fee period(s).

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) Separate, additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is wholly-owned by, majority-owned by, or affiliated with of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor-Protégé Program; (3) a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) competitively awarded subcontracts for commercial items as defined in FAR Subpart 2.1, Definitions.

B.5 OBLIGATION OF FUNDS

- (a) Pursuant to Section B.10 clause entitled "Limitation of Government's Obligation", the total amount of incremental funding allotted is \$ TBD for CLIN 0003.
- (b) Pursuant to Section I clause entitled FAR 52.232-22 "Limitation of Funds", the total amount of incremental funding allotted is \$ \$3,426,266.00 for CLINs 0001, 0002 and 0004.

B.6 RESERVED

B.7 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT-CLIN 0001

The Transition Operations Phase will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Operations Phase is anticipated to be up to 90 days from the issuance of the NTP, after which of the Contractor assumes full responsibility for operation of the conversion facilities. During the TOP, the Contractor shall perform those activities necessary to assume full responsibility for the Contract requirements. During the Transition Operations Phase, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE and the Incumbent Contractor to accomplish these activities (see PWS Section C.3.0) in a manner that will provide for an effective transition of personnel and work activities while minimizing the cost of this effort. There will be no fee for the Transition Operations Phase, but the estimated cost of transition is included in the total estimated value of this Contract.

B.8 CONDITIONAL PAYMENT OF FEE

Based on the importance DOE places 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, fee determinations are subject to unilateral reductions. See Section I clause DEAR 952.223-77 *Conditional Payment of Fee or Profit –Protection of Worker Safety and Health*.

B.9 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in Section J Attachment entitled, Small Business Subcontracting Plan, consistent with Section H.35, DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE 1 (OCT 2014) :

- (a) The Contractor's performance in meeting small business performance percentage goals in accordance with the approved Small Business Subcontracting Plan will be evaluated at the end of each award fee period.
- (b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the award fee earned. The reduction amount may be up to 25% of the award fee earned. The reduction will occur for the award fee period being evaluated.

B.10 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
 - (1) Section B Clause entitled, *Fee Determination and Payment-CLIN 0002*;
 - (2) Section B Clause entitled, *Conditional Payment of Fee*;
 - (3) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (4) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (5) Section H Clause entitled, *Key Personnel*;
 - (6) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;

- (7) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Certified Cost or Pricing Data – Modifications*;
- (8) Section I Clause entitled, *FAR 52.215-13, Subcontractor Certified Cost or Pricing Data – Modifications*;
- (9) Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*;
- (10) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement Alternate I*; and,
- (11) Section I Clause entitled, *DEAR 952.223-77 Conditional Payment of Fee or Profit – Protection of Worker Safety and Health*.

B.11 LIMITATION OF GOVERNMENT’S OBLIGATION – CLIN 0003

- (a) This Contract’s CLIN 0003 has traditional Federal Acquisition Regulation firm-fixed-prices and Contract terms and conditions, with the exceptions that: CLIN 0003 may be incrementally funded; and if a CLIN is incrementally funded, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this Contract. For each CLIN there is:
 - 1) a fixed price for the action;
 - 2) a fixed amount of work that corresponds to the firm-fixed-price;
 - 3) a planned funding schedule that corresponds to the firm-fixed-price and the fixed amount of work;
 - 4) no Government obligation to the Contractor until the Government allots funds to the Contract for the action;
 - 5) if the Government incrementally allots funds, both a firm-fixed-price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
 - 6) an obligation that the Government will pay the Contractor for the work the Contractor performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the Contractor actually incurred.
- (b) For each CLIN:
 - 1) the Government’s maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral Contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the Contract for the CLIN;

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

- ii. the Contractor must provide the work the Contract requires for the CLIN.
- (d) The firm-fixed-price for each CLIN is listed in Section B of this Contract.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the firm-fixed-price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN 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 CLIN 0003, and the work to be performed for the funds allotted.
- 1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.
 - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the Contract's requirements for the CLIN, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this Contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this Contract to that point will be considered a simple firm-fixed-price Contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
- 1) The Government's and the Contractor's obligations under the Contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both firm-fixed-price and fully funded at time of Contract execution, that is, the Contractor agrees that: it will perform the work of the Contract for that CLIN; and neither the firm-fixed-price for the CLIN nor any other term or condition of the Contract will be affected due to the CLIN's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of Contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of Contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount

payable by the Government equals the total amount allotted to the Contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the Contract for the CLIN

- A. it (not the Government) will be liable for those excess amounts payable
 - B. it will remain liable for its obligations under every term or condition of the Contract and
 - C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's firm-fixed-price, the Government will pay it the firm-fixed-price for the CLIN and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the Contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.
- (h) The Contractor shall notify the CO in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.
- 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
 - 3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.
- (i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and:
- 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the Contract for that CLIN;

- 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the Contract;
 - 3) if the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the Contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.
- (j) Except as required by either other provisions of this Contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral Contract modifications specifically citing and stated to be an exception to this clause, for either CLIN:
- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this Contract for the CLIN; and
 - 2) The Contractor is not obligated to continue performance under this Contract related to the CLIN or earn amounts payable in excess of the amount allotted to the Contract by the Government until the CO notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral Contract modifications, other than that specified in this clause, or from any person other than the CO, shall affect the amount allotted by the Government to this Contract for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this Contract for a CLIN, whether earned during the course of the Contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral Contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN 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:

CLIN 0003 (DUF6 Cylinder Management (FFP))				
<u>Date</u>	<u>Funds to Be Allotted</u>	<u>Work to Be Accomplished</u>	<u>Cumulative Funds to Be Allotted</u>	<u>Cumulative Work to Be Accomplished</u>

(o) Actual Funding Schedule:

CLIN 0003 (DUF6 Cylinder Management (FFP))				
<u>Date</u>	<u>Funds to Be Allotted</u>	<u>Work to Be Accomplished</u>	<u>Cumulative Funds to Be Allotted</u>	<u>Cumulative Work to Be Accomplished</u>

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

TABLE OF CONTENTS

C.1	OBJECTIVE	2
C.2	BACKGROUND	2
C.2.1	Storage and Disposition of Depleted Uranium	2
C.2.2	Site Information	3
C.3	TRANSITION OPERATIONS PHASE	4
C.4	CONVERSION OPERATIONS	6
C.5	PLANT MODIFICATIONS	9
C.6	PROJECT SUPPORT	9
C.6.1	Project Management	9
C.6.2	Waste Management	10
C.6.3	Conversion Product Management	13
C.6.4	Radiation Protection	13
C.6.5	National Environmental Policy Act (NEPA)	14
C.6.6	Regulatory Management	14
C.6.7	Integrated Safety Management	15
C.6.8	Safeguards & Security	17
C.6.9	Emergency Management	20
C.6.10	Quality Assurance Program	21
C.6.11	Engineering	23
C.6.12	Records Management	23
C.6.13	Property Management	28
C.6.14	Information Technology (IT) Infrastructure	33
C.6.15	Cybersecurity	33
C.6.16	Critical Interfaces and Integration	34
C.7	CYLINDER MANAGEMENT (FIRM FIXED PRICE)	35
C.7.1	General	35
C.7.2	PORTSMOUTH Cylinder Storage Yards Description	36
C.7.3	PADUCAH Cylinder Storage Yards Description	37
C.8	RELATED SERVICES	40

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 OBJECTIVE

The objective of this Contract is to operate the depleted uranium hexafluoride (DUF6) conversion facilities on DOE property at Paducah, Kentucky and Portsmouth, Ohio in order to convert DOE's inventory of depleted uranium hexafluoride (DUF6; now located at the Paducah Gaseous Diffusion Plant and the Portsmouth Gaseous Diffusion Plant) to a more stable uranium oxide form (UO_x). The inventory of DUF6 is approximately 765,000 metric tons (MT) for Portsmouth and Paducah combined. A second objective is to provide continuing cylinder surveillance and maintenance (S&M) services for the DOE inventory of DUF6, low-enrichment uranium (LEU) hexafluoride (UF6), normal UF6, UO_x, and empty and heel cylinders in a safe and environmentally acceptable manner.

The activities within the scope of this PWS include:

- Provide S&M for the DUF6 conversion facilities and associated equipment.
- Operate the conversion facilities to convert the DUF6 from the inventory at Paducah and Portsmouth to uranium oxide.
- Reuse, store, and/or transport and dispose of the DUF6 conversion process end-products and wastes. Transport and disposition of oxide will be under a separate work statement.
- Sell the aqueous hydrofluoric acid (AqHF) product.
- Provide S&M services for the cylinder storage yards.

This work is to be performed in compliance with all applicable Federal, State, and local laws and regulations, Executive Orders, DOE Orders (and other types of Directives), Regulatory Permits, and Agreements and Orders (See Section J, Attachments J-1, J-2 and J-3) while achieving the aforementioned objectives.

C.2 BACKGROUND

C.2.1 Storage and Disposition of Depleted Uranium

- C.2.1.1 DOE has the programmatic responsibility for the Government's DUF6 inventory as the successor of the Atomic Energy Commission and the Energy Research and Development Administration. The chemical and physical characteristics of DUF6 pose potential health risks, and the material must be handled accordingly.
- C.2.1.2 Since the 1950s, DUF6 has been stored at Oak Ridge TN, Paducah KY, and Portsmouth OH in large steel cylinders. Cylinders formerly at Oak Ridge have been relocated to Portsmouth, where storage continues along with storage at Paducah. Most cylinders have a 12-metric-ton capacity and are 12 ft. long by 48 inches in diameter, with a steel wall thickness of 5/16 in. Similar but smaller

cylinders are also in use, and at Paducah there are several 19-ton (CV19) cylinders made of former UF6 gaseous diffusion conversion shells. During storage, a cylinder contains predominantly DUF6 in solid phase contact with DUF6 vapor at less than atmospheric pressure. The DUF6 cylinders managed by DOE at the two sites are typically stacked two cylinders high in the cylinder storage yards.

- C.2.1.3 Since 1990, DOE's cylinder management has focused on the ongoing S&M of the cylinders containing DUF6. Public Law (P.L.) 105-204, signed by the President in July 1998, directed the Secretary of Energy to prepare and submit to Congress a plan to ensure that all funds accrued on the books of the United States Enrichment Corporation (USEC) for the disposition of DUF6 will be used for the construction and operation of plants to treat and recycle DUF6 consistent with the National Environmental Policy Act (NEPA). In July 2002, Congress passed additional legislation in P.L. 107-206 that reiterated the intent to build two facilities, one at Paducah and one at Portsmouth. The legislation also called for the transportation of cylinders containing DUF6 from Oak Ridge to Portsmouth for conversion, required DOE to award a contract for the project within a month of the President's signature, and moved the construction start date to July 31, 2004. Any conversion plants that resulted from this procurement would convert the DUF6 to a more stable chemical form that would be suitable for either beneficial use or disposal.
- C.2.1.4 DOE announced availability of a draft Request for Proposals (RFP) on July 30, 1999, for a contractor to design, construct, and operate the DUF6 conversion facilities at the Paducah and Portsmouth uranium enrichment plant sites. On October 31, 2000, DOE issued a final RFP to procure a contractor to design, construct, and operate DUF6 conversion facilities at the Paducah and Portsmouth plant sites. In August 2002, DOE signed Contract No. DE-AC-05-02OR22717 with Uranium Disposition Services, LLC (UDS) for the DUF6 Conversion Project. The UDS contract ran from August 2002 through March 2011. The UDS contract included design, construction and initial operation of the project facilities. In May 2008, the Portsmouth plant reached the Physical Construction Complete milestone and in December 2008 the Paducah plant reached the Physical Construction Complete milestone. In May 2010, DOE gave its approval to the Portsmouth plant to commence hot functional testing after extensive system testing and operational readiness reviews. The Paducah plant obtained similar approval in September 2010. The plants have converted over 40,000 metric tons of DUF6 through FY 2014.

C.2.2 Site Information

The Paducah Gaseous Diffusion Plant is located in western McCracken County, 15 miles west of Paducah, Kentucky, between U.S. Highway 60 and the Ohio River and consists of approximately 115 buildings and structures. A single rail system serves the site with a spur that accesses both the oxide and AqHF load-out areas. Facilities utilized for the gaseous diffusion enrichment operations have been placed in stand-by, or are undergoing the process of deactivation and dismantlement (D&D). The Portsmouth Gaseous

Diffusion Plant is located 23 miles north of Portsmouth near Piketon, Ohio, on U.S. Highway 23. A single rail system serves the site. Facilities required for the gaseous diffusion operations have been placed in stand-by, or are undergoing the process of D&D. Contractor management and project support activities are also located at Lexington, KY near the DOE Portsmouth Paducah Project Office (PPPO).

C.3 TRANSITION OPERATIONS PHASE (WBS element: TRAN)

- C.3.1 After receiving a written Notice to Proceed (NTP) from the DOE Contracting Officer (CO), the Contractor shall begin transition operations activities in accordance with the terms of the Contract. The Transition Operations Phase shall be completed within 90 days of receipt of the NTP, and at its conclusion, the Contractor shall assume full responsibility for the conversion facilities operation and cylinder S&M. During completion of the Transition Operations Phase, the Incumbent Contractor shall continue Operations.
- C.3.2 The Contractor shall implement the approved **Transition Operations Plan (TOP)**, submitted with the Contractor's proposal, which will guide the first phase of Contract activities. The Plan shall cover the Transition Operations Phase, which shall occur within the 90-day period after the CO issues the NTP. Completion of the Transition Operations Phase shall result in transition of operational responsibility for the conversion facility and cylinder S&M from the Babcock and Wilcox Conversion Services (BWCS) Incumbent Contractor to the Contractor.
- C.3.3 The CO will include in the NTP that the TOP has been approved and designated as revision 0. The Contractor shall manage the first 90 days following the CO's NTP according to the approved TOP and any additional guidance from the CO. Refer to Attachment J-8, List of Deliverables for detailed instructions, requirements, and schedule for the submission of reports, plans, and other required documents during the Transition Operations Phase.
- C.3.4 The Transition Operations Phase shall include the following activities, which shall be described in the **Transition Operations Plan**. In addition, a schedule of these activities shall be included within the **Transition Operations Plan** for this 90-day Transition Operations Phase.
 - C.3.4.1 Description of a communication process among DOE, the Incumbent Contractor, Incumbent Contractor's subcontractors, Contractor employees, and other contractors or tenants at Lexington, and at the Portsmouth and Paducah sites;
 - C.3.4.2 Identification of all transition issues and milestones, including transition of the cylinder S&M responsibilities;
 - C.3.4.3 Identification of a Contractor transition team (inclusive of consultants and teaming partners);
 - C.3.4.4 Identification and transfer as appropriate of work and planning packages (direct and indirect) and budgets for Incumbent Contractor's subcontractors;

- C.3.4.5 Implementation of human resource management consistent with Workforce Transition and Contractor Human Resources Management requirements as described in Section H, Clauses H.3 through H.11;
- C.3.4.6 Implementation of existing or proposed management and operating systems (e.g., project management, Integrated Safety Management, operating procedures, electronic data processing, budget and planning, accounting, purchasing, compensation, labor/payroll, indirect and direct costs, property management, billing and estimating);
- C.3.4.7 Assumption of all Environmental, Safety and Health (ES&H) responsibilities, functions, and activities;
- C.3.4.8 Development of all interface control documents;
- C.3.4.9 Assumption of permits, applications, licenses, and other regulatory documents (see Attachment J-3);
- C.3.4.10 Performance of physical walk-downs of the facilities and equipment with the Incumbent Contractor;
- C.3.4.11 Review of as-built drawings and technical specifications with the Incumbent Contractor; review all open issues in the Issues Management System (see C.6.10.3) with the Incumbent Contractor; and review all Plant Systems and their operations, all open and planned equipment modifications, and all work and planning packages with the Incumbent Contractor, including management from Operations, Maintenance, and Engineering;
- C.3.4.12 Assumption of Authorization Basis documents and Documented Safety Analysis process;
- C.3.4.13 Development of a schedule and milestones for finalization of required deliverables as described in Attachment J-8 List of Deliverables.
- C.3.4.14 Development of written programs, policies, procedures, and plans associated with facility operations, including cylinder S&M. Documents developed by the Incumbent Contractor will be made available to the Contractor, which the Contractor is encouraged to evaluate and revise for its use.
- C.3.4.15 Within 60 days of NTP, the Contractor shall review the existing **Cylinder Surveillance and Maintenance Plan (see Attachment J-8, List of Deliverables)** and revise this Plan, if necessary, to effectively integrate cylinder S&M with conversion facility operations and cylinder yard activities. Any revisions shall be submitted to the CO for approval, and must be approved by the CO prior to the Contractor's performing cylinder S&M after the Transition Operations Phase.

- C.3.4.16 Within 60 days of NTP, the Contractor shall review the existing **Conversion Facilities Operations and Maintenance Plan (see Attachment J-8, List of Deliverables)**, and revise this Plan if necessary. This summary Plan shall address activities including conversion operations, cylinder sequencing, staffing, staff training, shift operations including facility maintenance, and development of procedures and policies for equipment inspection and maintenance, and parts replacement and spares. Any revisions shall be submitted to the CO for approval, and must be approved by the CO prior to implementation..

The Plan shall also address how the Contractor will manage a curtailment or suspension of plant operations caused by unforeseen events. The Contractor shall consider the cost benefit trade-off between continuing operations and temporary shutdown; the Plan shall consider the potential damage to equipment, the potential health, safety or environmental hazards or risks, and the potential impact to the operations personnel.

- C.3.4.17 Within 30 days of NTP, the Contractor shall prepare and submit for CO approval the **Readiness Assessment (RA) Plan (see Attachment J-8, List of Deliverables)** to demonstrate that all activities of the Transition Operations Phase will be completed by the Contractor such that conversion facility operations and cylinder S&M are adequately transitioned from the Incumbent Contractor. The Contractor shall complete the RA and submit the **RA Report (see Attachment J-8, List of Deliverables)** to the CO for approval at least 15 business days prior to completion of the Transition Operations Phase.

- C.3.5 The Contractor shall:

C.3.5.1 After the Contractor completes the Transition Operations Phase activities in accordance with the approved TOP, including any other activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for conversion facility operations and cylinder S&M (**see Attachment J-8, List of Deliverables**).

C.3.5.2 Upon written approval from the CO, the Contractor shall assume full responsibility for conversion facility operations and cylinder S&M, and shall proceed to Conversion Operations on the date of approval specified in writing by the CO.

C.4 CONVERSION OPERATIONS

- C.4.1 The Contractor shall convert DUF6 to UO_x in a safe manner. The following table provides the design capacity of each plant, per the system design description, as well as actual DUF6 conversion in FY 2014:

Site	Plant Design Capacity	FY 2014 Actual DUF6 Converted
Portsmouth Gaseous Diffusion Plant	13,500 MT/yr.	9,976 MT
Paducah Gaseous Diffusion Plant	18,000 MT/yr.	12,620 MT

(WBS elements PA/PO1000)

- C.4.2 The Contractor shall safely process DUF6 cylinders identified in the Cylinder Information Database (CID). The Contractor shall only process lower assay cylinders with less than or equal to 0.25% uranium-235. Cylinders greater than 0.25% uranium-235 shall only be processed upon approval of the CO, based upon the approved **Conversion Facilities Operations and Maintenance Plan (see Attachment J-8, List of Deliverables)**. (WBS elements PA/PO1000)
- C.4.3 The Contractor shall safely process and disposition DUF6 cylinders according to C.4.2 above, irrespective of size, shape, or condition. The Contractor shall process both good and degraded cylinders in a systematic manner and shall not arbitrarily set aside degraded cylinders. Cylinders which are corroded, dented, breached, or otherwise present a greater hazard in storage shall not be excluded from conversion operations and must be converted according to the approved **Conversion Facilities Operations and Maintenance Plan (see Attachment J-8, List of Deliverables)** per C.4.2. An annual schedule for processing good and degraded cylinders shall be submitted to the CO for review/approval by October 1 of each Fiscal Year and at the conclusion of the TOP. (WBS element PA/PO1000)
- C.4.4 The Contractor shall operate and maintain the conversion facilities in accordance with DOE Order 422.1 “Conduct of Operations,” requirements of the Section I clause entitled “DEAR 970.5204-2 Laws, Regulations, and DOE Directives”; and applicable permits and licenses to convert DUF6 inventory to the chemically stable form. (WBS elements PA/PO1000, 1300)
- C.4.5 The Contractor shall be responsible for any pre-conversion confirmation of cylinder contents and conditions necessary to establish that the DUF6 feed to the conversion facility will meet the design basis criteria for DUF6 feed as defined in the System Requirements Document. The Contractor also shall be responsible for any characterizations necessary to support applications for and approvals of required operating permits; to ensure subsequent compliance with environmental regulations and the requirements of these permits; to demonstrate compliance with occupational health and safety ordinances; and to quantify, classify, and certify co-products, wastes, effluents, and emissions from the conversion facility. (WBS elements PA/PO1000)
- C.4.6 The Contractor shall be responsible for the safe, compliant storage of the cylinders and products/wastes until these cylinders, co-products, or wastes are transported off-site and dispositioned (either by acceptance for disposal by a licensed waste disposal site or

transfer of title to another entity for use/reuse). The Contractor shall provide the capability to safely store the empty cylinders and products/wastes generated from conversion. AqHF must be continually dispositioned. The method of storage of each of these materials shall be considered in the NEPA and safety analyses. The Contractor shall store radiological waste materials in accordance with DOE Order 435.1 “Radioactive Waste Management” as required by the Section I clause entitled “DEAR 970.5204-2 Laws, Regulations, and DOE Directives.” Storage and packaging of reactive products must conform, as appropriate, to federal, state, and local regulations for chemical hazards. (WBS elements PA/PO1000)

- C.4.7 The Contractor shall retrieve cylinders from the yards and transport them to the conversion facility, per the requirements of Section C.7, Cylinder Management. (WBS elements PA/PO1000 – non-labor only)
- C.4.8 The Contractor shall be responsible for the sale of AqHF product as a sales agent for the Government, according to the requirements of Section H.1, Sales of Conversion Products and Excess Uranium Inventory. The Contractor shall not engage in the sale of other conversion products unless directed by the CO. (WBS elements PA/PO2200)
- C.4.9 All waste shall be processed, packaged, and certified to meet the waste acceptance criteria (WAC) at the federal disposal facility or at another licensed low-level waste (LLW) repository. If the federal disposal facility is chosen by the Department for all or a portion of the material, the Contractor shall transport the material to that site and transfer the material, certified for disposal, to the operating contractor of the federal disposal facility. If another licensed LLW repository is chosen for all or a portion of the material, the Contractor shall be responsible for disposition actions. Disposal of wastes shall be performed in accordance with applicable local, state, and federal regulations. (WBS elements PA/PO2200)
- C.4.10 Transuranic (TRU) wastes (as defined in DOE Order 435.1) are not anticipated to be generated from conversion operations; however, TRU wastes may be found in the remaining, non-volatile heels of some emptied cylinders. The existence of residual TRU wastes in empty cylinders does not preclude their refilling with UO_x , so long as the filled cylinders meet all requirements for transportation and disposition. Damaged or otherwise unsuitable cylinders shall not be filled with UO_x . A nearly empty cylinder with a TRU heel may result in an overall TRU concentration of greater than 100 nCi/g, which may need to be treated as TRU waste as defined by DOE O 435.1. (WBS elements PA/PO1000)
- C.4.11 As-built drawings of all DUF6 project facilities shall be maintained current throughout the term of this Contract. Status of the as-built drawings shall be annually sent to the CO by October 1 of each Fiscal Year (**see Attachment J-8, List of Deliverables**). (WBS elements PA/PO3000)
- C.4.12 The Contractor shall carry out all maintenance activities for DUF6 conversion facilities, cylinder yards and associated equipment in accordance with applicable DOE Orders, including 433.1 “Maintenance Management Program for DOE Nuclear Facilities”, on the DUF6 conversion facility, equipment, support systems, designated railroads, and

vehicles. The maintenance work scope shall include periodic evaluation and revision to the controlling surveillance and maintenance plans, descriptions, and procedures. The Contractor shall manage and provide the surveillance and maintenance services required to maintain reliability and availability of the DUF6 conversion facilities, equipment and systems, and cylinder yards (including maintenance of the cylinders themselves, and any emergency response). The Contractor shall schedule planned outages and manage all outages so as to maximize safety, efficiency and cost effectiveness while minimizing down time. The Contractor shall propose the content of a periodic Maintenance Activity Services Report for the DOE CO (see Attachment J-8, List of Deliverables) describing expected maintenance work in order to assess the level of Maintenance support needed for long term facility operations. Once agreement is reached on the content and periodicity of this report and any adjustments to the Contract value, the Contractor shall provide the report as agreed to by the DOE CO.
(WBS elements PA/PO1000, 1300)

- C.4.13 The Contractor shall provide all necessary non-labor items and services needed to execute the cylinder management activities in Section C.7. Such items and services may include, but are not limited to equipment, supplies, materials and subcontracts.
(WBS elements PA/PO1000)

C.5 PLANT MODIFICATIONS

Modifications to the DUF6 conversion plants may be necessary or desirable to maintain or improve reliability, safety, production rates, or overall efficiency. Potential modifications may be identified by either the Contractor or DOE. DOE has provided estimated annual budget for each site (see L.28), which is part of the basic scope of work. The baseline will describe known modifications and provide budget for planning packages and will document the agreed upon planned modifications. DOE CO may require a detailed submittal or proposal for some modifications based on complexity and cost of the modification. Modifications beyond those agreed to in the baseline list may also be necessary. For these, a proposal shall be requested by the DOE CO detailing the scope of the modification, estimated cost, schedule, and potential benefits. (WBS elements PA/PO 1300)

C.6 PROJECT SUPPORT

Upon receiving a written NTP from the CO, the Contractor shall ensure effective performance of activities necessary to safely operate the conversion facilities and carry out the cylinder management activities. The following paragraphs of this Section define the Department's requirements to manage the conversion operations as a DOE project, and in accordance with all applicable DOE programmatic requirements (e.g., safety, regulatory compliance, security, quality assurance, records management). For the interface with other DOE site contractors see Section J, Attachment J-4 "DUF6 Services & Contract Interface Requirements Matrix."

C.6.1 Project Management (WBS element LX1000)

- C.6.1.1 The Contractor shall prepare and submit for DOE approval the **Project Management Plan (see Attachment J-8, List of Deliverables)** that describes the Contractor's project management system. The Contractor shall execute the Plan upon DOE approval. The Plan shall address the

contractor's approach to performance measurement, work control and reporting, consistent with Section H.66 "Integrated Contractor Work Control Systems and Reporting Requirements (July 2012).

- C.6.1.2 The Contractor shall assist in the performance of all applicable project reviews that may include, but are not limited to, Independent Project Reviews (IPRs); quarterly project reviews; safety, security, and quality assurance assessments; and periodic reviews of project performance.

C.6.2 Waste Management

- C.6.2.1 The Contractor is responsible for and shall perform activities related to waste management, which include waste generation, packaging and transportation (per requirements in DOE O 460.1C and DOE O 460.2A), storage, treatment, sampling and analysis, waste minimization, waste certification, and disposal associated with DUF6 processing and related operations. Within 60 days of NTP, the Contractor shall review, revise as necessary and submit any revisions for CO approval the **Waste Management Plan (see Attachment J-8, List of Deliverables)**. This Plan shall be implemented upon assumption of full responsibility for conversion facility operations. This Plan shall describe how each identified waste is generated and how it is to be managed from the point of generation to disposal. The Plan shall include the quantities, methods, and timetables for the management of each waste stream. The Contractor shall revise the Plan as needed, whenever changes are made that affect waste management. Changes to the Plan shall be subject to CO approval. The Contractor shall notify the CO if no revisions to the Plan are needed. (WBS elements PA/PO2200)

- C.6.2.2 The DOE is responsible for ensuring that a waste disposition pathway exists for radioactive waste and/or the radiological component of any mixed wastes. Disposition pathways may include a DOE-owned and operated site or a privately-owned and operated site. The Contractor shall assist the DOE in identifying disposition pathways and in preparing documentation necessary to demonstrate each waste stream's compliance with the receiver site's waste acceptance criteria (WAC). The Contractor shall also assist DOE with preparation of additional documentation (e.g., certification program descriptions, briefing slides, etc. for interactions with DOE and/or U.S. Environmental Protection Agency (EPA) officials, state governments, members of the public, and/or representatives from the candidate waste disposal sites.) (WBS elements PA/PO2200)

- C.6.2.3 Waste Disposition Requirements

The Contractor shall store, characterize, process, package, transport, and dispose of waste in accordance with applicable laws, regulations, and DOE directives referenced herein. The types of waste include, but are not limited to: low-level waste (LLW), mixed low-level waste (MLLW), industrial waste,

sanitary waste, and hazardous waste. Waste is considered disposed of when it has been shipped to, and accepted for final disposition at, a properly licensed and permitted disposal site. The Contractor shall avoid generating waste with no pathway for disposal.

For LLW and/or MLLW resulting from conversion operations, the Contractor shall:

1. Manage and dispose of waste in accordance with the Contractor Requirements Document (Attachment 1) of DOE Order 435.1.
2. Establish and maintain an approved waste acceptance certification program, in accordance with disposal site requirements.
3. Prepare exemption requests in accordance with DOE Order 435.1 and associated DOE manuals and guides referenced herein for use of commercial disposal facilities, if commercial disposal options are being pursued.
4. Prepare waste profiles as required and obtain disposal site approval.
5. Ensure the final waste form is compliant with the disposal site WAC, applicable site permits and licenses and Resource Conservation and Recovery Act (RCRA) Land Disposal Restrictions (LDR).
6. Prepare required procedures, work plans, and waste shipping forecasts for processing and disposing of waste.
7. Process and treat the waste as required to meet disposal site WAC and LDR, as applicable.
8. Utilize disposal-site approved disposal containers for the waste.
9. Coordinate with the disposal sites and be the shipper of record for waste being shipped to disposal sites.
10. Prepare the waste for transport to the disposal facility.
11. Ship the waste from the conversion facility to the proposed waste disposal site.
12. Safely and compliantly store waste that is awaiting disposal.

Operation of the conversion facilities and storage of the waste shall not be constrained by uncertainty associated with the selection of the disposal sites.

For hazardous and industrial waste, the contractor shall:

1. Prepare waste profiles as required and obtain disposal site approval.
2. Obtain final waste form certification from disposal sites.
3. Prepare all required procedures, work plans, etc., for processing hazardous and industrial waste.

4. Process and treat the waste as required to meet disposal site WAC and RCRA LDR, as applicable.
5. Procure disposal site approved disposal containers for the hazardous and industrial waste.
6. Coordinate with the disposal sites and be the shipper of record for hazardous and industrial waste being shipped to disposal sites.
7. Prepare the hazardous and industrial waste for transport to the disposal facility.
8. Safely and compliantly store hazardous and industrial waste that is awaiting disposal.
9. Load and ship hazardous and industrial waste for disposal. (WBS elements PA/PO2200, 3000)

C.6.2.4 Waste Interfaces

The Contractor shall maintain liaison with the following:

1. DOE and contractors at federal and/or commercial LLW/MLLW disposal facilities. Activities include:
 - a. Implementation of DOE Order 435.1.
 - b. Maintenance of the DUF6 project Waste Certification Program.
 - c. Development of waste disposal profiles for LLW and MLLW.
 - d. Characterization and certification of LLW and MLLW.
 - e. Shipment and disposal of LLW and MLLW.
 - f. Support with preparation of documentation for meetings with DOE and US EPA officials, State governments, members of the public, and/or representatives from the waste disposal sites.
2. Other DOE sites. Activities include:
 - a. Consultation support for other DOE waste generators to ensure proper waste preparation and demonstration activities.
 - b. Integration activities as necessary for transfer of waste, samples, etc. to or from other sites.
 - c. DOE Office of Disposal Operations integration activities, e.g., annual waste forecasts, bi-weekly LLW/MLLW conference calls, and lessons learned.
 - d. DOE's Office of Health, Safety and Security, and the Office of Disposal Operations regarding the preparation of commercial exemptions, as appropriate, in accordance with DOE Order 435.1 and implementing documents.

(WBS elements PA/PO2200)

C.6.2.5 Waste Disposition Alternatives

As directed by DOE, the Contractor shall perform value engineering and cost benefit studies to evaluate alternate packaging and loading, to reduce the cost of waste disposition. (WBS elements PA/PO2200)

C.6.3 Conversion Product Management

The Contractor shall review, revise as needed, submit any revisions for CO approval, and (once approved) execute the **Conversion Product Management Plan (see Attachment J-8, List of Deliverables)**, within 60 days of NTP. This Plan shall describe how each identified product is generated and how it is to be managed from the point of generation to disposition. The Plan shall include the quantities, methods, and timetables for the management of each product stream. The Plan shall be maintained and revised whenever changes are made that affect product management. Changes to the Plan shall be subject to CO approval. The Contractor shall notify the CO if no revisions to the Plan are needed. The Contractor shall be responsible for the sale of AqHF and disposition of any other conversion product, if specifically directed by the DOE per Section H, clause entitled “Sales of Conversion Products and Excess Uranium Inventory.” The Contractor shall ensure that the product presented for sale meets the DOE-authorized unrestricted use limit of radioactive material contained therein. The Contractor shall review the Plan annually, and submit any needed revisions for CO approval. (WBS elements PA/PO2200)

C.6.4 Radiation Protection (WBS element LX1300, PA/PO3000)

The Contractor shall be fully responsible for radiation protection of workers, the public and the environment, and shall review, revise as necessary and submit any revisions for DOE approval, and (once approved) execute an approved **Radiation Protection Program (RPP) (see Attachment J-8, List of Deliverables)]** in accordance with 10 CFR 835 “Occupational Radiation Protection” and DOE Order 458.1, “Radiation Protection of the Public and the Environment”. The Contractor shall submit the RPP to the CO for review and approval within 30 days of NTP. In addition, if significant changes are proposed to the RPP, the Contractor shall submit the proposed changes to the CO for review and approval at least 90 days prior to implementing the changes. Following initial approval of the RPP, the Contractor shall update the RPP on an annual basis and as otherwise needed, and submit any updates for CO approval.

The Contractor shall establish and implement an Environmental Radiological Protection Program (ERPP) (see Attachment J-8, List of Deliverables) to protect the public and environment against undue risk from radiation associated with its radiological activities. The program shall meet the requirements of DOE O 458.1, “Radiation Protection of the Public and the Environment,” and ensure specified public dose limits are not exceeded. The Contractor shall submit the ERPP to the CO for review and approval within 60 days of NTP. In addition, if significant changes are proposed to the ERPP, the Contractor shall submit the proposed changes to the CO for review and

approval at least 90 days prior to implementing the changes. Following initial approval of the ERPP, the Contractor shall update the ERPP on an annual basis and as otherwise needed, and submit any updates for CO approval.

C.6.5 National Environmental Policy Act (NEPA) (WBS element LX1300)

- C.6.5.1 The Contractor shall be responsible for preparation of additional NEPA documentation required to complete the scope of work. The Contractor shall advise DOE of the requirement to prepare additional NEPA documentation, shall provide DOE with draft NEPA documentation for review and comment, and shall incorporate DOE comments in the final NEPA document. The Contractor shall reproduce and distribute the appropriate number of final NEPA documents, as requested by the DOE. NEPA documents shall be prepared in accordance with 40 CFR 1500-1508, the Department's implementing regulations for NEPA found at 10 CFR 1021, and DOE O 451.1B "National Environmental Policy Act Compliance Program."
- C.6.5.2 The Contractor shall support the NEPA compliance activities of the DOE. The support will include, as examples, responding to questions from the NEPA compliance team, upon DOE request sending one or more subject matter experts to support the DOE at public meetings, and providing updated data to the NEPA team at specified intervals. The NEPA team may include federal personnel as well as non-federal personnel affiliated with contract vehicles separate from this Contract.

C.6.6 Regulatory Management (WBS element LX1300; PA/PO3000)

- C.6.6.1 The Contractor shall be responsible for permits, applications, licenses, and other regulatory documents required by the Contract (See Section H and Section I). The Contractor shall review, revise as necessary, and submit revisions for CO approval, the **Regulatory and Permitting Management Plan (see Attachment J-8, List of Deliverables)**. The Contractor shall execute revisions to the Plan upon CO approval. The Contractor shall notify the CO if no revisions to the Plan are needed. This Plan shall describe the strategy for ensuring that the conversion facilities are operated in accordance with applicable requirements as required by the Section I clause entitled "DEAR 970.5204-2 Laws, Regulations, and DOE Directives." The Plan shall include a schedule of regulatory and permitting actions. The schedule shall identify major milestones and critical actions necessary to ensure that licenses and permits have been obtained. The Contractor shall review the Plan annually, revise as necessary, and submit revisions to DOE for approval prior to implementation.
- C.6.6.2 The Contractor shall incorporate the following requirements, at a minimum in the **Regulatory and Permitting Management Plan (see Attachment J-8, List of Deliverables)** and shall comply with the requirements and all amendments:

- C.6.6.2.1 The agreement, dated February 24, 1998, entitled “Ohio EPA Director’s Final Findings and Orders” (DFF&O) as amended on June 24, 2005, February 21, 2008, March 28, 2011 and October 1, 2013 (See Section J, Attachment J-3).
- C.6.6.2.2 The letter, “To William Murphie, PPPO, from Margaret M. Guerriero, Director, Waste, Pesticides and Toxics, US EPA, TSCA Approval for Storage for Disposal of PCB Bulk Product (Mixed) Waste (paint with 50 ppm or greater PCBs on cylinders containing radioactive material) U.S. DOE Portsmouth Gaseous Diffusion Plant, Portsmouth, OH, June 1, 2005” (See Section J, Attachment J-3).
- C.6.6.2.3 The Commonwealth of Kentucky Natural Resources and Environmental Protection Cabinet Agreed Order, October 3, 2003. (See Section J, Attachment J-3.)
- C.6.6.3 At the request of DOE, the Contractor shall negotiate in good faith and become a party and signatory to such future regulatory agreements or orders, as DOE may deem appropriate for the work performed pursuant to this Contract.

C.6.7 Integrated Safety Management (WBS Elements LX1300, PA/PO3000)

- C.6.7.1 Protection of workers, the public, and the environment are fundamental responsibilities of the Contractor and a critically important performance expectation. The Contractor’s ES&H program shall be operated as an integral and visible part of how the organization conducts business. A key element will be to implement DOE Policy 450.4A, “Integrated Safety Management Policy,” which includes prioritizing work planning and execution, establishing clear ES&H priorities, and allocating the appropriate level of trained and qualified resources to address programmatic and operational considerations. The Contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ES&H performance.
- C.6.7.2 The Contractor shall, within 60 days of NTP, review, revise as necessary, submit any revisions for CO approval, and (once approved) execute the approved **Integrated Safety Management System (ISMS) Plan (see Attachment J-8, List of Deliverables)**. The Contractor shall provide updates to this Plan, as needed, and submit to the CO for approval. The Contractor shall notify the CO if no revisions to the Plan are needed. The Plan shall be prepared in accordance with the Section I clause entitled “DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution.” Documentation of the Plan shall describe how the Contractor will (1) define the scope of work; (2) identify and analyze hazards associated with the work; (3) develop and implement hazard controls; (4) perform work within controls; and (5) provide feedback on the adequacy of controls and

continue to improve safety management. The Contractor shall manage and perform work in accordance with this Plan.

- C.6.7.3 The Contractor shall perform activities in compliance with applicable health, safety, and environmental laws, orders, regulations, and national consensus standards; and governing agreements, permits, and orders executed with regulatory and oversight government organizations. The Contractor shall take necessary actions to preclude serious injuries and/or fatalities, keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, the public, and worker safety and health.
- C.6.7.4 Incorporating integrated line management, the Contractor shall put in place a system that clearly communicates the roles, responsibilities, and authorities of line managers. The Contractor shall hold line managers individually accountable for implementing necessary controls for safe performance of work in their respective areas of responsibility. The Contractor shall establish effective management systems to identify deficiencies, resolve them in a timely manner, ensure that corrective actions are implemented (addressing the extent of conditions, root causes, and measures to prevent recurrence), and prioritize and track commitments and actions. The Contractor shall evaluate ES&H performance in selection of its subcontractors and incorporate ES&H requirements into subcontracts.
- C.6.7.5 The Contractor shall review, revise as necessary, , submit any revisions for CO approval, and (once approved) execute the approved **Worker Safety and Health Program (WSHP) (see Attachment J-8, List of Deliverables)** compliant with requirements appearing in 10 CFR 851. The Contractor shall notify the CO if no revisions to the Plan are needed. The Contractor shall ensure that its WSHP addresses and encompasses all of the work to be performed under this Contract. The WSHP shall also be applicable to the Contractor's subcontractors performing work. The Contractor shall ensure that all subcontractors performing work comply with the WSHP. Annually, the Contractor shall submit either an updated WSHP to the CO for approval or a letter stating that no changes are necessary in the currently approved WSHP.
- C.6.7.6 The Contractor shall report occupational safety & health information as required in Attachment 3 to DOE O 231.1B, Environment, Safety and Health Reporting, including but not limited to, electronic submission of injury and illness reports using the Computerized Accident/Incident Reporting System (CAIRS).
- C.6.7.7 During the Transition Operations Phase, the Contractor shall review and adopt the existing **Documented Safety Analyses (DSAs) and Technical Safety Requirements (TSRs) (see Attachment J-8, List of Deliverables)**. The Contractor shall operate the facilities in accordance with the DOE approved DSAs and TSRs. The Contractor shall provide annual updates to these documents as required by 10 CFR 830.204 and 205. The DSA updates for the

Portsmouth and Paducah sites shall evaluate hazards, including nuclear, chemical, and natural phenomena hazards, and shall assess the impact of these events on the safe operation of the conversion facilities.

C.6.7.8 Safety-Significant Systems, Structures, and Components (SS SSCs) shall comply with appropriate codes and standards identified in DOE Guide 420.1, March 2000. The following components have been identified as safety-significant based on the hazard analyses and are documented in the current DSAs. Refer to the latest DOE approved DSAs for Portsmouth and Paducah.

- Autoclave containment boundary
- Autoclave isolation valves
- DUF6 piping pressure boundary
- UF6/ UO₂F₂ detectors
- Hydrogen detectors
- Conversion Building hydrogen isolation valve
- Hydrogen piping pressure boundary
- HF receiver tanks
- HF receiver tank isolation valves
- HF vapor detectors
- HF storage tanks
- HF storage tank isolation valves
- Secondary HF liquid confinement
- Aqueous HF piping pressure boundary
- Off-gas piping pressure boundary
- Vehicle barriers
- Independent Safety System
- Conversion Unit
- Cylinder Evacuation Room (CER) cylinder temperature element
- Conversion Building
- Standard DUF6 feed cylinder
- Cylinder Transfer System CER DUF6 header isolation valve
- Grading and curbing
- Fire suppression system

C.6.8 Safeguards & Security (S&S) (WBS elements PA/PO3000)

C.6.8.1 The Contractor shall perform S&S functions for DOE DUF6 Conversion Project Operational Site Security oversight/operations at the Portsmouth & Paducah Sites in accordance with applicable Federal Laws, Executive Orders, Departmental Directives (Section J, Attachment J-1, List A and Attachment J-2, List B). The Contractor shall coordinate with the appropriate Portsmouth or Paducah Officially Designated Security Authority (ODSA), which is responsible for administering the S&S Program for all DOE personnel, prime

contractors and others having official business on the respective Portsmouth and Paducah Sites. PPPO is the Officially Designated Federal Security Authority (ODFSA) for both sites. The Portsmouth and Paducah ODSAs provide Safeguards oversight of the Nuclear Materials Controls and Accountability (MC&A). The ODSAs at Portsmouth and Paducah are responsible for evaluating the DUF6 Conversion Project Operational Site Security Plans for concurrence with established site security process.

The Contractor shall develop, document, implement, and submit for DOE approval the following two deliverables: 1.) **The Paducah DUF6 Conversion Project Operational Site Security Plan (SSP) (see Attachment J-8, List of Deliverables)** and 2.) **The Portsmouth DUF6 Conversion Project Operational Site Security Plan (SPP) (see Attachment J-8, List of Deliverables)**. The respective plans shall be included as an addendum to the ODSA SSP for each site. The ODSA will review the DUF6 Conversion Project Operational SSP, and verify that the DUF6 Conversion Project Operational SSP is consistent with the ODSA SSP, site security procedures, and all applicable DOE Directives referenced herein.

The Contractor shall conduct S&S activities, as approved by the ODFSA, to ensure that the assumptions and approved operating conditions are necessary and sufficient to protect national security and property assets, as well as the public, DOE employees, and Contractor employees at both sites from malevolent actions by adversaries. The Contractor shall coordinate with the appropriate ODSA to prepare, revise and execute the DUF6 Conversion Project Operational Site portion of the SSP for the Portsmouth and Paducah Sites. The Contractor shall prepare timely updates to the SSPs, as required, and shall provide the updates to the ODSA. The SSPs shall at a minimum be updated annually and/or when significant changes occur. The SSPs shall be a compendium of plans for meeting the DOE S&S requirements. The Contractor's portion of the SSP shall at a minimum include the methodology for the physical protection of the conversion facilities, Information Security, MC&A, and Personnel Security and shall detail the S&S protection strategy for DOE assets at the DUF6 Conversion Projects at Paducah and Portsmouth.

The SSP is the approved method for conducting security operations at a facility or site. The SSP must reflect security operations at the Portsmouth and Paducah DUF6 Conversion Projects at all times. The SSP must describe in detail, either in its content or in combination with other explicitly referenced documents, all aspects of S&S operations occurring at the location and must include documentation of any deviations from national or DOE requirements. The SSP must be based on in-depth analysis of considerations specific to the location and the assets and interests to be protected.

The Contractor shall ensure that the SSP is supported by a sufficient analytical basis to establish that protection requirements will be met if the SSP is completely and effectively executed. The analytical basis shall include, as applicable, qualitative and quantitative simulations, performance test results,

and/or expert analysis that reflect the complexity of facility/site operations and the consequences of loss or unauthorized access or use of the security assets present.

The DUF6 Conversion Project Operational Site portion of the SSP shall include protection of Export Controlled Information (ECI) in accordance with 15 CFR 730-774, Export Administration Regulations (EAR) and Unclassified Controlled Nuclear Information (UCNI) in accordance with the requirements of 10 CFR 1017, Identification and Protection of Unclassified Controlled Nuclear Information. The SSP shall also include a sabotage vulnerability assessment covering aspects of facility operation, which might have an unacceptable impact on personnel, the public, or the environment. The SSP shall be coordinated with other onsite activities, including Emergency Management (DOE O 151.1C, Comprehensive Emergency Management System), to ensure adequate protection of the conversion facilities and uranium-bearing materials. The ODFSA shall approve the SSP and any updates thereafter.

C.6.8.2 Access Authorizations. The scope of the DUF6 Conversion Project operations will require a limited number of individuals to have unescorted access to Limited Areas (LA) at both the Portsmouth and Paducah sites. This access will require the Contractor (and any tier parents, if applicable) to have a Non-Possessing Facility Clearance (FCL) at the L level for access to National Security Information (NSI) and Confidential Restricted Data (CRD). The FCL must be in place prior to Contract award.

Following the favorable approval of a FCL, the Contractor shall appoint a (local to each site) Facility Security Officer (FSO), who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance level. The Contractor shall appoint a MC&A Representative who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance level. All Key Personnel, who will be determined on a case-by-case basis and defined in the proposal, shall possess or be in the process of obtaining DOE clearances at the “L” level or higher.

Information Technology (IT) System Administrators of Environmental Management (EM) owned systems, shall possess active DOE clearances at the “L” level or higher.

The Contractor management shall determine based on a “need to know” basis those contractor personnel requiring access authorizations for access to LAs and/or classified information or matter or special nuclear material (SNM). The determination(s) for access authorizations must be approved by DOE Portsmouth/Paducah Project Office (PPPO). Following is a list of activities for which the personnel involved may require access authorizations:

- DOE cylinder inspections in the LA

- DUF6 project Fire Alarm/Fire Protection monitoring/support/assessments
- Emergency Management Operations (Drill & Exercise Committee Members, Emergency Management Planning, Drill and Exercise briefings/critiques, Emergency Action Levels (EALs) development, Emergency Operations Center (EOC) Training and members of the EOC Cadre)
- Incidents of Security Concern
- Maintenance on Cylinder Yard Equipment
- MC&A activities
- Nuclear Safety support in security assessments/discussions
- OPSEC Working Group Meetings
- Shared site issues discussions
- IT/Cyber employees

The Contractor shall modify subcontracts to incorporate new or revised DOE Safeguards & Security Directives into subcontracts as necessary and appropriate. For those contracts involving classified information, applicable security clauses are included in the subcontract general terms and conditions, and Contract Security Classification Specification (CSCS) forms are submitted to the site ODSA for processing.

- C.6.8.3 MC&A. The Contractor shall safeguard against the loss, theft, diversion, unauthorized access, misuse, or sabotage of radioactive materials and radioactive sealed sources in accordance with DOE Policies. The Contractor shall develop, document, implement, and maintain a Nuclear Material Control and Accountability (MC&A) Plan (**see Attachment J-8, List of Deliverables**) in accordance with DOE O 474.2, “*Nuclear Material Control and Accountability.*” The Contractor shall submit the MC&A Plan to the CO and the ODFSA for approval within 45 days of NTP. The Contractor shall update the Plan as required. Each update to the MC&A Plan shall be submitted to the CO and the DOE ODFSA for review and approval prior to implementation.

The MC&A Plan shall include the Contractor’s methodology for material control and accountability for uranium feed and conversion products. The CO and the ODFSA must approve the MC&A Plan, and any updates, prior to the Contractor assuming cylinder surveillance and maintenance responsibilities. The Contractor shall develop, document, implement, and maintain an MC&A Program that conforms to the approved MC&A Plan and any additional direction provided by DOE. The Contractor shall ensure that the requirements of the approved S&S directives, plans and procedures flow down to the subcontractors, at any tier, to the extent necessary to ensure subcontractor compliance with the Portsmouth and Paducah Site S&S Programs.

C.6.9 Emergency Management (WBS elements PA/PO3000)

- C.6.9.1 The Contractor shall provide support to DOE by participating in the sites' Emergency Management programs including planning, preparedness, response, recovery, and readiness assurance per DOE O 151.1C.
- C.6.9.2 The Contractor shall, within 60 days of NTP, review, revise as necessary, submit any revisions for CO approval, and (once approved) execute **DUF6 Emergency Plan (see Attachment J-8, List of Deliverables)** and implementing procedures in coordination with the site's Emergency Management Program. The Contractor shall review the Plan annually, and submit any revisions to the CO for approval.
- C.6.9.3 The Contractor shall coordinate with the DOE Emergency Management Lead contractor to provide adequate staff to support the EOC and the Joint Public Information Center efforts for their operations to ensure that adequate support is available to respond to an emergency. The EOC and Joint Public Information Center for each site is provided by the DOE Emergency Management Lead contractor with specific support from other DOE contractors.
- C.6.9.4 The Contractor shall coordinate with the DOE Emergency Management Lead contractor in developing and participating in a drill and exercise program that is compliant with DOE Order 151.1C. The Contractor must participate in each site's training and drill/exercise program.
- C.6.9.5 The Contractor shall prepare and submit for CO approval **Emergency Planning Hazard Surveys and Emergency Planning Hazard Assessments (see Attachment J-8, List of Deliverables)** at least every three years or whenever a major change affecting the hazards occurs. The Contractor shall develop and update as needed, site/facility-specific Emergency Action Levels (EALs) for the spectrum of potential Operational Emergencies identified by the Emergency Planning Hazard Assessment to include protective actions for implementation in the Site Emergency Program.
- C.6.9.6 The Contractor shall coordinate with the Site Lead Emergency Preparedness Contractor and submit required DUF6 information for CO approval to be included in the **Site Integrated Emergency Readiness Assurance Plan (ERAP) (see Attachment J-8, List of Deliverables)** per DOE Order 151.1C.
- C.6.9.7 The Contractor shall, within 60 days of NTP, review, revise as necessary, and submit any revisions for CO approval, DUF6 Continuity of Operation Plan information to be included in the **Site Integrated Continuity of Operations Plan (COOP) (see Attachment J-8, List of Deliverables)** in coordination with the site's COOP program per DOE O 150.1. The Contractor shall review the Plan on an annual basis and submit any revisions to the CO for approval.

C.6.10 Quality Assurance Program (WBS elements LX1300, PA/PO3000)

The Contractor shall review, revise as needed, submit any revisions for CO approval, and (once approved) execute and continually improve the approved organization-specific the **Quality Assurance Program (QAP)** (see **Attachment J-8, List of Deliverables**) in accordance with DOE Order 414.1D, Quality Assurance, Attachment 1 Contractor Requirements Document (CRD); EM-QA-001, EM Quality Assurance Program, Rev. 1; and, associated DOE directives referenced herein (i.e. Policies, Guides, Manuals, and Orders). The QAP shall be submitted to the CO for approval within 60 days of the NTP and CO approval must be received prior to assuming full responsibility for conversion facility operations.

The Contractor shall perform a QAP effectiveness review annually, and submit to DOE (see Section J, Attachment J-8, “List of Deliverables”) a declaration report that demonstrates QAP implementation.

C.6.10.1 Quality Assurance Program

The Contractor shall review, revise as needed, submit any revisions for CO approval, and (once approved) execute and continually improve the approved organization-specific **Quality Assurance Program (QAP)** describing how the applicable requirements of the EM QAP will be implemented and passed down to lower-tier organizations. The Contractor may adopt the existing QAP, and shall notify the CO if the existing QAP is being adopted. The Contractor’s QAP shall be applied to all work performed by the Contractor (e.g., mission, safety, and health). The Contractor’s QAP shall include an organizational-specific Quality Assurance Implementation Plan (QIP) describing how the requirements of the QAP are implemented and flowed down to lower tier organizations. The implementation of QAP requirements shall be in accordance with the QIP. The Contractor’s implementation of a specific QAP shall not relieve the Contractor from any responsibility to furnish the contracted items/services in full conformance with all the terms of the Contract, 10 CFR 830 or other applicable laws and regulations. If there is any inconsistency between the specific QA program and any other terms of the Contract, the more restrictive requirements apply.

C.6.10.2 Contractor Assurance System Description

The Contractor shall develop, submit for CO approval, and (once approved) implement the approved **Contractor Assurance System Description** (see **Attachment J-8, List of Deliverables**), as required by DOE O 226.1B, Implementation of DOE Oversight Policy, within 60 days of NTP, with quarterly reports submitted thereafter. This document shall identify and address program and performance deficiencies, opportunities for improvement, and processes to report deficiencies to the responsible managers and authorities, and shall be tailored to the needs of the DUF6 Conversion Project. The Assurance System Description shall establish and effectively implement corrective and preventive actions, and share lessons learned across all aspects of the work scope. The Contractor shall review and update annually their QAP and the Site Assurance System Description and submit to the CO for approval.

C.6.10.3 Issues Management System

The Contractor shall develop and implement a comprehensive **Issues Management System (see Attachment J-8, List of Deliverables)** for the identification, assignment of significance category, and processing of quality or safety-related issues identified within the Contractor's organization in accordance with DOE Order 414.1D, Quality Assurance, Attachment 1, Contractor Requirements Document; the EM Quality Assurance Program, EM-QA-001; associated DOE directives referenced herein (i.e. Policies, Guides, Manuals, and Orders). The Issues Management System shall be submitted to the CO for approval within 60 days of the NTP.

The Contractor shall develop and implement a single computerized comprehensive Issues Management System using a "zero-threshold" level for the identification, assignment of significance category, and processing for all issues raised across all levels of the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the Contractor in correcting the issue from initial causal analysis and reviews for reporting to DOE through completion of Effectiveness Reviews, if required, based on the seriousness of the issue. All issues are to be tracked in one combined location and disseminated to the DOE IPT. **(see Attachment J-8, List of Deliverables)**

C.6.11 Engineering

The Contractor shall provide engineering services so as to accomplish the technical scope associated with the operations, plant modifications and maintenance of the DUF6 conversion facilities and the surveillance and maintenance of the cylinder yards. The engineering services include such technical disciplines as mechanical engineering, electrical engineering, instrumentation and control engineering, process engineering, system engineering and nuclear safety basis engineering. The baseline will detail the planned engineering tasks and level of effort to support expected plant operations and maintenance. The Contractor shall propose the content of a periodic Engineering Services Report for the DOE CO approval (see Attachment J-8, List of Deliverables) describing expected engineering services for planned operations, plant modifications, and maintenance work in order to assess the level of Engineering support needed for long term facility operations, maintenance, and plant modifications to ensure continuous improvements to increasing the MT of DUF6 processed in a given fiscal year. Once agreement is reached on the content and periodicity of this report and any adjustments to the Contract value, the Contractor shall provide the report as agreed to by the DOE CO. (WBS elements PA/PO3000)

C.6.12 Records Management (WBS elements PA/PO3600)

C.6.12.1 **Records Management Program:** The Contractor shall manage all records (regardless of media, and including subcontractor records) generated/received in the performance of the Contract, including records obtained from a predecessor contractor in accordance with Title 44 USC, Chapters 21, 29, 31,

33, and 35; 36 CFR, Chapter 12, Subchapter B, “Records Management”; DOE O 243.1B “Records Management Program” and any other DOE requirements as directed by the CO. The Contractor shall be responsible for all records management and document control in support of its operations. Records Management activities include, but are not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records (including e-mails); managing classified records (as applicable); providing all employees and subcontractors with records management training; retrieving records from on- and off-site storage facilities; supporting records management data calls from the National Archives and Records Administration (NARA); and, supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program (EEOICPA), the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

All records subject to the management of the Contractor (e.g., records in support of its operation), are to be inventoried, scheduled and dispositioned in accordance with Federal laws, regulations, DOE Directives, and an approved Records Management Plan. The Contractor shall, within 60 days of the NTP review, revise as necessary, submit any revisions for CO approval, and (once approved) execute the **Records Management Plan (see Attachment J-8, List of Deliverables)**. The Plan shall be updated thereafter when changes occur.

- **Electronic Records Management System (ERMS):** The Contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition all records (regardless of media), including electronic and email, are managed utilizing an ERMS (Documentum or equivalent) in accordance with Federal and DOE requirements and guidelines for all records, including historical records.

The Contractor shall develop and implement a process to ensure electronic records submitted to records management have been scanned or converted to meet National Archives and Records Administration (NARA) requirements, including those listed in Attachment J-14, “Selected NARA Requirements,” and a DOE-approved Image Quality Statistical Sampling Plan that is based on industry standards (**see Attachment J-8, List of Deliverables**). All records (regardless of media) must be scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the NARA-approved DOE records disposition schedules.

- **Records Ownership:** Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, “*Access to and Ownership of Records*”, see Section I), all records (see 44 U.S.C. 3301 for the statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in performance of this Contractor including, but not

limited to records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act systems of record (Section H clause, Privacy Act System of Records) shall be the property of the Government.

- **Audiovisual Records:** The Contractor shall implement records management requirements for the creation, maintenance, and storage of audiovisual records in accordance with 36 CFR 1237 and 36 CFR 1235.42 and any updated NARA requirements/guidance.
- **Vital Records:** The Contractor shall develop and implement a vital records program, including a vital records inventory in accordance with 36 CFR 1223, Managing Vital Records, and DOE O 243.1B “Records Management Program” (see **Attachment J-8, List of Deliverables**).

Creation/Receipt: The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated and/or received (regardless of media) in the performance of their contracts as required by Federal regulations found in 36 CFR Chapter XII, Subchapter B, *Records Management*.

- **Electronic Information Systems (EIS):** The Contractor shall manage records contained in electronic information systems (EIS) by incorporating recordkeeping controls into the system or export the records into the current ERMS (Documentum or equivalent) in accordance with 36 CFR 1236, Electronic Records Management. The Contractor must design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all EIS’ to DOE annually utilizing the format provided by DOE (see **Attachment J-8, List of Deliverables**), including Contractor-owned records.
- **Inventory and File Plan:** The Contractor shall develop and maintain up-to-date site-wide inventories, a site-wide file plan and systems that provide for the identification, location, arrangement, assignment of disposition authority, and retrieval of all categories (record series) of records created and received (see **Attachment J-8, List of Deliverables**).

Maintenance/Use: The Contractor shall maintain and preserve all records, including the historical records collection (paper and electronic) stored on-site, at the FRC and in Documentum.

- **Quality Records:** The Contractor shall ensure records identified as Quality records under the American National Standards Institute (ANSI)/American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA)-1 are categorized (lifetime/non-permanent); managed in accordance with

NQA-1 and 36 CFR Chapter XII, Subchapter B; and are maintained for traceability to the applicable items, activity or facility.

- **Privacy Act Records:** The Contractor shall ensure records that contain personal information retrieved by name, or another personal identifier are maintained in Privacy Act systems of records, in accordance with Federal Acquisition Regulation (FAR) 52.224-2, *Privacy Act*, and DOE O 206.1, “*DOE Privacy Program*.”
- **Contaminated Records:** The Contractor shall develop and implement a plan to incorporate the processing of newly generated and historical records from potentially contaminated areas and those stored in the records vaults in the WSHP and RPP to ensure the prompt transfer of records to the records vault and/or release of storage at an FRC/NARA. Contaminated records, depending on retention period, can be reproduced to allow for retention of the copy as the “record” and destruction of the contaminated copy.
- **Records Requests:** The Contractor shall respond to records management data calls (see **Attachment J-8, List of Deliverables**) by NARA and DOE as requested and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronical Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

Records Disposition: The Contractor shall develop and implement a Records Disposition Plan, which shall include processing records to storage (e.g., on-site, FRC, electronic to ERMS) and the destruction process for records and information content (see **Attachment J-8, List of Deliverables**). The Contractor shall disposition all records including records from a predecessor contractor in accordance with the NARA-approved DOE Records Disposition Schedules and applicable federal laws and regulations. Disposition activities include scanning to electronic (permanent to NARA), transferring of paper records to an FRC, maintaining electronically in an ERMS, and/or destroy once retention has been met and proper approvals obtained. Transfers to the FRC, NARA and commercial storage requires DOE RMFO and record destructions must be submitted to the DOE RMFO for review and obtaining of DOE Legal Counsel Approvals prior to destruction.

Document Control: The Contractor shall develop, implement and maintain sound document control systems and processes ensuring efficient tracking, retrieval, revision control, and distribution of documents, including drawings.

C.6.12.2 EEOICPA (WBS elements PA/PO3600)

The EEOICPA establishes a program to provide compensation to current and former employees of the DOE, its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE has a requirement to verify employment histories, provide

medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA.

The Contractor shall establish a program and respond to the requirements of the EEOICPA for all employees and subcontractors for which the Contractor may have records. The activities shall include:

- a) Perform the work necessary to complete EE-5 Employment Verification Forms requested by the U.S. Department of Labor (DOL) for the EEOICPA Subtitle B program.
- b) Perform the work necessary to provide personnel exposure information requested by the National Institute for Occupational Safety and Health (NIOSH) as part of the EEOICPA Subtitle B program, as follows:
 - 1) Research and retrieve records needed to complete claims forms;
 - 2) If necessary, work with corporate entities or unions to verify employment of former site workers;
 - 3) Provide visitor personnel exposure or information requested;
 - 4) Complete declassification, as needed, of records required for the processing of claims form;
 - 5) Complete and sign off on all necessary claims forms associated with the request; and,
 - 6) Return completed forms and records requested to NIOSH through the DOE Secure Electronic Records Transfer (SERT) system.
- c) Perform the work necessary to complete Document Acquisition Requests (DARs) submitted by DOL as part of the EEOICPA Subtitle E program, as follows:
 - 1) Research and retrieve records needed to complete claims forms;
 - 2) If necessary, work with corporate entities or unions to verify employment of former site workers;
 - 3) Complete declassification, as needed, of records required for the processing of claims;
 - 4) Complete and sign off on all necessary claims forms associated with the request; and
 - 5) Return completed forms and records requested to DOL through the DOE SERT system.
- d) Perform the work necessary to provide records requested by NIOSH or DOL as part of a site characterization or other special project under the EEOICPA program, as follows:
 - 1) Complete declassification, as needed, of records requested by NIOSH or DOL for site characterization research projects; and
 - 2) Coordinate all work with the site EEOICPA point of contact and the Office of Worker Screening and Compensation Support (AU-14) as applicable.

- e) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA and approved by the Office of Worker Screening and Compensation Support (AU-14).
- f) Perform other necessary EEOICPA related records work, as needed.
- g) Maintain and appropriately arrange EEOICPA case files on all claims processed and ensure properly scheduled in accordance with the NARA-approved DOE Records Disposition Schedules.
- h) Maintain local records to track the activities under EEOICPA and submit monthly financial reports through the DOE SERT system.

The response time for tasks (a) through (c) is 60 days from receipt of request.

C.6.12.3 Contract Close-Out - Records

The Contractor shall submit a **Records Contract Close-Out Plan (see Attachment J-8, List of Deliverables)**, including budget and schedule, to the CO for review and approval, no later than 90 days before the end of the Contract performance period as specified in the Section F clause entitled "Term of the Contract." The approved Records Contract Close-Out Plan shall be implemented by the Contractor, and shall include all remaining records management activities necessary to close out the Contract including, but not limited to, the remaining records retention and disposition activities (these activities could include final disposition of records or turnover of records management activities to a successor contractor). The Records Contract Close-Out Plan shall at a minimum provide for a final active/inactive records inventory of both Government-owned and Contractor-owned records of all media types, turnover of ERMS and/or other EIS, and records finding aids **or document tracking systems**.

C.6.13 Property Management (WBS elements PA/PO3600)

C.6.13.1 The Contractor shall manage personal property in accordance with the property clauses of this Contract, 41 CFR 101, 41 CFR 109, and DOE Order 580.1A, Change 1, and shall prepare and submit the following items for DOE information or approval:

- **Report of Annual Physical Inventory Results (see Attachment J-8, List of Deliverables);**
- **Report of Loss, Damage, Destruction or Theft (see Attachment J-8, List of Deliverables);**
- **Property Information Database System (PIDS) (see Attachment J-8, List of Deliverables);**
- **Personal Property Scorecard Plan-New Fiscal Year (see Attachment J-8, List of Deliverables);**
- **Personal Property Scorecard Report- Past Fiscal Year (see Attachment J-8, List of Deliverables);**
- **Reports of Sales and Exchanges (see Attachment J-8, List of Deliverables);**

- **Motor Vehicle Fleet Reports (FAST) (see Attachment J-8, List of Deliverables);**
- **Plans and procedures for property management business system (see Attachment J-8, List of Deliverables);**
- **Final property reports for physically completed or terminated contracts (see Attachment J-8, List of Deliverables);**
- **Special Reports for Motor Vehicles (see Attachment J-8, List of Deliverables);**
- **GSA Report of Property Furnished to Non-Federal Activities (see Attachment J-8, List of Deliverables).**

The Contractor shall maintain a cradle to grave high-risk material and equipment identification and reporting process.

- a. The Contractor shall disposition classified equipment and material in accordance with the requirements of 1 CFR 109-45.309-52 and DOE M 470.4-4A, "Information Security Manual" and DOE Order 205.1B Chg. 3, "DOE Cyber Security Program."
- b. The Contractor shall identify, control and disposition high-risk property as required by 41 CFR 109-1.53 and DOE Order 580.1A Chg. 1, "DOE Personal Property Management Program."
- c. The Contractor shall disposition Automatic Data Processing Equipment (ADPE) as required by 41 CFR 109-43.307-53, DOE Order 580.1A Chg. 1 CRD and DOE Order 205.1B.
- d. The Contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109-45.309-53 and DOE Order 474.2 Chg. 2, Nuclear Material Control and Accountability."
- e. The Contractor shall coordinate with the Community Reuse Organization for the sale of reusable/recyclable equipment and material in order to maximize recovery of losses where possible.

The Contractor shall administer the personal property management program and document in an automated database all personal property actions related to acquisition, use, and disposition of personal property assets. Administration of the program includes all Government-owned personal property utilized under this Contract.

The Contractor shall perform personal property disposition operations to manage excess and surplus property, conduct public personal property sales and coordinate other personal property disposition methods. Sales of surplus DOE inventory will be conducted by the Contractor when it is in the best interests of the Government. Surplus property to be sold will be reviewed and approved by the DOE Property Administrator prior to sale.

The Contractor shall ensure all written warranties for items purchased using federal funds are issued with DOE as having full ownership title.

The Contractor shall manage and administer all aspects of a sound vehicle and equipment fleet program, for all DOE-owned, GSA-Leased and commercial leased vehicles in accordance with regulations and guidelines as set forth by the Department of Energy, General Services Administration (GSA), and Federal Property Management Regulations. The Contractor shall replace as necessary at end of useful life, non-GSA vehicles with GSA Fleet vehicles that can use alternative energy, if available. The Contractor shall submit all annual reports related to fleet management as required by GSA and 41 CFR Part 102-34, Subpart J and as requested by DOE.

- C.6.13.2 The Contractor shall manage real property in accordance with 41 CFR 102 and DOE Order 430.1B, “Real Property and Asset Management” and shall perform the following activities to ensure that real property assets assigned to the Contractor or in any way within the area of responsibility of the Contractor are available, utilized, and in a suitable condition to accomplish DOE’s missions:
- C.6.13.2.1 The Contractor shall maintain real property records, including leases, licenses, land agreements, contracts, etc. associated with conversion facility operations at the Portsmouth and Paducah sites.
 - C.6.13.2.2 The Contractor shall provide all **Other Real Property Reporting (see Attachment J-8, List of Deliverables)** as requested by the DOE CRS in furtherance of site real estate activities. Such support may include due diligence in leasing and disposal, managing real estate processes, property and facility management and space planning.
 - C.6.13.2.3 The Contractor shall coordinate actions to acquire and dispose of real property assets with the DOE CRS.
 - C.6.13.2.4 The Contractor shall maintain, in a complete and current condition, all real estate records identified by DOE.
 - C.6.13.2.5 **Maintenance:** The Contractor shall maintain real property assets in a manner that promotes operational safety, worker health, environmental compliance, property preservation and cost-effectiveness while meeting the program missions. The Contractor shall utilize a balanced approach that not only sustains the assets, but also provides for their recapitalization. The Contractor shall develop, submit to the CO for approval within 90 days of NTP, and (once approved) implement a **Maintenance Management**

Program (see Attachment J-8, List of Deliverables) that includes, at a minimum, the following:

1. A work control system.
2. Preventive, predictive, and corrective maintenance will be used.
3. A Computerized Maintenance Management System (CMMS), fully-accessible by the CO or designee, to track and report maintenance activities and costs at the real property asset level, to include at a minimum:
 - a. All scheduled maintenance activities.
 - b. Any unscheduled maintenance activities.
 - c. Material costs per maintenance activity.
 - d. Direct labor hours per maintenance activity.
4. Deferred Maintenance (DM)
 - a. DM estimates based upon nationally recognized cost estimating systems or the DOE Condition Assessment Information System (CAIS).
 - b. Management of deferred maintenance and repair needs.
 - c. Identification of five-year maintenance and repair requirements (sustainment) and funding for deferred maintenance reduction within the DOE approved maintenance management program in C.6.13.2.5 above.
 - d. The Contractor shall comply with Statements of Federal Financial Accounting Standards (SFFAS) 6 and 42 to improve the measurement of deferred maintenance and repairs (DM&R).
5. A method to prioritize maintenance requirements
6. A system to budget and track maintenance expenditures.
7. Identification of five-year recapitalization requirements to replace or modernize existing facilities.

C.6.13.2.6 Facilities Information Management System: The Contractor shall maintain the **Facilities Information Management System (FIMS) (see Attachment J-8, List of Deliverables)** data and records in accordance with DOE annual FIMS guidance and reporting requirements. **FIMS Reporting (see Attachment J-8, List of Deliverables)** shall include Recalculation of FIMS Replacement Plant Value (RPV), FY Deferred Maintenance, FY Actual Maintenance and FY Federal Real Property Council (FRPC) Data Elements. The Contractor shall ensure that information maintained, is no less than 90% accurate, demonstrated and validated annually.

C.6.13.2.7 Condition Assessments Survey (CAS): The Contractor shall develop and implement a **CAS Program (see Attachment J-8, List of Deliverables)** in accordance with DOE O 430.1B, annual FIMS Guidance and annual CAS guidance to include, at a minimum, the following:

All facilities receive a condition assessment survey at least once during any 5-year period and more frequently based on facility status, mission, importance and magnitude of the hazards associated.

The Contractor's condition assessment surveys shall be performed under the supervision of a qualified professional engineer and by qualified technical personnel who are familiar with the facility, equipment and components, applicable building codes, and safety requirements.

Condition assessments surveys result in a determination of the current condition of real property assets, their estimated time to failure, the optimal period to accomplish maintenance actions based on engineering/maintenance analysis, and the estimated cost to correct identified deficiencies.

The Contractor shall estimate repair costs for the deficiencies identified during the condition assessments using the DOE Condition Assessment Information System (CAIS) or another nationally recognized cost estimating system. Costs shall include Contractor overhead/burden.

The Contractor shall develop and maintain five-year sustainment requirements based on projections of serviceability, economic life, condition assessments, the mission of facilities, and projected funding for deferred maintenance reduction. These requirements shall be summarized in the Ten Year Site Plans (TYSP).

C.6.13.2.8 Ten Year Site Plans (TYSP): The Contractor shall coordinate with lead / other coordinating contractor to prepare the annual **TYSP (see Attachment J-8, List of Deliverables)** in accordance with DOE O 430.1B, "Real Property and Asset Management."

C.6.13.2.9 Sustainability: The Contractor shall develop or support development of commitments to identify its respective contribution toward meeting the Department's sustainability goals. The Contractor shall coordinate with each site lead coordinating contractor to prepare and submit the **Site Sustainability Plan (see Attachment J-8, List of Deliverables)** in accordance with DOE O 436.1, "Departmental Sustainability."

C.6.13.2.10 Value Engineering (VE). The Contractor shall use VE techniques in a tailored manner to reduce DOE's real property asset ownership costs (e.g., acquisition, operations, maintenance, and disposal) while maintaining the necessary level of performance and safety. For real property asset acquisition, disposition, demolition, repair, and recapitalization projects where the total value for a single item of purchase or contract is expected to be greater than \$5 million, the Contractor shall perform a VE assessment, which shall be provided to DOE for review and information (see **Attachment J-8, List of Deliverables**).

C.6.14 Information Technology (IT) Infrastructure (WBS elements LX1000, PA/PO3600)

The Contractor shall perform all IT support and management services at the Lexington, Portsmouth and Paducah DUF6 facilities. The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required for efficient operation of IT support and management services. The Contractor's computing and telecommunications systems shall be compatible with the computing and telecommunications systems utilized by DOE. The Contractor shall provide reliable and secure telecommunications and networked voice, video and data services, wireless services and Mobile Device Management for the Lexington, Portsmouth and Paducah DUF6 facilities. The Contractor's computing and telecommunications systems shall be compatible with the computing and telecommunications systems utilized by DOE. The IT Infrastructure shall include network and server hardware that is energy efficient and reduces the IT footprint (i.e. blade servers and chassis and modular network equipment). The IT Infrastructure shall include the following items that are in the DOE Strategic Plan: VMware View suite, redundant SAN environment and upgraded network equipment to support iSCSI for the server and storage environments. The IT Infrastructure shall include hardware and storage that will provide scalability to ramp up or down along with the needs of the sites. Additionally the Contractor shall ensure optimization of the site IT servers facilitates long term cost savings and system reliability for the DUF6 task.

C.6.15 Cybersecurity (WBS elements LX1000; PA/PO3600)

The contractor shall comply with the Cyber Security requirements as specified in DOE O 205.1B, "Department of Energy Cyber Security Program," the applicable DOE Risk Management Approach Implementation Plan (RMAIP), and all current versions of applicable National Institute of Standards & Technology (NIST) Special Publications (SP). The Contractor shall be proactive regarding cyber threats, and systems shall be protected based on evolving threats in accordance with the Federal Information Systems Management Act (FISMA). The FISMA requires all IT systems be Authorized to Operate (ATO). The Contractor shall obtain an ATO designation from the DOE Delegated Federal Authorizing Official (AO) to operate the General Support System and Industrial Control Systems for the Lexington, Portsmouth and Paducah DUF6 facilities. Only the AO has the ability to grant an ATO or a Denial of Authorization to Operate (DATO) for any system operated by the Contractor on behalf of DOE-EM. The IT systems covered under this Contract shall operate in accordance with all terms and

conditions specified in the ATO and shall not operate if a DATO has been issued. If an AO issues a DATO, all costs associated with any mission delay shall be the responsibility of the Contractor, not DOE.

The Contractor shall ensure that all Cyber Security requirements are flowed down to all subcontracts supporting this Contract, including the handling of sensitive information to include personally identifiable information (PII), protecting information and information systems from unauthorized access, and reporting any significant attempts or successful intrusions into these systems by unauthorized individuals. The contractor shall develop, implement and maintain a System Security Plan 60 days after the NTP and updated annually thereafter. The System Security Plan shall be submitted to DOE for approval. The Contractor shall develop, implement and maintain an effective assurance system, incident handling plan, and other plans as detailed in the current revision of DOE O 205.1B.

C.6.16 Critical Interfaces and Integration

- C.6.16.1 The Contractor is one of multiple entities performing work under the direction or permission of DOE at each site. In general, other DOE site contractors are responsible for aspects of the larger site, and prior to completion of the Transition Operations Phase, the Incumbent Contractor is responsible for aspects within the areas under their direct control, including the cylinder yards. The Contractor shall interface with many other entities for utilities and services to enable successful completion of conversion operations under this Contract. The nature of those interfaces with other DOE site contractors are described in Section J, Attachment J-5, entitled “DUF6 Services & Contract Interface Requirements Matrix.” (WBS elements LX1000; PA/PO1300, 3600)
- C.6.16.2 The Contractor shall support and actively participate in a monthly meeting between the DOE and site contractors to coordinate and integrate site activities and issues. The meeting shall be attended by a senior manager from the Contractor’s organization as appropriate, or as directed by the Contracting Officer’s Representative (COR). (WBS element LX1000)
- C.6.16.3 The Contractor shall establish a management office with personnel physically located at Lexington, Kentucky for coordination with the PPPO. This office shall provide the resources to coordinate and manage the administrative activities of the conversion facility operations at the Portsmouth and Paducah sites through a single, point-of-contact Project Manager as identified in the Section H clause entitled “Key Personnel.” This individual and his/her staff shall provide, at a minimum, functions of accounting, finance, budget, and senior leadership to interface with the DOE PPPO Manager, the DOE DUF6 FPD/OAM, and the DOE CO. All Contract deliverables will be submitted through this office to the PPPO. (WBS element LX1000)

C.7 CYLINDER MANAGEMENT (FIRM FIXED PRICE) (WBS elements PA/POFFP)

C.7.1 General

The Contractor shall perform all labor associated with the following activities:

C.7.1.1 Cylinder Surveillance & Maintenance (S&M)

The Contractor shall perform S&M on the cylinders in the CID, and uranium oxide (UO_x) filled cylinders. During execution of the TOP, the Contractor shall review the existing approved **Cylinder Surveillance and Maintenance Plan (see Attachment J-8, List of Deliverables)** and revise this Plan, as necessary. Any revisions must be approved by the CO. The Contractor shall provide updates to this Plan, as needed, but no less than annually, and submit to the CO for approval. Any revisions recommended by the Contractor must be approved by DOE prior to the Contractor's assuming S&M responsibility and must address the current mission, safety, and regulatory requirements.

The Contractor **Cylinder Surveillance and Maintenance Plan (see Attachment J-8, List of Deliverables)** shall include the following programs:

Cylinder Surveillance
Cylinder Maintenance
Cylinder Yards and Equipment S&M

The Contractor shall implement each of these programs in compliance with the **Cylinder Surveillance and Maintenance Plan (see Attachment J-8, List of Deliverables)** and the latest versions of the Commonwealth of Kentucky Agreed Orders and State of Ohio Environmental Protection Agency Director's Final Findings and Orders.

The Contractor shall maintain records of cylinder and cylinder yard inspection and maintenance and shall provide these to DOE upon request (**see Attachment J-8, List of Deliverables**). The Contractor's maintenance records system shall be configured so as to provide notice of when routine and preventive maintenance is required.

C.7.1.2 CID Management

The CID contains cylinder defect characterization, contents, inspection status, surveillance and maintenance (S&M) activities, and location for the cylinder inventory. The CID includes DUF6, low-enrichment uranium (LEU) hexafluoride (UF6), normal UF6, and heel and empty cylinders. The Contractor shall maintain and update the CID beginning on the date the Contractor assumes responsibility for cylinder management as designated by the CO at the end of the Transition Operations Phase. The Contractor shall generate cylinder information or cylinder content reports as requested by DOE to support project and program requirements (**see Attachment J-8, List of**

Deliverables). The Contractor shall employ the CID to track and schedule all cylinder inspections. All inspection data shall be uploaded to the CID. The Contractor shall control the integrity of the CID through use of a CID software configuration management procedure. The Contractor shall maintain and update this procedure as needed, but no less than annually; all proposed updates shall be submitted to the CO for approval (**see Attachment J-8, List of Deliverables**). The Contractor shall also adopt or develop a database to track the inventory of cylinders containing UOx; this database shall include cylinder integrity inspection (specifically for U.S. Department of Transportation compliance), contents, inspection status, surveillance and maintenance (S&M) activities, and location for the cylinder inventory (**see Attachment J-8, List of Deliverables**).

C.7.1.3 Cylinder Delivery

The Contractor shall promptly, safely and compliantly deliver cylinders from the Cylinder Storage Yards to the DUF6 Project Conversion Facilities. Cylinder delivery shall support planned conversion operations in the DUF6 Project Conversion Facilities as described in Section C.4 of the Contract.

The Contractor shall safely and compliantly return uranium oxide-containing cylinders to the Cylinder Storage Yards, place them into storage, and manage them in accordance with the requirements of Section C.6 of the Contract. The Contractor shall safely and compliantly transfer empty, heel or new cylinders between the DUF6 Project Conversion Facilities and the Cylinder Storage Yards in support of planned conversion operations.

The Contractor shall transfer other cylinders as directed in accordance with separate, mutual agreements. For these other, directed cylinder transfers, the Contractor shall propose a price which shall be negotiated with the CO.

C.7.2 PORTSMOUTH Cylinder Storage Yards Description

For the purpose of this section, the cylinder yards at Portsmouth are comprised of the following areas and facilities.

The DUF6 Conversion Project Cylinder Storage Yards encompass three cylinder storage yards located on the Portsmouth site. Cylinder storage yards X-745C and X-745E are located on the northwest side of the site just south of Perimeter Road, while the X-745G Cylinder Storage Yard lies to the north of Perimeter Road. The use of the X-745G Cylinder Storage Yard is shared with another contractor (see the DUF6 Services and Contracts Interface Requirements Matrix). Attachment XX provides a map of the Portsmouth Cylinder Storage Yards.

The DOE X-745C, X-745E, and X-745G-1 UF6 Cylinder Storage Yards are currently used to store solid UF6 material in 2.5-, 10-, or 14-ton UF6 cylinders. Most of the UF6 cylinders contain depleted UF6 (tails). However, clean empty cylinders; normal feed cylinders; cylinders with depleted, normal feed or enriched heels; cylinders with product

material ≥ 1.0 weight % ^{235}U but ≤ 5.0 weight % ^{235}U (with exceptions that have a higher weight percentage); or waste materials from cylinder surveillance and maintenance activities may also be stored in these cylinder storage yards. Additionally, depleted uranium oxide in cylinders and drums from the DUF6 Conversion Facility may be stored in the cylinder storage yards in designated areas. Refer to the Cylinder Information Database (CID) for the numbers and types of cylinders in inventory (Note: the CID does not include oxide filled cylinders; however, the Contractor shall be responsible for oxide filled cylinder S&M).

The X-745C Cylinder Storage Yard is located at the northwest corner of the plant and is used primarily for the storage of tails material in 14-ton thin-wall (Model 48G) cylinders. The cylinder storage area is paved with concrete eight inches thick to provide a stable base for the single- or double-stacked cylinders. The lot has an area of approximately 600,000 square feet with a capacity of approximately 17,000 Model 48G double-stacked cylinders. The southeast portion of the lot is compacted gravel.

The X-745E Cylinder Storage Yard is located north of the X-745C cylinder storage yard and west of the X-344 Toll Transfer Facility. The X-745E Cylinder Storage Yard is paved with 11-inch thick concrete. The pad is designed to provide a stable base for single or double-stacked cylinders. This cylinder storage yard occupies an area of approximately 215,000 square feet and a capacity of approximately 5,000 10- or 14-ton cylinders. Enriched and depleted UF6 48-inch diameter cylinders may be single- or double-stacked and empty, heel, and partially filled cylinders may be triple-stacked. Similarly, the 2.5-ton cylinders are currently double-stacked (with the exception of four 2.5-ton cylinders with greater than safe mass that are single-stacked) and stored on the X-745E Cylinder Storage Yard.

The X-745G Cylinder Storage Yard is located on the northern side of the Portsmouth site, approximately 45 ft. north of Perimeter Road. The paved lot has a storage capacity of 280,000 square feet. Empty, heel, and partially filled cylinders may be triple-stacked. Actual capacity of the cylinder storage yard is variable based on the final stacking arrangements and type or size of cylinder. A seven-ft tall woven-wire security fence topped with barbed wire surrounds the facility. There is a vehicle entrance into the facility through gates to Perimeter Road at the southern side of the cylinder storage yard as well as a gate for train traffic. There is a second vehicle gate in the fence on the northern side of the cylinder storage yard. The cylinder storage yard is divided into X-745G-1, which is controlled by the Contractor and X-745G-2, which is shared with another contractor (see the DUF6 Services and Contracts Interface Requirements Matrix). The Contractor shall only be responsible for cylinder and cylinder yard S&M for the areas of X-745G-2 within its control.

The cylinder yards do not include the cylinder staging areas adjacent to the DUF6 conversion building.

C.7.3 PADUCAH Cylinder Storage Yards Description

The DUF6 Conversion Project Cylinder Storage Yards encompass 19 cylinder storage yards, all open areas varying in size from 17,700 square feet - 470,409 square feet. Seven of the cylinder storage yard surfaces are presently compacted dense grade aggregate (DGA), two are partially DGA and partially concrete, and ten are concrete. Two of the cylinder storage yards are located in the northwest portion of the Paducah site and two other cylinder storage yards are located in the northeast portion of the Paducah site. The remaining fifteen cylinder storage yards are clustered in the southern portion of the Paducah site. Eleven cylinder storage yards in the southern portion of the site are completely enclosed as a group by a combination security fence and a property protection area fence. The other eight cylinder storage yards are located within the security fence. Attachment provides a map of the Paducah Cylinder Storage Yards.

The C-745-A Cylinder Storage Yard is comprised of compacted DGA, occupies an area of approximately 207,975 square feet and has a capacity of approximately 4,200 10-ton or 14-ton cylinders.

The C-745-B Cylinder Storage Yard is comprised of compacted DGA, occupies an area of approximately 468,000 square feet and has a capacity of approximately 8,800 10-ton or 14-ton cylinders.

The C-745-D Cylinder Storage Yard is comprised of both concrete and compacted DGA. This storage yard occupies an area of approximately 154,903 square feet and has a capacity of approximately 1,700 10-ton or 14-ton cylinders.

The C-745-E Cylinder Storage Yard is comprised of both concrete and compacted DGA, occupies an area of approximately 114,000 square feet and has a capacity of approximately 2,000 10-ton or 14-ton cylinders.

The C-745-F Cylinder Storage Yard is comprised of concrete and DGA. This storage yard occupies an area of approximately 246,530 square feet and has a capacity of approximately 5,600 10-ton or 14-ton cylinders.

The C-745-G Cylinder Storage Yard is comprised of concrete. This storage yard occupies an area of approximately 370,826 square feet and has a capacity of approximately 6,600 10-ton or 14-ton cylinders. The C-745-G Cylinder Storage Yard contains five small metal-sided buildings. The buildings are supplied with electrical service for lighting and receptacles.

Building C-745-G1 is a seven ft x ten ft pump house containing pumps to prevent overflow of the C-745-G basin. Buildings C-745-G2, C-745-G3, C-745-G4, and C-745-G5 are commonly referred to as cylinder paint buildings, each measuring 50 ft x 90 ft. The cylinder paint buildings are currently used for storing cylinder yard equipment (including cylinder handling equipment and vehicles), furniture, and new equipment. No hazardous materials are stored in these buildings.

The C-745-H Cylinder Storage Yard is comprised of compacted DGA and occupies an area of approximately 223,650 square feet and has a capacity of approximately 750 10-ton or 14-ton cylinders.

The C-745-K Cylinder Storage Yard is comprised of concrete. This storage yard occupies an area of approximately 184,097 square feet and has a capacity of approximately 4,200 10-ton or 14-ton cylinders.

The C-745-L Cylinder Storage Yard is comprised of concrete. This storage yard occupies an area of approximately 303,850 square feet and has a capacity of approximately 7,000 10-ton or 14-ton cylinders.

The C-745-M Cylinder Storage Yard is comprised of concrete. This storage yard occupies an area of approximately 118,531 square feet and has a capacity of approximately 2,800 10-ton or 14-ton cylinders.

The C-745-N Cylinder Storage Yard is comprised of compacted DGA. This storage yard occupies an area of approximately 77,960 square feet and has a capacity of approximately 1,700 10-ton or 14-ton cylinders.

The C-745-P Cylinder Storage Yard is comprised of concrete and compacted DGA. This storage yard occupies an area of approximately 85,869 square feet and has a capacity of approximately 1,900 10-ton or 14-ton cylinders.

The C-745-Q Cylinder Storage Yard is comprised of compacted DGA and occupies an area of approximately 265,600 square feet and has a capacity of approximately 5,300 10-ton or 14-ton cylinders.

The C-745-R Cylinder Storage Yard is comprised of compacted DGA and occupies an area of approximately 133,000 square feet and has a capacity of approximately 4,200 10-ton or 14-ton cylinders.

The C-745-S Cylinder Storage Yard is comprised of concrete. This storage yard occupies an area of approximately 93,474 square feet and has a capacity of approximately 2,300 10-ton or 14-ton cylinders.

The C-745-T Cylinder Storage Yard is comprised of concrete. This storage yard occupies an area of approximately 470,409 square feet and has a capacity of approximately 10,000 10-ton or 14-ton cylinders.

The C-745-U Cylinder Storage Yard is comprised of compacted DGA, occupies an area of approximately 175,000 square feet and has a capacity of approximately 3,600 10-ton and 14-ton cylinders.

The C-745-V Cylinder Storage Yard is comprised of compacted DGA, occupies an area of approximately 139,700 square feet and has a capacity of approximately 3,900 10-ton and 14-ton cylinders.

The C-745-W Cylinder Storage Yard is comprised of concrete, occupies an area of approximately 17,700 square feet and has a capacity of approximately 300 10-ton and 14-ton cylinders.

The DUF6 Conversion Project Cylinder Storage Yards are currently used to store solid UF6 material in 2.5-, 10-, 12.5-, 14-, or 19-ton UF6 cylinders. Most of the UF6 cylinders

contain DUF6 (tails). However, clean empty cylinders; normal feed cylinders; cylinders with depleted, normal feed or enriched heels; cylinders with product material >0.711 weight % ^{235}U but ≤ 5.25 weight % ^{235}U ; or waste materials from cylinder surveillance and maintenance activities may also be stored in these cylinder storage yards. Additionally, depleted uranium oxide in modified cylinders or drums from the DUF6 Conversion Facility may be stored in the cylinder storage yards. Refer to the CID for the numbers and types of cylinders in inventory. (Note: the CID does not include oxide filled cylinders; however, the Contractor shall be responsible for oxide filled cylinder S&M).

The cylinder yards do not include the cylinder staging areas adjacent to the DUF6 conversion building.

C.8 RELATED SERVICES (WBS element PA/PO1000)

Services pursuant to Section C.8 shall only be performed at the direction of the CO. Following CO direction, the Contractor shall propose a scope, schedule and price for the work to be performed, which shall be negotiated with the CO. The Contractor shall perform the work upon receipt of written acceptance of the Contractor's proposal.

In addition to the services specifically described in other provisions of this Performance Work Statement (PWS), the Contractor shall perform services as DOE and the Contractor shall agree in writing that will be performed from time to time under this Contract at Paducah or Portsmouth, or elsewhere, as follows:

C.8.1 Services incidental or related to the services described in other provisions of this PWS; and

C.8.2 Services using existing or enhanced facilities and capabilities for the NRC under agency agreements between NRC and DOE.

C.8.3 The Contractor shall:

- (a) Participate in the negotiation of a Delivery Point for DUF6 cylinders (referred to as DU Cylinders in the DOE/EN agreement), DUF6 Residual Tails cylinders (referred to as Residual Tails in the DOE/EN agreement and listed in Attachment A of the agreement) and EN's low enriched uranium (referred to as EN's LEU in the DOE/EN agreement.)
- (b) Provide selected DUF6 cylinders (DU Cylinders) for re-enrichment to Energy Northwest (EN) or its designee (United States Enrichment Corporation, Inc. (USEC)) at the Paducah Gaseous Diffusion Plant (Attachment A list) and the associated applicable Nuclear Materials Transaction Report, DOEINRC Form 741, with each delivery of cylinders.
- (c) Make the electronic records concerning all the selected DUF6 cylinders (DU Cylinders) from Attachment A available for inspection immediately. Those records shall include at a minimum:
 - i. A cylinder history card for each cylinder, if requested by EN or its designee and if available,
 - ii. Authorization for EN or its designee to have access to the Nuclear Material Control and Accountability records for such cylinders and the DUF6 they contain, and;
 - iii. All available information about the source of the DUF6 contained in the cylinders.

- (d) Support inspection of cylinders, rejection and replacement of DUF6 cylinders, to include exchange of a Replacement Cylinder for a Rejected Cylinder at the negotiated Delivery Point. All Replacement Cylinders will have the associated applicable Nuclear Materials Transaction Report, DOEINRC Form 741, with each delivery of the Replacement cylinder as well as the electronic records as outlined in paragraph (d) of this clause.
 - (c) Accept DUF6 Residual Tails cylinders from EN or its designee following re-enrichment for conversion and disposition. No empty or heel cylinders will be accepted from EN or its designee.
 - (d) Participate in the negotiations of a detailed acceptance schedule for the return of the DUF6 Residual Tail cylinders with EN and its designee.
 - (e) Accept and store EN's LEU resulting from the re-enrichment. This includes, to the extent current capability exists, weighing the 30B ANSI-compliant cylinders.
 - (f) Assist delivery of EN's LEU to EN's designee as follows:
 - i. Delivery of EN's LEU to a point within the DOE cylinder yard wherein DOE is storing EN's LEU,
 - ii. Participate in the negotiation of a specific delivery schedule for EN's LEU to its designee,
 - iii. Place EN's LEU in EN's or its designee's provided overpacks; and
 - iv. Load EN's or its designee's overpacks with cylinders on vehicles provided for transport.
 - (g) All costs associated with the particular portion of the statement of work will be segregated so that the Contractor or DOE can prepare and document a separate voucher/invoice which can be used for reimbursement of DOE/the Contractor by EN.
 - (h) Support actions as needed in the event that the DOE/EN agreement is terminated. Termination provisions which may affect Contractor actions are as follows:
 - ii. Accept EN's or its designee's return of any Rejected, Replacement or Unprocessed Cylinders, within 90 days of the termination of the DOE/EN agreement
 - ii. Participate in the negotiation of a schedule for the removal of EN's LEU from DOE's cylinder yard under the written plan
- C.8.4 The Contractor shall, when directed by the Contracting Officer, transfer and secure selected cylinders from Paducah cylinder storage yards into Government-provided cylinder overpacks located on separately provided trucks for shipment off-site. The Contractor is not responsible for the transportation of the loaded cylinder overpacks off-site.
- C.8.5 The Contractor shall perform the following activities relating to the return of cylinders:
- Cylinder Model 30B:** Accept up to one thousand (1,000) 30B cylinders after the return of the GDP, subject to the following conditions:
- Of the population of empty 30B cylinders currently stored at PGDP, at least 186 will have hydrostatic testing valid until after October 1, 2015 and of these, at least 82 will have hydrostatic testing valid until after October 1, 2016.
 - USEC will ensure that at least an additional 220 of the empty 30B cylinders to be returned by the end of April 2015 and all will have hydrostatic testing valid through October 1, 2015, with 147 of these having hydrostatic testing valid until after October 1, 2016.

- The minimum of 406 cylinders discussed above shall meet the following criteria prior to acceptance:
 - Each of these cylinders shall have a certification (including current ASME Code type hydrostatic strength test and an air leak test).
 - Each cylinder shall have been inspected by a Certified Individual (must hold a Certificate of Authorization and have passed the National Board examination sponsored by National Board of Boiler and Pressure Vessel Inspectors) and meet ANSI N14.1, "American National Standard for Nuclear Materials - Uranium Hexafluoride – Packaging for Transport".
 - Cylinders found to have leaks, excessive corrosion, cracks, bulges, dents, gouges, defective valves, damaged stiffing rings or skirts or other condition which, in the judgment of DOE or DOE's Contractor render them unsafe or unserviceable, shall be rejected.
 - USEC shall have the right to replace cylinders from the onsite inventory of cylinders to be washed/re-hydro-tested and returned without counting against the total returns of 1,000.
 - No 30B cylinders shall be accepted by DOE after October 31, 2019.
 - Any 30B cylinders arriving at the Paducah site after October 1, 2014 shall be washed unless it is part of the minimum 406 30B cylinders discussed above. Before DOE's acceptance, USEC shall inspect and accept the cylinders against the wash requirements identified below upon return to the PGDP. "Washed" cylinders shall meet the requirements of ANSI N14.1 "American National Standard for Nuclear Materials - Uranium Hexafluoride - Packaging for Transport," Appendix B "Method for Large Cylinder Decontamination for Residual UF6 Greater than 1.0wt% 235U." Washed cylinders may be plugged in lieu of having a valve re-installed.

PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

D.1	DOE-D-2001 PACKAGING AND MARKING (OCT 2014)	2
D.2	SECURITY REQUIREMENTS	2

SECTION D

PACKAGING AND MARKING

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

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

D.2 SECURITY REQUIREMENTS

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

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

E.1	CLAUSES INCORPORATED BY REFERENCE.....	2
E.2	DOE-E-2001 INSPECTION AND ACCEPTANCE.....	2
E.3	INSPECTION BY REGULATORY AGENCIES	2

SECTION E

INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) – CLIN 0003
FAR 52.246-5 INSPECTION OF SERVICES- COST-REIMBURSEMENT (APR 1984) – CLINs
0001, 0002, and 0004

E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this Contract shall be accomplished by the Contracting Officer in accordance with the clauses entitled *FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)* and *FAR 52.246-5 INSPECTION OF SERVICES- COST-REIMBURSEMENT (APR 1984)*. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

E.3 INSPECTION BY REGULATORY AGENCIES

Work performed under this Contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the DOE to allow Federal and State occupational health and safety officials to enter DOE installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

PART I- THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

F.1 CLAUSES INCORPORATED BY REFERENCE..... 2

F.2 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014) 2

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

F.4 DOE-F-1002 PLACE OF PERFORMANCE-SERVICES (OCT 2014) 3

F.5 DELIVERABLES 3

SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

FAR 52.242-15 Stop Work Order (AUG 1989) – CLIN 0003

FAR 52.242-15 Stop Work Order (AUG 1989) – Alternate 1 (APR 1984) – CLINs 0001, 0002, and 0004

F.2 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

F.3 PERIOD OF PERFORMANCE

- (a) The Contracting Officer will issue a Notice To Proceed (NTP) (which may be concurrent with or follow Contract award). The Contractor shall commence work upon the issuance of the NTP. The Contractor shall not be entitled to allowable costs prior to the date of the NTP.
- (b) The Period of Performance of this Contract includes:
- (1) The Transition Operations Phase is anticipated to be 90 calendar days from the date of the written NTP prior to the period of performance and the Contractor assuming full responsibility for the Performance Work Statement (PWS). The Transition Operations Phase shall commence on **November 3, 2016 and continue through January 31, 2017.**
 - (2) The period of performance for the work specified in Section C, PWS, of this Contract is 60 months from the end of the Transition Operations Phase. The period of performance shall commence on February **1, 2017** and continue through **January 30, 2022.**

F.4 DOE-F-1002 PLACE OF PERFORMANCE-SERVICES (OCT 2014)

The services specified by this Contract shall be performed at the following locations: Portsmouth, Ohio and Paducah, Kentucky with some management functions performed at an office located in Lexington, Kentucky.

F.5 DELIVERABLES

All products, reports, and deliverables (Section J, Attachment J-8) under this Contract shall be delivered to the Contracting Officer shown in Section G or to the duly authorized

representative of the Contracting Officer, as designated in writing by the Contracting Officer.

Deliverables requirements under the Contract shall be submitted to the Government via Electronic format unless requested by the DOE CO or the DOE COR in hard copy form. The file document(s) format shall be Microsoft Office Version 2010 compatible and an unprotected version. The documents may be submitted via email as attachment(s), file size permitting. Else, the deliverables shall be submitted on a CD/DVD.

NOTE: Attachment J-8 is a listing of deliverables. Any deliverable that is required by any provision/clause of the Contract that is not listed in Attachment J-8 does not relieve the Contractor of the requirement to provide that deliverable.

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

G.1	DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)	2
G.2	DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)	2
G.3	DOE-G-2003 CONTRACTOR'S PROJECT MANAGER (OCT 2014)	2
G.4	DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)	2
G.5	DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014)	4
G.6	DOE-G-2007 CONTRACTOR'S PERFORMANCE ASSESSMENT REPORTING (OCT 2014)	5
G.7	DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)	6

SECTION G

CONTRACT ADMINISTRATION DATA

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

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

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

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this Contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

G.3 DOE-G-2003 CONTRACTOR'S PROJECT MANAGER (OCT 2014)

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

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

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

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this Contract, and a copy of any such correspondence shall be

sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this Contract.

(b) Other Correspondence.

- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this Contract. A copy of such correspondence shall be provided to the Environmental Management Consolidated Business Center (EMCBC) Office of Legal Services, the CO, and the COR.
- (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the Contract, shall be addressed to the Contracting Officer. Copies of all such correspondence shall be provided to the COR.
- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this Contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the (insert Contract Specialist or Contracting Officer) and the COR.

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

(1) Contracting Officer

Name: Jennifer Stokes

Telephone number (859) 219-4042

Email address: Jennifer.Stokes@lex.doe.gov

U.S. Department of Energy

Portsmouth/Paducah Project Office

1017 Majestic Drive, Suite 200

Lexington, KY 40513

(2) Contracting Officer's Representative

Name of Contracting Officer's Representative: Reinhard Knerr

Telephone number: (270) 556-6027

Email address: Reinhard.Knerr@lex.doe.gov

U.S. Department of Energy

Portsmouth/Paducah Project Office

1017 Majestic Drive, Suite 200

Lexington, KY 40513

(3) Government Contract Administration Office
United States Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513-0066

G.5 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014)

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the Contract.
- (b) Contractors shall 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. Instructions concerning Contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov> .
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
- (d) For Cost Reimbursement CLINS, the voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire Contract.
 - (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
 - (A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
 - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the Contract.
 - (C) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.
 - (D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.
 - (E) The total fee billed, retainage amount, and available fee must be shown.

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

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

(B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

(C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

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

(e) For Firm-Fixed-Price CLINs, the monthly invoice shall be submitted in accordance with FAR 52.232-1, Payments (APR 1984). Invoices for Firm-Fixed-Price CLINs the voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B.

G.6 DOE-G-2007 CONTRACTOR'S PERFORMANCE ASSESSMENT REPORTING (OCT 2014)

(a) The Contracting Officer will document the Contractor's performance under this Contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

- (b) Contractor performance will be evaluated at least annually at the Contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the Contract in accordance with other applicable clauses in this Contract.

G.7 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this Contract. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for Contract performance to the Government.

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

H.1 SALES OF CONVERSION PRODUCTS AND EXCESS URANIUM INVENTORY	4
H.2 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT 2014)	8
H.3 DEFINITIONS	8
H.4 HIRING PREFERENCES – PORTSMOUTH, OH, PADUCAH, KENTUCKY AND LEXINGTON, KY	9
H.5 DOE-H-1002 EMPLOYEE COMPENSATION: PAY AND BENEFITS	15
H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS	26
H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES	29
H.8 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS FOR WHICH DOE REIMBURSES COSTS	34
H.9 LABOR RELATIONS	35
H.10 WORKFORCE RESTRUCTURING	37
H.11 LABOR STANDARDS	38
H.12 DOE-H-2003 WORKER’S COMPENSATION INSURANCE (OCT 2014)	39
H.13 DOE-H-2006 DEFENSE NUCLEAR FACILITIES SAFETY BOARD (OCT 2014) ...	39
H.14 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)	40
H.15 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)	40
H.16 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)	40
H.17 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)	43
H.18 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)	44
H.19 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014) – CLIN 0003	44
H.20 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)	47
H.21 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014)	51
H.22 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014)	53
H.23 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)	57
H.24 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)	58
H.25 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)	59

H.26 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)	59
H.27 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)	60
H.28 DOE-H-2038 NUCLEAR FACILITIES OPERATIONS (OCT 2014)	60
H.29 DOE-H-2042 CONTRACTOR PERFORMANCE COMMITMENTS (OCT 2014)	61
H.30 DOE-H-2043 ASSIGNMENT AND TRANSFER OF CONTRACTS AND SUBCONTRACTS (OCT 2014)	62
H.31 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)	62
H.32 OBSERVANCE OF FEDERAL HOLIDAYS	63
H.33 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)	63
H.34 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)	63
H.35 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE I (OCT 2014)	64
H.36 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)	64
H.37 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)	65
H.38 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)	65
H.39 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)	66
H.40 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL –ALTERNATE I (OCT 2014)	66
H.41 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE II (OCT 2014)	67
H.42 DOE-H-2070 KEY PERSONNEL (OCT 2014)	67
H.43 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)	68
H.44 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)	69
H.45 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)	70
H.46 TRANSITION TO FOLLOW-ON CONTRACT	73
H.47 MODIFICATION AUTHORITY	74
H.48 FINANCIAL MANAGEMENT SYSTEMS	74
H.49 DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT	74
H.50 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)	76
H.51 CONTRACT PARTICIPATION BY FOREIGN NATIONALS	77
H.52 SOFTWARE MADE AVAILABLE FOR CONTRACTOR’S USE	77
H.53 GOVERNMENT-FURNISHED SERVICES AND ITEMS	77
H.54 INTEGRATED CONTRACTOR WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS	78
H.55 EMERGENCY CLAUSE	84
H.56 INFORMATION	84

H.57 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS.....	85
H.58 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES	86
H.59 PRIVATELY GENERATED RESTRICTED DATA.....	87
H.60 SITE SERVICES.....	87
H.61 EMPLOYEE CONCERNS PROGRAM	88
H.62 MENTOR-PROTÉGÉ PROGRAM.....	88
H.63 PAPERLESS DIRECTIVE PROCESSING SYSTEM.....	89
H.64 PRIVACY ACT SYSTEM OF RECORDS	90
H.65 GOVERNMENT OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION OPERATIONS PHASE ..	92
H.66 PARTNERING	92
H.67 NNSA/EM STRATEGIC SOURCING PARTNERSHIP	93
H.68 CONFERENCE MANAGEMENT	93
H.69 CONTRACTOR COMMUNITY COMMITMENT PLAN	96
H.70 LITIGATION MANAGEMENT AND SUPPORT	97

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 SALES OF CONVERSION PRODUCTS AND EXCESS URANIUM INVENTORY

(a) Definitions:

- (1) "Product" means any saleable material resulting from the DUF6 conversion process, including, but not limited to, Uranium Oxide (UOX), Hydrofluoric Acid (HF), and Calcium Fluoride (CaF₂).
- (2) "DUF6 Contractor's development and implementation costs," as used in this clause, means those costs incurred by the DUF6 Contractor in developing, testing, preparing, and submitting the proposal, as well as those costs incurred by the DUF6 Contractor to make the contractual changes required for approval by the Contracting Officer.
- (3) "DUF6 Contractor's proposal," as used in this clause, means the proposal the DUF6 Contractor prepares and submits to the Contracting Officer for approval in accordance with this clause.
- (4) "Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the DUF6 Contractor's proposal, such as any net increases in the costs of testing, operations, maintenance, safety reviews, oversight, and logistics support. The term does not include the normal administrative costs of processing the DUF6 Contractor's proposal or any increase in this Contract's cost or price resulting from negative Contract savings (see below).
- (5) "Net acquisition savings" means total acquisition savings under this Contract to include the product proceeds less: (1) the allowable costs associated with the sale that would not otherwise have been incurred during the performance of this Contract except to generate the product proceeds and (2) applicable Government costs.
- (6) "Negative contract savings," as used in this clause, means allowable costs associated with acceptance of the DUF6 Contractor's proposal that exceed the product proceeds.
- (7) "Product proceeds" means the gross revenue obtained by the DUF6 Contractor from the sale of DUF6 or DUF6 conversion products under this Contract.

(b) Sales:

- (1) The DUF6 Contractor shall be responsible for the sale of any product as a sales agent for the Government. Title to any product shall remain with the Government until the product is sold. The DUF6 Contractor shall, upon such terms and conditions as the Contracting Officer may approve, sell such property at a price (including “no-cost” sales) agreed upon by the Contracting Officer and the DUF6 Contractor as the fair value thereof.
 - (2) The Contractor shall provide assistance to DOE, as directed and authorized specifically by the Contracting Officer, to support or conduct sales of UF6 inventory consistent with the Secretarial Policy and DOE Excess Uranium Inventory Management Plan. This shall include moving cylinders, sampling, characterizing, transporting, and other handling activities in support of any uranium sales, independent of who conducts the sale on DOE's behalf.
 - (3) The Contractor will take no action to market or sell any products or inventory items until specifically directed by the Contracting Officer. The Contractor shall not prepare and the DOE will not review any Proposal for sale of product or inventory until such action is initiated by Contracting Officer direction.
 - (4) If and only if allowed by law, sale proceeds may be applied to reduce allowable costs under this Contract as directed by the Contracting Officer. The Contracting Officer will direct the disposition of product proceeds, to be returned to the U.S. Treasury or to be applied to reduce allowable costs under the Contract.
- (c) DUF6 Contractor's Proposal: When directed by the Contracting Officer, the DUF6 Contractor shall prepare a proposal for sale of UF6 inventory or any product and submit it to the Contracting Officer for review and approval. The DUF6 Contractor's proposal should include, at a minimum, the following:
- (1) Description of the product or inventory items.
 - (2) Description of the projected quantities to be sold.
 - (3) Identification of the benefits and disadvantages to DOE of the proposed sale including, but not limited to, financial, technical, environmental, safety, and health.
 - (4) Identification and description of any impact or change to the current or projected conduct of operations.
 - (5) Detailed cost impact to current or projected operations including cost reduction and/or cost increases to the current or projected method of operations and any costs to be incurred in order to conduct sales.

- (6) Projected sales proceeds.
 - (7) Estimated net acquisition savings.
 - (8) Estimated negative Contract savings, if any.
 - (9) Description of how the DUF6 Contractor's accounting system will track the costs and sales proceeds associated with the proposed sale.
 - (10) Identification of increased or decreased funding by fiscal year needed to implement the DUF6 Contractor's proposal, including funds for operations and capital improvements.
 - (11) Description and estimate of Government costs.
 - (12) Any projected impact to the environment and safety or health of project employees, site workers, and general public.
 - (13) Identification of any changes to the Contract requirements, terms or conditions necessary to implement the DUF6 Contractor's proposal.
 - (14) Identification of any permits and/or licenses required.
 - (15) A statement of the time by which a Contract modification accepting the DUF6 Contractor's proposal must be issued in order to achieve the maximum cost reduction or sales proceeds, noting any effect of delay or acceleration of approval on the Contract completion time or delivery schedule.
 - (16) Identification of incurred and estimated DUF6 Contractor's development implementation costs.
 - (17) Identification of the projected customers and their proposed use(s) of proposed sales products or inventory.
- (d) Government Action:
- (1) The Contracting Officer will notify the DUF6 Contractor of the status of the DUF6 Contractor's proposal within thirty calendar days after receipt by the Contracting Officer. If additional time is required, the Contracting Officer will notify the DUF6 Contractor within the thirty day period and provide the reason for the delay and the expected date of the decision. The Government will not be liable for any delay in approving or rejecting the DUF6 Contractor's proposal.

- (2) The DOE decision may include direction to the Contractor for disposition of any product proceeds from the sale.
 - (3) The decision to approve or reject all or any part of the DUF6 Contractor's proposal will be a unilateral decision made solely at the discretion of the Contracting Officer.
- (e) DUF6 Contractor's Development and Implementation Costs
- (1) The DUF6 Contractor will account for all the development and implementation costs under this clause separately from all other Contract costs. The DUF6 Contractor's development and implementation costs will be unallowable Contract costs unless the Contracting Officer specifically approves them in advance or as part of the approval in paragraph (d) above.
 - (2) Approved development and implementation costs shall be included in the calculation of net acquisition savings.
- (f) Data Rights: If a DUF6 Contractor's proposal is approved, the DUF6 Contractor hereby grants the Government unlimited rights in the DUF6 Contractor's proposal and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the Contract modification implementing the DUF6 Contractor's proposal and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)
- (g) Accounting System:
- (1) The DUF6 Contractor's accounting system shall account for all net acquisition savings including product proceeds. Each proposed and approved DUF6 Contractor proposal for the sale of product or inventory item shall be accounted for separately unless otherwise agreed to by the Contracting Officer. By submitting a proposal under this clause, the DUF6 Contractor grants the Contracting Officer or an authorized representative the right to examine DUF6 Contractor records including books, documents, and other types of factual information including cost and pricing data necessary for an adequate evaluation of claimed net acquisition savings.
 - (2) If the cost of maintaining detailed accounting records is not warranted by the savings to be realized, the Contracting Officer and the DUF6 Contractor may agree on alternative means by which savings can be measured.
- (h) The DUF6 Contractor may not be the sole product sales agent for the Government. The Government reserves the right to use or otherwise dispose of any or all DUF6 and products, including disposition to third parties. In particular, the Government retains the right to encourage and promote third party use of DUF6 or any product.

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

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

H.3 DEFINITIONS

For purposes of Clauses H.3 through H.10 the following definitions are applicable (unless otherwise specified):

- (A) "BWCS" means BWXT Conversion Services, LLC. (BWCS) and its first and second tier subcontractors performing work under DOE Contract DE- AC30-11CC40015.
- (B) "BWCS Portsmouth" means BWCS and its first and second tier subcontractors at the Portsmouth Gaseous Diffusion Plant Site.
- (C) "BWCS Portsmouth Incumbent Employees" means employees who, as of the date of award (1) hold regular appointments or who are regular employees on the rolls of BWCS; and (2) are employed at the Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC30-11CC40015.
- (D) "BWCS Paducah" means BWCS and its first and second tier subcontractors at the Paducah Gaseous Diffusion Plant Site.
- (E) "BWCS Paducah Incumbent Employees" means employees who, as of the date of award (1) hold regular appointments or who are regular employees on the rolls of BWCS; and (2) are employed at the Paducah Gaseous Diffusion Plant Site under DOE Contract DE-AC30-11CC40015.
- (F) "BWCS Lexington" means BWCS and its first and second tier subcontractors at Lexington, Kentucky.
- (G) "BWCS Lexington Incumbent Employees" means employees who, as of the date of award (1) hold regular appointments or who are regular employees on the rolls of BWCS; and (2) are employed at the BWCS Office located in Lexington, Kentucky (Lexington Office) under DOE Contract DE-AC30-11CC40015.
- (H) "FBP" means Fluor-B&W Portsmouth LLC and its first and second tier subcontractors at Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC30-10CC40017.
- (I) "FFS" means Fluor Federal Services, Inc. and its first and second tier subcontractor at Paducah Gaseous Diffusion Plant Site under DOE Task Order DE-DT0007774.

- (J) “Grandfathered Employees” means those employees who meet the definition of “Grandfathered Employees” set out in the B&W Conversion Services, LLC (BWCS) Pension Plan for Grandfathered Employees.
- (K) “LATA KY” means LATA Environmental Services of Kentucky, LLC (LATA KY) and its first and second tier subcontractors under DOE Contract DE-AC30-10CC40020 at the Paducah Gaseous Diffusion Plant Site.
- (L) “SST” means Swift & Staley Mechanical Contractors, Inc.(SST) and its first and second tier subcontractors under DOE Contract DE-AC30-10CC40021 at the Paducah Gaseous Diffusion Plant Site.
- (M) “USEC” means the United States Enrichment Corporation.
- (N) “USEC Employees” means those individuals who were regular employees of USEC at the Paducah Gaseous Diffusion Plant site, or at Portsmouth Gaseous Diffusion Plant site under DOE Contract DE-AC06-01OR22877.
- (O) “WEMS” means Wastren Energx Mission Support, LLC (WEMS) and its first and second tier subcontractors under DOE Contract DE-CI0000004 at the Portsmouth Gaseous Diffusion Plant Site.

H.4 HIRING PREFERENCES – PORTSMOUTH, OH, PADUCAH, KENTUCKY AND LEXINGTON, KY

The Contractor shall comply with the hiring preferences set forth below for each facility respectively.

PORTSMOUTH, OH

- (A) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (B) below. If a service employee employed under DOE Contract DE-AC30-11CC40015 declines a bona fide express offer of employment under Paragraph (A) above, the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraphs (B)(1)(a) and (b) below to such employee, but shall provide all other preferences in hiring in Paragraph (B) below, as applicable.
- (B) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Portsmouth Gaseous Diffusion Plant for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below (subject to

paragraph (A) above, in descending order of priority, any applicable collective-bargaining agreement(s), applicable law, and applicable site seniority lists as provided to the Contractor by the Contracting Officer), as set forth below.

- (1) The Contractor shall provide BWCS Portsmouth Incumbent Employees employed at the Portsmouth Gaseous Diffusion Plant Site who have been identified by their employer as being at risk of being involuntarily separated, the preferences in paragraphs (a) – (c) in descending order of priority:
 - (a) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the time such were identified as being at risk of being involuntarily separated.
 - (b) A preference in hiring for vacancies in non-managerial positions for the above employees who meet the qualifications for the position.
 - (c) A preference in hiring for vacancies in non-managerial positions for the above employees who may not meet the qualifications for the position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training as provided for in paragraph (6) below.
- (2) The Contractor shall give a preference in hiring to individuals (1) who are former employees of BWCS Portsmouth, FBP, WEMS or USEC and (2) who are entitled to recall rights consistent with any applicable site seniority lists and any applicable collective bargaining agreement(s) at the Portsmouth Gaseous Diffusion Plant Site.
- (3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) – (c), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference” (including USEC Employees who are eligible for the preference pursuant to 42 U.S.C. §2297h-8(a)(5)) consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:
 - (a) Grandfathered Employees who are former employees of BWCS Portsmouth at the Portsmouth Gaseous Diffusion Plant Site,
 - (b) Former employees of USEC under the Cold Shutdown Contract DE-AC06-01OR22877 at Portsmouth or of BWCS Portsmouth, FBP, or WEMS or any other DOE contractor or subcontractor of a DOE contractor at the Portsmouth Gaseous Diffusion Plant Site; and

- (c) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.
- (4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the Portsmouth Gaseous Diffusion Plant by BWCS Portsmouth or USEC under the Cold Standby/Shutdown Contract DE-AC05-01OR22877 and (2) who were involuntarily separated (other than for cause) from their employment at the Portsmouth Gaseous Diffusion Plant Site; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Portsmouth Gaseous Diffusion Plant Site, (2) who are not precluded from seeking employment at either the Paducah Gaseous Diffusion Plant Site or Portsmouth Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (6) The Contractor will establish a training program specifically for the purpose of training individuals for the purpose specified in paragraph (B)(1)(c) above.

PADUCAH, KY

- (A) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (B) below. If a service employee employed under DOE Contract AC3011CC40015 declines a bona fide express offer of employment under Paragraph (A) above, the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraphs (B)(1)(a) and (b) below to such employee, but shall provide all other preferences in hiring in Paragraph (B) below, as applicable.
- (B) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Paducah Gaseous Diffusion Plant for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below (subject to paragraph (A) above, in descending order of priority, any applicable collective-bargaining agreement(s), applicable law, and applicable site seniority lists as provided to the Contractor by the Contracting Officer), as set forth below.

- (1) The Contractor shall provide BWCS Paducah Incumbent Employees employed at the Paducah Gaseous Diffusion Plant Site who have been identified by their employer as being at risk of being involuntarily separated, the preferences in paragraphs (a) – (c) in descending order of priority:
 - (a) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the time such were identified as being at risk of being involuntarily separated.
 - (b) A preference in hiring in for vacancies in non-managerial positions for the above employees who meet the qualifications for the position.
 - (c) A preference in hiring for vacancies in non-managerial positions for the above employees who may not meet the qualifications for the position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training as provided for in paragraph (6) below.
- (2) The Contractor shall give a preference in hiring to individuals (1) who are former employees of BWCS Paducah, LATA KY, FFS, SST or USEC and (2) who are entitled to recall rights consistent with any applicable site seniority lists and any applicable collective bargaining agreement(s) at the Paducah Gaseous Diffusion Plant Site
- (3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) – (c), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference” (including USEC Employees who are eligible for the preference pursuant to 42 U.S.C. §2297h-8(a)(5)) consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:
 - (a) Grandfathered Employees who are former employees of BWCS Paducah at the Paducah Gaseous Diffusion Plant Site;
 - (b) Former employees of BWCS Paducah, LATA KY, FFS, SST or USEC or any other DOE contractor or subcontractor of a DOE contractor at the Paducah Gaseous Diffusion Plant Site; and
 - (c) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.
- (4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the Paducah Gaseous Diffusion Plant Site by BWCS Paducah or USEC and (2) who were involuntarily separated (other than for cause)

from their employment at the Paducah Gaseous Diffusion Plant Site, and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

- (5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Paducah Gaseous Diffusion Plant Site, (2) who are not precluded from seeking employment at the Paducah Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (6) The Contractor will establish a training program specifically for the purpose of training individuals for the purpose specified in paragraph (B)(1)(c) above.

LEXINGTON, KY

- (A) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (B) below. If a service employee employed under DOE Contract AC3011CC40015 declines a bona fide express offer of employment under Paragraph (A) above, the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraphs (B)(1)(a) and (b) below to such employee, but shall provide all other preferences in hiring in Paragraph (B) below, as applicable.
- (B) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Lexington office for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below (subject to paragraph (A) above, in descending order of priority, any applicable collective-bargaining agreement(s), applicable law, and applicable site seniority lists as provided to the Contractor by the Contracting Officer), as set forth below.
 - (1) The Contractor shall provide BWCS Lexington Incumbent Employees employed at the Lexington office who have been identified by their employer as being at risk of being involuntarily separated, the preferences in paragraphs (a) – (c) in descending order of priority:
 - (a) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the above employees held at the time such were identified as being at risk of being involuntarily separated.

- (b) A preference in hiring in for vacancies in non-managerial positions for the above employees who meet the qualifications for the position.
 - (c) A preference in hiring for vacancies in non-managerial positions for the above employees who may not meet the qualifications for the position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract with the training as provided for in paragraph (6) below.
- (2) The Contractor shall give a preference in hiring to individuals (1) who are former employees of BWCS Lexington or USEC and (2) who are entitled to recall rights consistent with any applicable site seniority lists and any applicable collective bargaining agreement(s) at the Lexington office.
- (3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) – (c), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference” (including USEC Employees who are eligible for the preference pursuant to 42 U.S.C. §2297h-8(a)(5)) consistent with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees:
- (a) Grandfathered Employees who are former employees of BWCS Lexington office;
 - (b) Former employees of BWCS Lexington or any other DOE contractor or subcontractor of a DOE contractor at the Lexington office; and
 - (c) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.
- (4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the Lexington office and (2) who were involuntarily separated (other than for cause) from their employment at the Lexington office; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Lexington office, (2) who are not precluded from seeking employment at the Lexington office by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular

position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

- (6) The Contractor will establish a training program specifically for the purpose of training individuals for the purpose specified in paragraph (B)(1)(c) above.

H.5 DOE-H-1002 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(A) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of contract transition, a Contractor Employee Compensation Plan 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;

- a. Philosophy and strategy for all pay delivery programs.
- b. System for establishing a job worth hierarchy.
- c. Method for relating internal job worth hierarchy to external market.
- d. System that links individual and/or group performance to compensation decisions.
- e. Method for planning and monitoring the expenditure of funds.
- f. Method for ensuring compliance with applicable laws and regulations.
- g. System for communicating the programs to employees.
- h. System for internal controls and self-assessment.
- i. 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" ("Total Compensation System"). 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.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, annually thereafter 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 Report of Compensation and Benefits in iBenefits or its successor.

(D) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for BWCS Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) 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) Incumbent Employees are BWCS Portsmouth Incumbent Employees, BWCS Paducah Incumbent Employees, and BWCS Lexington Incumbent Employees, as defined in H.3.
 - (a) Pay. The Contractor shall provide equivalent base pay to BWCS Incumbent Employees as compared to base pay provided by BWCS for at least the first year of the term of the Contract.
 - (b) Pension and Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by BWCS. Comparability of the total package of benefits shall be determined by the CO in his/her sole discretion.

BWCS Incumbent Employees shall remain in their existing pension plans (or comparable successor plans if continuation of the existing plans is not practicable) pursuant to pension plan eligibility requirements and applicable law.

- (2) Non-Incumbent Employees are new hires, i.e., employees other than BWCS Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees shall receive a total pay and benefits package that

provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements. Notwithstanding the above, benefits for Grandfathered Employees shall be provided in accordance with Clause H.6.

(3) Cash Compensation

- (a) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
- (i) Any proposed major compensation program design changes prior to implementation.
 - (ii) An Annual Compensation Increase Plan (CIP). The Compensation Increase Plan (CIP) should include the following components and data:
 - (1) Comparison of average pay to market average pay.
 - (2) Information regarding surveys used for comparison.
 - (3) Aging factors used for escalating survey data and supporting information.
 - (4) Projection of escalation in the market and supporting information.
 - (5) Information to support proposed structure adjustments, if any.
 - (6) Analysis to support special adjustments.
 - (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement. (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous plan 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).
 - (8) A discussion of the impact of budget and business constraints on the CIP amount.
 - (9) Comparison of pay to relevant factors other than market average pay.
 - (iii) 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 indicated).

- (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 (e)(3)(A)(iii) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.
- (c) Severance Pay is not payable to an employee under this Contract if the employee:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered employment with a successor/replacement contractor,
 - (iii) Is offered employment with a parent or affiliated company, or
 - (iv) 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 or Task Order.

(E) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans for employees until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (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.
- (3) 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.

- (a) 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 comparator companies approved by the Contracting Officer. 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,
 - (b) 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.
- (4) 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 by the Contracting Officer.
 - (5) 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 by the Contracting Officer.
 - (6) 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.
 - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (8) Cost reimbursement for post-retirement benefits 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.

(9) Each contractor sponsoring a pension 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 and participating in a conference call to discuss the contractor submission (see (g)(6) below for Pension Management Plan requirements).

(10) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(F) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

(1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.

(2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to separate plans at the time of new contract award or the extension of a contract.

(G) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

(1) The Contractor shall become the sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit (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) DOE approval is required prior to implementing any change to a pension plan covering prime cost reimbursement contracts for management and operation of

DOE facilities and other contracts when designated. Changes shall be in accordance with and pursuant to the terms and conditions of the Contract.

- (3) Each contractor 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 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.
- (4) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets as for a Separate Plan.
- (5) 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.
- (6) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
- (7) The Pension Management Plan shall include the following:
 - (a) A Pension Management Plan (PMP) discussing the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be updated and submitted to the Contracting Officer in draft annually no later than 45 days after the last day of the Plan year along with its draft actuarial valuation.
 - (b) Within thirty (30) days after the date of the submission, appropriate Contractor representatives shall meet with the Contracting Officer to discuss the Contractor's proposed draft annual update of the PMP to specifically discuss any anticipated changes in the projected pension contributions from the prior year's contributions and any discrepancies between the actual contributions made for the most recent year preceding that meeting and the projected contributions for that year which the Contractor had submitted to the Contracting Officer the prior year. The annual revision of the PMP shall include:
 - (i) The Contractor's best projection of the contributions which it will be legally obligated to make to the pension plan(s), beginning with the required contributions for the coming fiscal year, based on the latest actuarial valuation, and continuing for the following four years. This estimate will be based upon compliance with all applicable legal

requirements relating to the determination of contributions and upon the assumptions set out in the plan document(s).

- (ii) If the actuarial valuation submitted pursuant to the annual PMP update indicates that the sponsor of the pension plan must impose pension plan benefit restrictions, the Contractor shall provide the following information:
 - (aa) The type of benefit restriction that will take place,
 - (bb) The number of Contractor employees that potentially could be impacted and the nature of the restriction (e.g., financial impact) by imposition of the required benefit restriction, and
 - (cc) The amount of money that would need to be contributed to the pension plan to avoid legally required benefit restrictions.
- (iii) A detailed discussion of how the Contractor intends to manage the pension plan(s) to maximize the contribution predictability (i.e. forecasting accuracy) and contain current and future costs, to include rationale for selection of all plan assumptions that determine the required contributions and which impact the level and predictability of required contributions. The Contractor is required to annually establish a long term (e.g. five year) plan that outlines the projected retirement plan costs, and any planned action steps to be taken to better manage predictability. The contractor must also share the following information with the Department during the meeting:
 - (aa) Strategy for achieving and maintaining fully-funded status of the plan(s)
 - (bb) Investment policy statement for the plan, with any recent updates
 - (cc) Results of recent asset liability studies (required to be performed every 3 years or after a significant event) including rationale for maintaining current asset allocation strategy.
 - (dd) Comparison of budget projections submitted to the Department to actual contributions
 - (ee) Any recent reports, findings, or recommendations provided by plan's investment consultant.
 - (ff) Actuarial experience studies to set the plan's actuarial assumptions (required to be performed every 3-5 years)
- (iv) An assessment to evaluate the effectiveness of the Contractor's pension plan(s) investment management/results. The assessment shall include at a minimum: a review and analysis of pension plan investment objectives; the strategies employed to achieve those objectives; the methods used to monitor execution of those strategies and the achievement of the investment objectives; and a comparative analysis of the objectives and performance of other comparable pension plans. The Contractor shall also

identify its plans, if any, for revising any aspect of its pension plan management based on the results of the review.

(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. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.

(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, as applicable, to the Contracting Officer for approval or disapproval and 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. 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 DOL plan number) that is distinct from corporate plan documents and identify the contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

- (A) Benefit Plans. The Contractor shall provide pension and other benefit plans, to Grandfathered Employees and all other 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 and any applicable collective bargaining agreement(s). Within 90 days after NTP, the Contractor shall become the sponsor of the BWCS Pension Plan for Grandfathered Employees 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 BWCS Pension Plan for Grandfathered Employees shall lose the right to participate in those plans 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) Notwithstanding any other clause in this Contract, the Contractor shall ensure that it becomes the sponsor of the BWCS Pension Plan for Grandfathered Employees and 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 no later than the date that the Contractor becomes the employer for Grandfathered Employees at both the Portsmouth and Paducah Gaseous Diffusion Plant Sites, and at the Lexington office, so that there is uninterrupted and continuous participation by Grandfathered Employees in the foregoing plan(s).
 - (4) Service Credit For Leave. For BWCS Portsmouth Incumbent Employees, BWCS Paducah Incumbent Employees, and BWCS Lexington Incumbent Employees hired by the Contractor pursuant to Clause H.4; the Contractor shall carry over the length of service credit from the previous employer 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.
 - (5) Service Credit for Fringe Benefits Other Than Leave. 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.5.
- (B) Reimbursement of the Contractor Costs for Benefit Plans. The following will be subject to be reimbursed separately on a cost reimbursement basis and are not to be

included as part of the firm fixed price for CLIN 0003 (Section B.2(c), Cylinder Management):

- (1) Employer contributions to the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees for which the Contractor is a sponsor under paragraph A (1) above. The Contractor as sponsor of the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees will be reimbursed for pension contributions in the amounts necessary to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006. 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.
 - (2) The costs of the post-retirement benefits plan(s) and benefits provided by such plan(s) for the Contractor's employee(s) who meet the eligibility provisions of such plan(s).
 - (3) The costs of administering and maintaining the qualified status of pension and benefit plans, including PRB plans.
 - (4) The costs of the Contractor's severance benefits for those BWCS Portsmouth Incumbent Employees, BWCS Paducah Incumbent Employees, and BWCS Lexington Incumbent Employees that were hired by the Contractor.
 - (5) Consistent with the above, the Contractor shall credit all BWCS Incumbent 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), any transition of the employees from BWCS to the Contractor during the first six months of this Contract shall not constitute a break in service under the plan(s).
- (C) 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. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BWCS Pension Plan for Grandfathered Employees regarding the testing requirements – indicate when the BWCS Pension Plan for Grandfathered Employees may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify when the BWCS Pension Plan for Grandfathered Employees may not meet testing requirements for the current plan year and the following plan year.

(2) Failure to Meet Test Requirements. In the case that the approved threshold factors described above and other factors as approved or requested by the Contracting Officer indicate that the BWCS Pension Plan for Grandfathered Employees may not meet testing requirements, the Contractor shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the status for testing purposes.

(D) Changes to the BWCS Pension Plan for Grandfathered Employees. In addition to any other provisions of this Contract, including but not limited to Clause H.5, any changes or amendments to the BWCS Pension Plan for Grandfathered Employees are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).

(E) Change in Name. The name(s) of the BWCS Pension Plan for Grandfathered Employees, and other benefit plans may change as a result of the change in sponsorship of these plans. Any references to the BWCS Pension Plan for Grandfathered Employees and other benefit plans contained in this Contract apply to these plans as renamed.

H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

(A) Workforce Transition Planning. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes:

(1) Within ten days after Notice to Proceed, the Contractor shall:

(a) Submit to the Contracting Officer a description of any and all workforce transition agreements that it intends to enter into with BWCS to ensure compliance with Clause H.4 during the first 90 days after Notice to Proceed and during the remaining period of performance under the Contract;

- (b) Establish and submit to the Contracting Officer a draft written communication plan that details the communication that the Contractor and its subcontractors will engage in with BWCS and their employees or former employees, regarding implementation of the requirements set forth in Clause H.4; and
 - (c) Provide estimated costs and detailed breakouts of the costs to accomplish workforce transition activities within the timeframes specified; and
 - (d) Obtain information from BWCS, identifying the employees who have initially been identified as being at risk of being involuntarily separated. Provide and define a process as part of transition agreements required in paragraph (1)(a) above for obtaining updated and continuous information through the Transition Period regarding the identification of employees by BWCS that have been identified as being at risk of being involuntarily separated.
- (2) Within 15 days after Notice to Proceed, the Contractor shall:
- (a) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, describing the processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4 during the Contract Transition Period and the remaining period of performance under the Contract.
 - (b) Establish a final written communication plan with BWCS employees regarding the implementation of the hiring preferences in Clause H.4 and provide a copy to the Contracting Officer. The communication plan shall also include a communication process among the Contractor, incumbent contractor, DOE, site tenants, and incumbent union(s) representatives.
- (3) Within 30 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and draft workforce transition agreements it proposes to enter into with BWCS consistent with the requirements of Clause H.4 above.
- (4) Within 60 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer:
- (a) copies of the final workforce transition agreements with BWCS consistent with the requirements of Clause H.4 above;
 - (b) a written description of the process that it will utilize in obtaining information after the Transition Period and throughout the period of performance from BWCS regarding their respective employees that have been identified by their employer as being at risk of being involuntarily separated in order for the Contractor to ensure compliance with Clause H.4; and

- (c) copies of all and any written agreements in which it has entered with BWCS for transitioning their respective employees pursuant to Clause H.4.
 - (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.
 - (a) During the 90 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or
 - (b) More frequently if requested by the Contracting Officer.
 - (6) The Contractor shall implement the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by DOE through the Contracting Officer.
- (B) Benefits Transition Planning. The Contractor shall submit a written draft Benefits Transition Plan for the approval of the Contracting Officer, as set forth herein.
- (1) The Benefit Transition Plan will include:
 - (a) A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with Clause H.5, and this Paragraph (B).
 - (b) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
 - (c) A written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, will be amended or restated on or before the last day of the 90 day Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.
 - (2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.

(a) Within ten days after Notice to Proceed, the Contractor shall:

- (1) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning of the existing pension plan and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes the sponsor of the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees and contact information for the above personnel; and
- (2) Request BWCS to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Transition Period.
- (3) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

(b) Within 15 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer:

- (1) A list of the information and documents that the Contractor has requested from BWCS pertaining to the transition existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from BWCS. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clause H.5.

(c) Within 20 days of Notice to Proceed, the Contractor shall:

- (1) The draft Benefits Transition Plan; and
- (2) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5 including requirements pertaining to the transition of employee benefit plans; and
- (3) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for BWCS, if and when

necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clause H.5 and, including execution of transition agreements with BWCS. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.

- (d) Within 30 days after Notice to Proceed, the Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer
- (e) Within 45 days after Notice to Proceed, the Contractor shall:
 - (1) Provide to the Contracting Officer draft or proposed final versions of the following documents as set forth below –
 - (i) drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BWCS, including but not limited to amendments effectuating the change in sponsorship. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by BWCS. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (ii) drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (iii) drafts of the transition agreements which the Contractor will enter into with BWCS, to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5.
 - (f) No later than 60 days after Notice to Proceed and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in paragraph (e) above.
 - (g) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
 - (h) After the Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following

information promptly to the Contracting Officer upon the request of the Contracting Officer:

- (1) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
- (2) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5.
- (3) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response and if no timeframe is specified, the contractor shall provide the data response within one calendar day.

H.8 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS FOR WHICH DOE REIMBURSES COSTS

(A) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired employees with respect to service at the Portsmouth Gaseous Diffusion Site, Paducah Gaseous Diffusion Site, and the Lexington Office (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:

- (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.
- (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 assumes 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 (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.9 LABOR RELATIONS

(A) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities. Consistent with applicable labor laws and regulations for work currently performed by members of United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union, Paducah Local 550 and Portsmouth Local 689 (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 covered in the scope of this Contract, and to bargain in good faith to a collective bargaining agreement(s) that gives due consideration to applicable terms and conditions of the existing BWCS collective bargaining

agreement(s) for work at the Paducah Gaseous Diffusion Plant Site and Portsmouth Gaseous Diffusion Plant Site. See also FAR Subpart 22.5.

- (B) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of the 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 and 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) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of interest including 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, a listing of all joint labor-management programs including safety and health, civil rights and productivity committees and a copy of the collective bargaining agreement and any subsequent modifications. If a collective bargaining agreement has been expired for 180 days or, in the event of a newly certified bargaining unit, no collective bargaining agreement has been ratified within 180 days, the Contractor shall provide the Contracting Officer with a monthly written report outlining the Contractor's strategy to achieve a ratified collective bargaining agreement, utilize the office of the Federal Mediation and Conciliation Services, and review the economic parameters with the Contracting Officer. If, after 210 days, the Contractor and the Contractor's labor union do not have a ratified collective bargaining agreement, the Contractor will provide the Contracting Officer with weekly written reports outlining the Contractor's strategy to resolve the outstanding issues.
- (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 grievances or other. Within one day of receipt, the Contractor shall 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 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.
 5. A copy of all arbitration decisions.

H.10 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing. The Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with

Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 and any other DOE guidance pertaining to workforce restructuring, as may be amended from time to time. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, DEAR 952.226-74, Displaced Employee Hiring Preference and Clause H.4, Hiring Preferences.

H.11 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.

H.12 DOE-H-2003 WORKER'S COMPENSATION INSURANCE (OCT 2014)

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.13 DOE-H-2006 DEFENSE NUCLEAR FACILITIES SAFETY BOARD (OCT 2014)

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB), which are contained in implementation plans, and other DOE correspondence to the DNFSB (Department of Energy Implementation Plan for Defense Nuclear Facilities Safety Board Recommendation 95-1, Improved Safety of Cylinders Containing Depleted Uranium, October 16, 1995). The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations, which affect or can affect Contract work. Based on

the COR's direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary in a safe and efficient manner. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.14 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)

- (a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this Contract.
- (b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.15 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the Contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-10.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the Contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.16 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee

Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

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

Responsible Corporate Official:

Mid America Conversion Services, LLC
Gregory S. Wood
Chief Financial Officer
Atkins.
299 South Main St., Ste. 1700
Salt Lake City, UT 84111
Tel: 801-649-2000 / Fax: 801-321-0453

Westinghouse
Robert J. Buechel
Vice President, NF Products & Strategic Initiatives
Westinghouse Electric Company, LLC
5801 Bluff Rd.
Hopkins, SC 29061
Tel: 803-647-1826 / Fax: 803-695-3999
E-mail: buecherj@westinghouse.com

Fluor
John Gregory Meyer
Senior Vice President, Environmental and Nuclear Business Unit
Fluor Enterprises, Inc.
2300 Clarendon Blvd., Ste. 1110
Arlington, VA 22201
Tel: 703-387-4840 / Fax: 703-387-4822
E-mail: greg.meyer@fluor.com

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

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

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

Corporate Board of Directors:

Chair: David J. Lockwood
President and CEO
EnergySolutions, Inc.
299 South Main St., Ste. 1700
Salt Lake City, UT 84111
Tel: 801-649-2000 / Fax: 801-321-0453
E-mail: djlockwood@energysolutions.com

Alan M. Parker
Group President, Projects
Atkins
100 Center Point Circle, Ste. 100
Columbia, SC 29209
Tel: 803-256-0450 / Fax: 803-256-0968 /
E-mail: alan.parker@atkinglobalns.com

Marc F. "Dutch" Conrad
Vice President, Eastern Operations
1009 Commerce Park Dr., Ste. 100
Oak Ridge, TN 37830-8057
Tel: 865-481-6352 / Fax: 865-481-2555

Robert J. Buechel
Vice President, NF Products & Strategic Initiatives
Westinghouse Electric Company, LLC
5801 Bluff Rd.
Hopkins, SC 29061
Tel: 803-647-1826 / Fax: 803-695-3999
E-mail: buecherj@westinghouse.com

Jason B. Campbell
Director, Human Resources, NF&CM
Westinghouse Electric Company, LLC
1000 Westinghouse Dr.
Cranberry Township, PA 16066
Tel: 412-374-5596 / Fax: 724-940-8501
E-mail: campbejb@westinghouse.com

David L. Olson
Vice President, Operations, Environmental and Nuclear Business Unit
Fluor Government Group International, Inc.
100 Fluor Daniel Dr.
Greenville, SC 29607
Tel: 864-281-4645 / Fax: 864-281-6011

E-mail: david.l.olson@fluor.com

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

H.17 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this Contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this Contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this Contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.18 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price- Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

H.19 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014) – CLIN 0003

(a) This clause only applies to a 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 a 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 deficiencies 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 withholding 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.20 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)

- (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) (FAR 9.601), 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 (FAR) (48 CFR chapter 1) and Department of Energy Acquisition Regulation (DEAR) (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.21 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014)

(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 part31, 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.22 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014)

(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;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;

- (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.23 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)

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

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of Contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.25 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.26 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

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

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the Contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.27 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)

The work under this Contract requires activities to be subject to the National Environmental Policy Act of 1969 (NEPA). The Contractor shall supply to DOE certain environmental information, as requested, in order for DOE to comply with NEPA and its implementing policies and regulations. Funds obligated under this Contract shall only be expended by the Contractor on the activities set out below, unless the Contracting Officer modifies the listed activities or notifies the Contractor that NEPA requirements have been satisfied and the Contractor is authorized to perform the complete work required under the Contract.

**Fill-in 1: [All activities under Section C:
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT]**

H.28 DOE-H-2038 NUCLEAR FACILITIES OPERATIONS (OCT 2014)

- (a) The work under this Contract includes the operation of nuclear facilities. The Contractor recognizes that such operations involve the risk of a nuclear incident which, while the chances are remote, could adversely affect the public's health and

safety and the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risks involved.

- (b) As used in this clause, the term "nuclear materials" is a collective term which includes source material, special nuclear material, and those other materials to which, by direction of DOE, the provisions of DOE's Orders or Directives regarding the control of nuclear materials, which have been or may be furnished to the Contractor by DOE, apply. The Contractor shall accept existing procedures and, in a manner satisfactory to the Contracting Officer, propose revised, as appropriate, accounting and measurement procedures, maintain current records and institute appropriate control measures for nuclear materials in its possession commensurate with the national security and DOE policy. The Contractor shall make such reports and permits subject to inspection as DOE may require with reference to nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.
- (c) Transfers of nuclear materials shall only be made with the prior written approval of the Contracting Officer, or authorized designee. Nuclear materials in the Contractor's possession, custody, or control shall be used only for furtherance of the work under this Contract. The Contractor shall be responsible for the control of such nuclear materials in accordance with applicable DOE Orders and Directives regarding the control of nuclear materials, which have been or may be issued to the Contractor by DOE. The Contractor shall make a part of each purchase order, subcontract, and other commitment under this Contract involving the use of nuclear materials for which the Contractor has accountability, appropriate terms and conditions for the use of nuclear materials and the responsibilities of the subcontractor or vendor regarding control of nuclear materials. In the case of fixed-price purchase orders, subcontracts, or other commitments involving the use of nuclear materials for which the Contractor has accountability, the terms and conditions with respect to nuclear materials shall also identify who has the financial responsibilities, if any, regarding such items as losses, scrap recovery, product recovery, and disposal.

H.29 DOE-H-2042 CONTRACTOR PERFORMANCE COMMITMENTS (OCT 2014)

- (a) Sections B through J of the Contract set forth various performance and end state requirements. As part of its proposal dated **Fillin 1: [insert date]**, the Contractor has proposed commitments towards achieving those performance and end state requirements. Identified below in paragraph (b) are performance commitments proposed by the Contractor. These performance commitments may be included in the performance criteria for earning fee in accordance with Section J-13 Performance Evaluation and Measurement Plan.
- (b) Contract Period

Fillin 3: [insert the list of Contractor Performance Commitments to be accomplished during the basic Contract period.]

H.30 DOE-H-2043 ASSIGNMENT AND TRANSFER OF CONTRACTS AND SUBCONTRACTS (OCT 2014)

- (a) Assignment of DOE Prime Contracts. During the period of performance of this Contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this Contract. The Contractor shall accept the transfers and assignments of such contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.
- (b) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this Contract.

H.31 DOE-H-2046 DIVERSITY PROGRAM (OCT 2014)

- (a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within 60 calendar days after the effective date of the Contract. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within **60** calendar days of its approval by the Contracting Officer.
- (b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.
- (c) An annual diversity report shall be submitted pursuant to **Section J-8 List of Deliverables**. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives

during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

H.32 OBSERVANCE OF FEDERAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

- (1) New Year's Day
- (2) Birthday of Martin Luther King, Jr.
- (3) Washington's Birthday
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Columbus Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) 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

H.33 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the Contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this Contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.34 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

- (a) In accordance with the clause DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:
 - (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
 - (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
 - (3) Comprehensive bodily injury liability - \$500,000.
 - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
 - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
 - (6) Comprehensive automobile property damage - \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the Contract.

H.35 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE I (OCT 2014)

- (a) In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, the master subcontracting plan contained in Section J-9, is hereby incorporated into and made a part of this Contract.
- (b) Prior to the beginning of each Government fiscal year, or other period as required by the Contracting Officer, the Contractor shall submit an individual subcontracting plan containing the annual subcontracting goals required by the clause at FAR 52.219-9, Small Business Subcontracting Plan, and any changes to the master subcontracting plan. The annual, individual subcontracting plan and changes to the master plan are subject to the Contracting Officer's approval; and the approved plan is incorporated by reference into the Contract.

H.36 DOE-H-2053 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (OCT 2014)

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

- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.37 DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014)

In accordance with the clause FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012), the Government will provide the property **listed in Section J, Attachment J-16 Government Furnished Equipment.**

H.38 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)

- (a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:

[Insert the names of major or critical subcontracts subject to the operation of this clause]

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

H.39 DOE-H-2059 PRESERVATION OF ANTIQUITIES, WILDLIFE AND LAND AREAS (OCT 2014)

- (a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.
- (b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.
- (c) Except as required by or specifically provided for in other provisions of this Contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.40 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL –ALTERNATE I (OCT 2014)

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the Contract pursuant to the clause at DEAR 970.5204-2, Laws, Regulations and DOE Directives.

H.41 DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES – ALTERNATE II (OCT 2014)

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

H.42 DOE-H-2070 KEY PERSONNEL (OCT 2014)

(a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this Contract are identified below:

DESIGNATED KEY PERSONNEL

NAME	TITLE
<u>Alan Parker, P.E.</u>	Project Manager
<u>Todd Butz, Ph.D.</u>	Environment, Safety, Health and Quality Manager
<u>Robert (Bob) Giroir</u>	Plant Manager- Portsmouth
<u>Phillip Weaver</u>	Plant Manager- Paducah
<u>Fred Jackson, PMP</u>	Chief Process Technology Officer / Chief Engineer
<u>Adam Goldberg</u>	Implementation Process Technology Officer / Site Engineering Manager
<u>Sharon Shirley</u>	Business Manager/ Chief Administration Officer

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

- (b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the Contract. All key personnel shall be permanently assigned to their respective positions.
- (c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
 - (1) The term “reasonably in advance” is defined as 30 calendar days.
 - (2) Key personnel are considered “managerial personnel” under the clause at DEAR 952.231-71, Insurance – Litigation and Claims.
- (d) Contract fee reductions for changes to key personnel.
 - (1) Notwithstanding the approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is removed, replaced, or diverted within two (2) years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$750,000 for each and every such occurrence.
 - (2) Notwithstanding the approval by the Contracting Officer, any time a key person other than the Project Manager is removed, replaced, or diverted within two (2) years of being placed in the position, the earned fee may be permanently reduced by \$350,000 for each and every such occurrence.
 - (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in earned fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in earned fee.

H.43 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-1 or identified elsewhere in the Contract.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on Contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the Contract. Within 30 days after

- receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
 - (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other Contract terms and conditions, including cost and schedule, associated with the revision pursuant to the Section I clause (s) of this Contract at FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987), ALTERNATE I (APR 1984) and FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987), ALTERNATE II (APR 1984).
 - (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.44 DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)

- (a) The Government may provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this Contract in accordance with the clause FAR 52.251-2, Interagency Fleet Management System (IFMS) Vehicles and Related Services.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
 - (2) Do not use vehicles for transportation between an employee's residence and place of employment unless authorized by the Contracting Officer.
 - (3) Comply with Federal, State and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid State, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.

- (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.
 - (7) Do not use tobacco products while operating or riding in a Government vehicle.
 - (8) Do not provide transportation to strangers or hitchhikers.
 - (9) Do not engage in "text messaging" while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.233-18, Encouraging Contractor Policies to Ban Text Messaging While Driving.
 - (10) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.
- (c) The Contractor shall -
- (1) Establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the Contract; and
 - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the Contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or -leased vehicles are to be provided for use by subcontractor employees.

H.45 DOE-H-2073 RISK MANAGEMENT AND INSURANCE PROGRAMS (DEC 2014)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the Contractor has established separate operating business units.

1. BASIC REQUIREMENTS.

- a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.

- b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
- c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.
- d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
- e. The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- f. When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- g. Ensure self-insurance programs include the following elements:
 - (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (4) Accounting of self-insurance charges.
 - (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (a) The claims reserve shall be held in a special fund or interest bearing account.
 - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and

losses, and that DOE shall receive its equitable share of any excess funds or reserve.

(c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.

(d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.

- h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges from the DOE Contract.
- i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING.

The Contractor shall:

- a. provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
 - (1) The amount paid for each claim
 - (2) The amount reserved for each claim
 - (3) The direct expenses related to each claim
 - (4) A summary of the year showing total number of claims
 - (5) A total amount for claims paid
 - (6) A total amount reserved for claims
 - (7) The total amount of direct expenses
- b. provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).
- c. provide additional claim financial experience data as may be requested on a case-by-case basis.

3. TERMINATING OPERATIONS.

The Contractor shall:

- a. ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- b. identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
- c. reach agreement with DOE on the handling and settlement of self insurance claims incurred but not recorded at the time of Contract termination; otherwise, the Contractor shall retain this liability.

4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION

The Contractor shall:

- a. obtain the written approval of the Contracting Officer for any change in program direction; and
- b. ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.46 TRANSITION TO FOLLOW-ON CONTRACT

The Contractor recognizes that the work and services covered by this Contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract. It is therefore understood and further agreed in recognition of the above:

- (a) At the expiration of the Contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.
- (b) Within fifteen (15) days after the Notice to Proceed, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the Contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.

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

H.47 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, the Contracting Officer shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this Contract, or
- (c) Modify any term or condition of this Contract.

H.48 FINANCIAL MANAGEMENT SYSTEMS

- (a) The Contractor shall operate and maintain a timely, accurate and reliable financial management system that is responsive to the reporting requirements of the Department and conforms to Generally Accepted Accounting Principles, Federal Financial Accounting Standards, and Cost Accounting Standards.
- (b) The Contractor shall submit a plan for CO approval of any substantive change to the financial management and business systems or subsystems at least 30 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.

H.49 DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT

- (a) The PWS presents significant work scope challenges to the Contractor, and makes it imperative that DOE has a focused approach to oversight of Contractor work. The approach shall provide effective DOE oversight of project work, yet it must not present the Contractor with burdensome or "non-value added" work related distractions.
- (b) DOE's oversight approach shall include reviews of periodic administrative progress reports submitted by the Contractor and direct observation by DOE employees of Contractor work in progress. Additionally, DOE's oversight approach will rely heavily on the established Contractor Assurance System, as defined and required by DOE O 226.1, Implementation of Department of Energy Oversight Policy.
- (c) DOE's oversight of work in progress will include specific provisions for the designation and qualification of DOE employees conducting oversight activities. This will include the following elements:

- (1) The number of DOE employees providing technical direction to the Contractor will be limited and formally designated, by name, in writing by the CO; and
 - (2) DOE employees assigned oversight responsibilities will be trained and qualified in areas of technical competency. The areas of technical competency will focus on the work conducted by the Contractor (e.g., waste packaging, facility demolition, facility decontamination, crane operation, heavy-lifting safety, nuclear and general safety oversight.)
- (d) DOE's oversight activities will focus primarily on assuring the safe operation of DUF6 conversion facilities at Portsmouth, OH and Paducah, KY. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The six fundamental areas of oversight are as follows:
- (1) Project Management Oversight: This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance.
 - (2) Contract Management Oversight: Administration and monitoring of the prime Contract will be in accordance with the Contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.
 - (3) Financial Management Oversight: DOE will review budgetary data submitted by the Contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE will review the status of designated management commitments. DOE or its designee will monitor and audit Contractor financial management systems funds management practices and procedures, and accounting practices to ensure compliance with applicable regulations and statutes.
 - (4) Daily Oversight: DOE Facility Representatives, Project Managers and Subject Matter Experts will conduct daily oversight. The purpose of this oversight will be to assess compliance with the terms and conditions of the Contract and to assure effective safety oversight. In addition to this daily involvement, the Contractor shall support:
 - (1) DOE's safety oversight, which includes the capability for examining, assessing and auditing by all levels of the DOE organization;
 - (2) Senior Management walkthroughs, conducted in areas or locations where work is ongoing;
 - (3) Periodic Walkthroughs by regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and
 - (4) Employee concerns elevated to DOE for evaluation

- (5) Cyber Security Assessments: DOE Mission Information Protection Program subject matter experts will conduct cyber security assessments and site assist visits that will include a review of cyber security documentation, NIST SP 800-53 security control implementation and active penetration testing of the IT infrastructure.
 - (6) Scheduled Assessments: DOE will publish a quarterly oversight schedule of assessments on the PPPO web site. Adjustments will be made no fewer than 30 days prior to any planned assessment (with the exception of a “For Cause” review.) Assessment reports will be formally transmitted to the Contractor for development of a corrective action plan, if required. DOE will verify and validate the Contractor’s effectiveness in correcting the root cause problem of the concerns and findings.
- (e) The CO shall designate the COR for giving technical direction by separate letter. The Contractor shall use the COR as the primary point of contact on technical matters (See the Correspondence Procedures clause, Section G, for definition), subject to the restrictions of Section I clause entitled *DEAR 952.242-70 Technical Direction*. Other individuals, to be identified by the CO, may be delegated with administrative COR authority.

H.50 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the National Defense Authorization Act of 2001 (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records, in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors’ employees.
- (b) Provide reports as directed by the U.S. Department of Energy (DOE), such as costs associated with EEOICPA.
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by DOE.
- (d) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.
- (f) Perform/coordinate records declassification activities required for the processing of claims forms.
- (g) Keep Federal Compensation Program Act (FCPA) information current on EEOICPA claims activities.
- (h) Ensure that up-to-date cost information is input to the FCPA electronic reporting system by the 10th of each month.

- (i) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of the date entered in the FCPA electronic reporting system.

The FCPA electronic reporting system will be provided to the Contractor.

H.51 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

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

H.52 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE

- (a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this Contract.
- (b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
- (c) The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.
- (d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this Contract, the Contractor has reason to believe that its utilization of Government-furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.
- (e) Paragraphs (a) through (d) of this clause shall flow down to all subcontracts.

H.53 GOVERNMENT-FURNISHED SERVICES AND ITEMS

- (a) DOE and the Contractor recognize that implementation of the PWS in an optimized fashion is dependent upon many activities, including the Government Furnished Services and Items (GFSI) identified below.
- (b) Within thirty (30) days after the Notice to Proceed and by September 1 prior to each fiscal year end, the Contractor shall provide the CO a projection of its needed GFSI

for the upcoming fiscal year in the format of updating Section J, Attachments J-4b and J-5, and Table H-1. The Contractor shall also provide quarterly updates to this projection, if changes occur, to the CO. Amendments to the projection, if any, shall be provided to the CO 45 days in advance of the GFSI need date

- (c) DOE will review each Contractor submittal of GFSI needs and, within 15 calendar days, notify the contractor whether it will provide the requested GFSI. If DOE will not provide the GFSI by the need date requested by the Contractor, DOE will identify when it will provide the requested GFSI within 30 days of the request.
- (d) All equipment, supplies and other materials needed to perform this work and not included as Government furnished equipment shall be supplied by the Contractor. The listing of Government furnished property for this Contract can be found in Section J-16, Government Furnished Equipment.

Table H-1 DETAILED DESCRIPTION OF GOVERNMENT-FURNISHED SERVICES AND ITEMS		
Scope	Requirement	GFSI
The Contractor shall support the operations of the DUF6 Conversion Facilities at Portsmouth, OH and Paducah, KY by performing activities as described in Section C, Performance Work Statement	DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities	DOE will ensure the following systems are available to the Contractor throughout the period of performance of this Contract: -Integrated Planning Accountability and Budget - System (IPABS) -Facility Information Management System (FIMS) -Computerized Accident/Incident Reporting System (CAIRS) -Non-Compliance Tracking System (NTS) database -Occurrence Reporting and Processing System (ORPS) -Foreign Access Central Tracking System (FACTS) database -Federal Telephone System Access Condition Assessment Information System (CAIS) -Work Force Information System (WFIS)

H.54 INTEGRATED CONTRACTOR WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS

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.2of the Contract for the work scope and period of performance being authorized for CLIN 0002. The work control system shall employ the Earned Value Management method or an alternate performance management method and shall be consistent with Department of Energy (DOE) and EM policies and guidance for operations activities contained in Section J

Attachment, J-15 “Integrated Contractor Work Control Systems and Reporting Requirements Clause,” paragraphs A.1. The Contractor shall submit a Work Controls System Description (WCSD) or a Project Controls System Description (PCSD) during the Transition Operations Phase.

If the WCSD or PCSD is based on the Earned Value Management method, the Control System Description and its implementation shall comply with the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA)-748 (current) Earned Value Management Systems (EVMS) Standard.

Alternately, if the control system is not based on EVM, but on other performance metrics, the Control System Description must fully describe the alternate performance management system and must be evaluated and approved by the DOE.

B. Baseline Development and Performance Reporting

The Contractor’s planning and performance reporting processes shall provide DOE with the supporting data for an independent assessment of the Contractor’s work execution plan, basis of cost and schedule estimates, 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 consistent with policies and guidance as set forth in Attachment J-15, “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 managed by the Contractor and are consistent with the schedule of prices in the Contract as ratified. The CPB supporting documentation should demonstrate that the Contractor has put in place planning and management processes and qualified personnel to execute the work in a safe and efficient manner

The CPB shall be submitted for review by DOE and approval by the Contracting Officer (CO). Once the CPB is approved, the Contractor shall follow the approved change control process.

- **Initial and Interim Contract Performance Baseline Submittal**
 - Within the Contract Transition Operations Phase as defined in this Contract, the Contractor shall develop and submit for CO approval:

- i. An Initial CPB¹ for the Contract performance period that reflects the Contractor's cost proposal with any revisions resulting from negotiations leading to Contract award. **(See Section J, Deliverable List)**

 - ii. An interim CPB² that provides work planning, measurement and management details as listed below to cover approximately the first 15 months³ of performance starting from the award date or Notice to Proceed as applicable. **(See Section J, Deliverable List)** 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 aligned with work scope deliverables;
 2. Integrated Resource Loaded Schedule at work-package level to track monthly performance for the interim period;
 3. Work Management Plan that includes Work (or 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.
- If Contract modifications are negotiated within the Transition Operations Phase, 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.

 - 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 plans to use an EVMS, the system must be certified to be compliant with ANSI-EIA 748 (current version), and the Interim

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 15 months of the Contract (i.e., the Transition Operations Phase plus the first year of operations). 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 interim period will be 21 months and for every month after that the interim period will be reduced by a month.

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.

- **Full Contract Performance Baseline (CPB) Submittal**

- During the first six months after the Transition Operations Phase, in addition to performing and reporting progress against the Interim CPB, the Contractor shall develop and submit for DOE approval by the DOE CO the full CPB (See section J, Attachment J-15, "Integrated Contractor Work Control Systems and Reporting Requirements Clause," paragraph D.4.g – Typical Baseline Documents) for the remaining Contract term. These plans will include the development of the full CPB which may entail development of multiple CPB segments.
- During the first six months after the Transition Operations Phase, the Contractor shall submit for approval by the CO, the full CPB⁴ for the full 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 if EVMS is used. CPB segments shall be developed in accordance with applicable policy and guidance documents noted in Section J, Attachment J-15, "Integrated Contractor Work Control Systems and Reporting Requirements Clause," paragraphs A.1 and B.1.
- The Contractor shall provide monthly status reports regarding the CPB document preparation progress to the CO.
- The full CPB submittal shall include both a hard copy and electronic files.
- **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 may withhold some or 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 some or all provisional fee payments may be withheld until alignment is re-established.

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 Contract for CLIN 0002. 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).

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 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 the time frame specified by the CO. 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 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.

- **Reviews**
 - After completion of the Transition Operations Phase and receipt of the Contractor's Initial and Interim CPBs, DOE will complete its review to determine whether they meet the terms and conditions of the Contract. In cases where they do not 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.
 - Review of Contractor's Work (or Project) Control System that is based on alternate performance management (non- EVMS) process:

If the Contractor plans to use an alternate (non-EVMS) work control system, the WCSD shall be submitted to the CO within one month of Notice to Proceed, requesting CO approval. The alternate system shall enable the Contractor to track work progress against an established baseline plan and/or against established targeted milestones. The alternate performance management system shall gather reliable information in a timely manner to assist management in making decisions that affect positive change on task performance. The DOE will evaluate the alternate performance management system to assess whether the system enables the Contractor and the Government to track and assess cost, schedule and technical performance.

- Review of Contractor's Work (or Project) Control System if the Contractor chooses to use EVMS:

If the Contractor chooses to use EVMS, the system must be certified to be in conformance with ANSI/EIA-748 standards. The Contractor shall begin earned value measurement during the month following the end of the Transition Operations Phase, and begin reporting the month thereafter. The Contractor shall initiate discussions with the CO within 15 days after award to schedule an EVMS certification review and, when six months of earned value data are available (and no later than three months after the Transition Operations Phase), the Contractor shall have in place all documentation necessary to obtain EVMS certification in conformance with ANSI/EIA-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.

1. For Contracts with contract values greater than or equal to \$50 million, DOE will evaluate the Contractor's EVMS against the ANSI Standard.
 2. For Contracts with total contract values less than \$50 million, the Contractor must perform self-evaluation against the ANSI standard by an internal entity that is preferably independent to this specific contract.
- 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.
 - **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@hq.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-15, "Integrated Contractor Work Control Systems and Reporting Requirements" paragraph C, Performance Reporting.

The Contractor shall report the costs incurred in performance of the work as the 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.55 EMERGENCY CLAUSE

- (a) The U.S. Department of Energy (DOE) Portsmouth/Paducah Project Office (PPPO) Manager or designee shall have sole discretion to determine when an emergency situation exists at the site. In the event that either the DOE-PPPO Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- (b) The Contractor shall include this clause in all subcontracts at any tier for work performed at the site.

H.56 INFORMATION

- (a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (b) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or

local, state or Federal Government officials, has a clear understanding of DOE activities at the DUF6 Facilities.

- (c) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.
- (d) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (e) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (f), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (f) The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (g) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H.57 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS

- (a) The Contractor shall be responsible for becoming a party to all regulatory compliance agreements/orders associated with scope under this contract including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.
- (b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will use its best efforts to perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) In the event of termination or expiration of this contract, DOE will require the new contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

H.58 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

- (a) In this Clause:

- (1) “Environmental” requirements means requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and
 - (2) “Party” means either the Contractor or DOE.
- (b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:
- (1) The cognizant regulatory authority fines or penalizes;
 - (2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;
 - (3) Is a permittee; or
 - (4) Is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Consequently, if the Contractor causes a violation:
- (1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and
 - (2) Costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are to be borne by the Contractor.

H.59 PRIVATELY GENERATED RESTRICTED DATA

The DOE will not itself be providing any classified information as part of this contract. However, in the event that the Contractor introduces new or unique technology into the Conversion Process, the requirements of 10 CFR 1045.21, “Privately generated restricted data” may apply. If there is a chance that such technology will be utilized, the Contractor shall coordinate with DOE as soon as it is known that such technology will be used.

H.60 SITE SERVICES

- (a) The Contractor will be performing work at sites where other entities are conducting various activities, including other DOE prime contractors, subcontractors, and other organizations. These entities, including the Contractor, need to acquire or perform certain services in support of their activities that may be common to other entities on the site. In some instances it is to the net benefit to DOE for these services to be provided by one central source at the respective sites. Refer to Section J-4a “DUF6 Services & Contract Interface Requirements Matrix for Paducah” and Section J-4b “DUF6 Services & Contract Interface Requirements Matrix for Portsmouth”.
- (b) The Contractor may receive services from and provide services to other prime contractors, subcontractors, or other organizations at the sites as approved by the CO or designee. These services may be provided in one of the following categories:
 - (1) Services that are the responsibility of the Contractor, but the Contractor elects, or the CO or designee directs the Contractor, to purchase the service from another prime contractor, subcontractor, or other organization rather than perform the work with its own employees or acquire the service from one of its subcontractors.
 - (2) Services that are common to the Contractor, other prime contractors, subcontractors, or other organizations where the Contractor elects, or the CO or designee directs the Contractor, to provide such services to such entities where it is to the overall net benefit to DOE.
- (c) When services are acquired under these provisions, the Contractor shall maintain control and accountability for the work under this contract and shall execute appropriate agreements with the other entities.
- (d) Services which the Contractor is expected to purchase from other prime contractors, subcontractors, or other entities at the sites include protective services, fire protection, emergency response, and other services of this general nature where it is not to the overall benefit of DOE for there to be multiple sources for such services.

H.61 EMPLOYEE CONCERNS PROGRAM

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of issuance of the Notice to Proceed that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A Department of Energy Employee Concerns Program, and all superseding versions.

H.62 MENTOR-PROTÉGÉ PROGRAM

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically

Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. The Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

H.63 PAPERLESS DIRECTIVE PROCESSING SYSTEM

- (a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE orders and other directives applicable to Contractors, with the applicable departmental policies, plans, programs, and management directives, and with all changes to assigned work as agreed to by the Contractor and the Contracting Officer or designee.
- (b) DOE has developed a list of applicable DOE Directives, and is appended to the contract as Section J, Attachment J-2. The Contractor shall comply with the directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this contract, for additional costs, fee or extension of time of performance relating to compliance with the directives in such list.
- (c) The List of Applicable DOE Directives to the contract will be revised and issued, by the DOE Contracting Officer, as a contract modification, as necessary. The Contracting Officer may direct the Contractor to comply with additional DOE Directives and local directives and revisions thereto, as follows:
 - (A) Pursuant to and in accordance with the Changes clause of the contract with respect to changes in directives within the general scope of this contract.
 - (B) Pursuant to any Environment, Safety, and Health provisions of this contract, and in accordance with the Changes clause of this contract with respect to changes in directives involving safety, environment, health, and quality.
- (d) At least once a month, the Contractor will extract directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE directives may be obtained without charge from the Contracting Officer or by citing the number of this contract in a written request sent to the following address:

U.S. DOE
Distribution Section
1000 Independence Ave S.W.

Washington, DC 20585
James V. Forrestal Building

- (e) The Contracting Officer and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the applicability of directives. The Contracting Officer is the only Government Official authorized to resolve possible conflicting requirements involving directives.
- (f) Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding, manpower and other provisions of the contract. If the Contractor considers the directive to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the Contracting Officer within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this contract or the requirements of the directive cannot be implemented within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the Contracting Officer within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the contract. After evaluation of the Contractor's position, the Contracting Officer shall issue direction to the Contractor, pursuant to the applicable Changes clause in this contract, concerning appropriate implementation of the directive.
- (g) The Contractor will, at least quarterly, notify DOE of those directives obtained from the DOE Paperless Directive System as described in (d) above. The Contractor cognizant personnel will review these directives and recommend for concurrence disposition of the directives to DOE-PPPO.
- (h) Upon agreement between the Contractor and DOE, the directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the directive added to Attachment J-2, Portsmouth List of Applicable DOE Directives (List B), of the contract and issued by the Contracting Officer. The same process will be utilized for deletion of directives.
- (i) The Contractor shall incorporate the substance of this clause with respect to applicable directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the Contracting Officer.

H.64 PRIVACY ACT SYSTEM OF RECORDS

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

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-14	Report of Compensation
DOE-28	General Training Records
DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-55	Freedom of Information Act and Privacy Act (FOIA/PA) Requests for Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

- (b) If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the 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, the Contractor must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.
- (c) The above list 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 written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2, Privacy Act. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

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

H.65 GOVERNMENT OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION OPERATIONS PHASE

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the Transition Operations Phase, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and current contractor’s personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

- (a) The Contractor must perform a joint wall-to-wall physical inventory with the current contractor(s) of all accountable high-risk and sensitive property during the Transition Operations Phase and accept full accountability for the high-risk property at the end of the Transition Operations Phase.
- (b) The Contractor must accept, at the end of the Transition Operations Phase, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an “as-is, where-is” basis, or perform a wall-to-wall inventory within 120 calendar days of the Notice to Proceed . Any discrepancies from the existing inventory records shall be reported to the Contracting Officer. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous Contractor's records will become the inventory baseline.

H.66 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment, which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of

doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance.

H.67 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

The Contractor shall participate in the National Nuclear Security Administration (NNSA)/Environmental Management (EM) Strategic Sourcing Partnership. Under this partnership, EM contractors shall work with the NNSA/EM Supply Chain Management Center (SCMC) to yield an enterprise-wide, synergistic strategic sourcing solution that leverages NNSA and EM purchasing power to gain pricing, processing, and report efficiencies to reduce costs overall for the Government.

H.68 CONFERENCE MANAGEMENT

The Contractor agrees that:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) "Conference" is defined in the Federal Travel Regulation as, "[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404." However, this definition is only a starting point. What constitutes a conference for the purpose of this guidance is a factbased determination based on an evaluation of the criteria established in this attachment.

Conferences subject to this guidance are also often referred to by names other than "conference." Other common terms used include conventions, expositions, symposiums, seminars, workshops, or exhibitions. They typically involve topical matters of interest to, and the participation of, multiple agencies and/or nongovernmental participations. Indicia of a formal conference often include but are not limited to registration, registration fees, a published substantive agenda, and scheduled speakers, or discussion panels. Individual events may qualify as conferences without meeting all of the indicia listed above, but will generally meet some of them.

Please note that some training events may qualify as conferences for the purposes of this guidance, particularly if they take place in a hotel or conference center.

Local Conferences. Events within the local duty location that do not require advance travel authorization may also qualify as a conference for the purposes of this guidance if the event exhibits other key indicia of a conference, especially the payment of a registration, exhibitor, sponsor, or conference fee.

Exemptions. For the purposes of this guidance, the exemptions below apply and these types of activities should not be considered to be conferences even if the event meets the general definition of conference in section I above. Even where an event is considered exempt from this guidance, organizations are expected to continue to apply strict scrutiny to DOE's participation to ensure the best use of government funds and adherence with not only all applicable laws and policy, but the underlying spirit or principles, including ensuring that only personnel attend events that have a mission-essential need to do so, that expenses be kept to a minimum, and that participation in any associated social events be limited and restrained to the greatest degree practicable to avoid the appearance of impropriety. Exemptions from this guidance should be granted sparingly and only when events fully meet the definition and intent of the criteria below:

- 1) Meetings necessary to carry out statutory oversight functions. This exemption would include activities such as investigations, inspections, audits, or non-conference planning site visits.
 - 2) Meetings to consider internal agency business matters held in Federal facilities. This exemption would include activities such as meetings that take place as part of an organization's regular course of business, do not exhibit indicia of a formal conference as outlined above, and take place in a Federal facility.
 - 3) Bi-lateral and multi-lateral international cooperation engagements that do not exhibit indicia of a formal conference as outlined above that are focused on diplomatic relations.
 - 4) Formal classroom training which does not exhibit indicia of a formal conference as outlined above.
 - 5) Meetings such as Advisory Committee and Federal Advisory Committee meetings, Solicitation/Funding Opportunity Announcement Review Board meetings, peer review/objective review panel meetings, evaluation panel/board meetings, and program kick-off and review meetings (including those for grants and contracts).
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
- 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

- i) covers participation costs in a conference for specified Individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by Individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
- 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide Information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, Including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees

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

- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs In a conference for specified Individuals (e.g. students, retirees, speakers, etc.) In a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance Information on their participation in all DOE-sponsored conference In the DOE Conference Management Tool.

- h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
 - 1) Track all conference expenses.
 - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter Information on non-sponsored conferences in DOE'S Conference Management Tool.
- j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified Individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.69 CONTRACTOR COMMUNITY COMMITMENT PLAN

DOE and the Contractor are charged with carrying out the critical mission of the DUF6 Project including cylinder surveillance and maintenance and DUF6 conversion activities. The Project has benefited from its location in Ohio and Kentucky and from the workforce and other resources provided by these regions. In recognition of these benefits, the Contractor shall take meaningful actions to implement its community commitment as described in DEAR 970.5226-3 which is included in Section I of the contract.

DOE will not prescribe which community commitment activities the Contractor may engage in but identifies the activities listed in (A), (B) and (C) below as worthwhile endeavors for its consideration. The list is not intended to preclude other constructive community activities.

The Contractor shall submit to DOE an annual plan for the community commitment activities and report on program success semi-annually.

The Contractor may use fee dollars for these or other community commitment activities as it deems appropriate. All costs to be incurred by the Contractor for community commitment activities are unallowable and non-reimbursable under the contract.

(A) Regional Educational Outreach Programs

The objectives of these programs include teacher enhancement, student support, curriculum enhancement, educational technology, public understanding, and providing the services of Project employees to schools, colleges, and universities.

The Regional Educational Outreach Programs could involve providing Contractor employees an opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either

during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(B) Regional Purchasing Programs

The Contractor could conduct business alliances with regional vendors. These alliances may include training and mentoring programs to enable regional vendors to compete effectively for Project subcontracts and purchase orders and/or assistance with the development of business systems (accounting, budget, payroll, property, etc.) to enable regional vendors to meet the audit and reporting requirements of the Project and DOE. These alliances may also serve to encourage the formation of regional trade associations which will better enable regional businesses to satisfy Project needs.

The Contractor could coordinate and cooperate with the Chambers of Commerce, Small Business Development Centers, and like organizations, and make prospective regional vendors aware of any assistance that may be available from these entities.

DOE encourages the use of regional vendors in fulfilling Project requirements.

The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.

(C) Community Support

The Contractor may directly sponsor specific local community activities or sponsor individual employees available to work with a specific local community activity. The Contractor may provide support and assistance to community service organizations. The Contractor may support strategic partnerships with professional and scientific organizations to enhance recruitment into all levels of the Project's organization.

The Contractor may support other community involvement activities as it deems appropriate.

H.70 LITIGATION MANAGEMENT AND SUPPORT

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of the Notice to Proceed (NTP), the Contractor shall provide a Legal Management Plan (defined as a document describing the Contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal

Regulations Title 10 Subpart 719, Contractor Legal Management Requirements. The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the plan shall describe the matters in-house counsel will perform as well as anticipates performing throughout the life of the contract. The Contractor should not retain outside counsel for matters that can be performed by in-house counsel. The Contractor shall provide an annual legal budget to Department Counsel along with the Legal Management Plan. Within 30 days of the conclusion of the period covered by each annual legal budget, the Contractor shall provide a report to Department Counsel comparing its budgeted and actual legal costs.

- (b) As required by the Contracting Officer and upon mutual agreement of the parties to allow such costs under the contract, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

PART II –CONTRACT CLAUSES

SECTION I

TABLE OF CONTENTS

I.1	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	8
I.2	FAR 52.202-1 DEFINITIONS (NOV 2013)	8
I.3	FAR 52.203-3 GRATUITIES (APR 1984)	8
I.4	FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014).....	8
I.5	FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006).....	8
I.6	FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014).....	8
I.7	FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	8
I.8	FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014).....	8
I.9	FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	8
I.10	FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 2010)	8
I.11	FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007).....	8
I.12	FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYESS WHISTLEBLOWER RIGHTS (APR 2014)	8
I.13	FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	9
I.14	FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	9
I.15	FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)	9
I.16	FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)	9
I.17	FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014) 9	
I.18	FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014).....	9

I.19	FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	9
I.20	FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	9
I.21	FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013).....	9
I.22	FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)	9
I.23	FAR 52.210-1 MARKET RESEARCH (APR 2011)	9
I.24	FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010).....	9
I.25	FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	9
I.26	FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA- MODIFICATIONS (AUG 2011)	9
I.27	FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)	9
I.28	FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)	9
I.29	FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	10
I.30	FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	10
I.31	FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)	10
I.32	FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	10
I.33	FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA –MODIFICATIONS (OCT 2010) ALTERNATE III (OCT 1997).....	10
I.34	FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)	10
I.35	FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	10
I.36	FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)	10
I.37	FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014).....	10
I.38	FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014), ALTERNATE II (OCT 2001).....	10
I.39	FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)	10

I.40	FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)	10
I.41	FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	10
I.42	FAR 52.222-3 CONVICT LABOR (JUN 2003)	10
I.43	FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014).....	10
I.44	FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK (MAY 2014)	11
I.45	FAR 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)	11
I.46	FAR 52.222-7 WITHHOLDING OF FUNDS (MAY 2014).....	11
I.47	FAR 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014).....	11
I.48	FAR 52.222-9 APPRENTICES AND TRAINEES (JULY 2005).....	11
I.49	FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1998)	11
I.50	FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014).....	11
I.51	FAR 52.222-12 CONTRACT TERMINATION – DEBARMENT (MAY 2014)	11
I.52	FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014).....	11
I.53	FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988).....	11
I.54	FAR 52.222-15 CERTIFICATION OF ELEGIBILITY (MAY 2014)	11
I.55	FAR 52.222-16 APPROVAL OF WAGE RATES (MAY 2014).....	11
I.56	FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) ..	11
I.57	FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015).....	11
I.58	FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015).....	11
I.59	FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014).....	11
I.60	FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	11
I.61	FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014).....	11
I.62	FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	11
I.63	FAR 52.222-41 SERVICES CONTRACT LABOR STANDARDS (MAY 2014)	12
I.64	FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014).....	12
I.65	FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (MAR 2015)	12

I.66	FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013).....	12
I.67	FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014).....	12
I.68	FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013).....	12
I.69	FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995).....	13
I.70	FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011).....	13
I.71	FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001).....	13
I.72	FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008).....	13
I.73	FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011).....	13
I.74	FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007).....	13
I.75	FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014).....	14
I.76	FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008).....	14
I.77	FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011).....	14
I.78	FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011).....	14
I.79	FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).....	14
I.80	FAR 52.224-2 PRIVACY ACT (APR 1984).....	14
I.81	FAR 52.225-1 BUY AMERICAN-SUPPLIES (MAY 2014).....	14
I.82	FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008).....	14
I.83	FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007).....	14
I.84	FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007).....	14
I.85	RESERVED	14
I.86	FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014).....	14
I.87	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987).....	14
I.88	FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2014).....	14

I.89	FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010).....	14
I.90	FAR 52.232-17 INTEREST (MAY 2014).....	14
I.91	FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)	15
I.92	FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)	15
I.93	FAR 52.232-25 PROMPT PAYMENT (JUL 2013)	15
I.94	FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013).....	15
I.95	FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013).....	15
I.96	FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013).....	15
I.97	FAR 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)	15
I.98	FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	15
I.99	FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984).....	15
I.100	FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....	15
I.101	FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	15
I.102	FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	15
I.103	FAR 52.242-13 BANKRUPTCY (JUL 1995).....	15
I.104	FAR 52.244-2 SUBCONTRACTS (OCT 2010)	15
I.105	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996).....	15
I.106	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)	15
I.107	FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012).....	15
I.108	FAR 52.245-9 USE AND CHARGES (APR 2012).....	15
I.109	FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997).....	15
I.110	FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006).....	15
I.111	FAR 52.248-1 VALUE ENGINEERING (OCT 2010).....	16
I.112	FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012).....	16
I.113	FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984).....	17
I.114	FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....	17
I.115	DEAR 952.202-1 DEFINITIONS (FEB 2011)	17

I.116	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	17
I.117	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000).....	17
I.118	DEAR 952.204-77 COMPUTER SECURITY (AUG 2006).....	18
I.119	DEAR 952.208-70 PRINTING (APR 1984)	19
I.120	DEAR DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) AND ALTERNATE I (FEB 2011).....	20
I.121	DEAR 952.215-70 KEY PERSONNEL (DEC 2000)	22
I.122	DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (JUL 2009)	23
I.123	DEAR 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984).....	26
I.124	DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984).....	26
I.125	DEAR 952.223-77 CONDITIONAL PAYMENT OF FEE OR PROFIT — PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010).....	26
I.126	DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010).....	29
I.127	DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)	31
I.128	DEAR 952.231-71 INSURANCE – LITIGATION AND CLAIMS (JUL 2013)	32
I.129	DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)	34
I.130	DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)	35
I.131	DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996).....	35
I.132	DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (AUG 2009).....	39
I.133	DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION).....	40
I.134	DEAR 970.5223-6 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010).....	43
I.135	DEAR 970.5226-3 COMMUNITY COMMITMENT (DEC 2000).....	43
I.136	FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)	44
I.137	FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013).....	44
I.138	FAR 52.232-1 PAYMENTS (APR 1984)	44
I.139	FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002).....	44
I.140	FAR 52.232-11 EXTRAS (APR 1984)	44

I.141	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996).....	44
I.142	FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987), ALTERNATE II (APR 1984)	44
I.143	FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)	44
I.144	FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012).....	44
I.145	FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	44
I.146	FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) MODIFIED BY DEAR 952.216-7	44
I.147	FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)	44
I.148	FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	44
I.149	FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)	44
I.150	FAR 52.232-25 PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)	44
I.151	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUNE 1985).....	44
I.152	FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)	44
I.153	FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	45
I.154	FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987), ALTERNATE I (APR 1984), ALTERNATE III (APR 1984).....	45
I.155	FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007).....	45
I.156	FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004).....	45
I.157	FAR 52.249-14 EXCUSABLE DELAYS (APR 1984).....	45
I.158	FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	45

SECTION I

CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <https://www.acquisition.gov/far/>

I.2 FAR 52.202-1 DEFINITIONS (NOV 2013)

I.3 FAR 52.203-3 GRATUITIES (APR 1984)

I.4 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

I.5 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)

I.6 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

I.7 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

I.8 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

I.9 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

I.10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 2010)

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)

- I.13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- I.14 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- I.15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- I.16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- I.17 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
- I.18 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)
- I.19 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- I.20 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- I.21 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- I.22 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)
- I.23 FAR 52.210-1 MARKET RESEARCH (APR 2011)
- I.24 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- I.25 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- I.26 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA- MODIFICATIONS (AUG 2011)
- I.27 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- I.28 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

- I.29 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- I.30 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**
- I.31 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- I.32 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- I.33 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ALTERNATE III (OCT 1997)**
- I.34 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
- I.35 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of the contract expiration date**
- I.36 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)**
- I.37 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
- I.38 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014), ALTERNATE II (OCT 2001)**
- I.39 FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)**
- I.40 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)**
- I.41 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- I.42 FAR 52.222-3 CONVICT LABOR (JUN 2003)**
- I.43 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS -**

OVERTIME COMPENSATION (MAY 2014)

- I.44 FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK (MAY 2014)**
- I.45 FAR 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)**
- I.46 FAR 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)**
- I.47 FAR 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)**
- I.48 FAR 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)**
- I.49 FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1998)**
- I.50 FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)**
- I.51 FAR 52.222-12 CONTRACT TERMINATION – DEBARMENT (MAY 2014)**
- I.52 FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)**
- I.53 FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**
- I.54 FAR 52.222-15 CERTIFICATION OF ELEGIBILITY (MAY 2014)**
- I.55 FAR 52.222-16 APPROVAL OF WAGE RATES (MAY 2014)**
- I.56 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)**
- I.57 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**
- I.58 FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)**
- I.59 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)**
- I.60 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**
- I.61 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)**
- I.62 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

I.63 FAR 52.222-41 SERVICES CONTRACT LABOR STANDARDS (MAY 2014)

I.64 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*

<u>Equivalent Rates</u>	<u>Grades</u>	<u>Salary</u>	
		Paducah	Piketon
Accounting Clerk III	GS-5	14.24	14.24
Administrative Assistance	GS-7	17.64	17.64
Document Preparation Clerk	GS-3	11.34	11.34
General Clerk III	GS-4	12.73	12.73
Order Clerk II	GS-3	11.34	11.34
Personnel Assistant (Employment)III	GS-6	15.88	15.88
Technical Instructor	GS-7	17.64	17.64
Technical Instructor /Course Developer	GS-9	21.58	21.58
Material Coordinator	WG-7	18.58	19.16
Shipping/Receiving Clerk	WG-4	15.20	15.24
Truck Driver, Light	WG-6	17.50	17.84
Truck Driver, Medium	WG-7	18.58	19.16
Truck Driver, Heavy	WG-8	19.79	20.44
Electrician, Maintenance	WG 10	21.91	22.82
General Maintenance Worker	WG-8	19.79	20.44
Instrument Mechanic	WG-10	21.91	22.82
Laborer	WG-2	12.55	12.63

I.65 FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (MAR 2015)

I.66 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

I.67 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)

I.68 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)

I.69 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
<u>Aqueous Hydrogen Fluoride</u>	<u>CAS# 7664-39-3</u>
_____	_____
_____	_____

I.70 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

I.71 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.72 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*].

I.73 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.74 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

- I.75 FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)**
 - I.76 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
 - I.77 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
 - I.78 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)**
 - I.79 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**
 - I.80 FAR 52.224-2 PRIVACY ACT (APR 1984)**
 - I.81 FAR 52.225-1 BUY AMERICAN-SUPPLIES (MAY 2014)**
 - I.82 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**
 - I.83 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
 - I.84 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
 - I.85 RESERVED**
 - I.86 FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)**
 - I.87 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)**
- Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data—General” clause contained in this contract) in and to the technical data contained in the proposal dated November 24, 2015, upon which this contract is based.
- I.88 FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2014)**
 - I.89 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)**
 - I.90 FAR 52.232-17 INTEREST (MAY 2014)**

- I.91 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- I.92 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**
- I.93 FAR 52.232-25 PROMPT PAYMENT (JUL 2013)**
- I.94 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.95 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- I.96 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**
- I.97 FAR 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)**
- I.98 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.99 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- I.100 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.101 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**
- I.102 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- I.103 FAR 52.242-13 BANKRUPTCY (JUL 1995)**
- I.104 FAR 52.244-2 SUBCONTRACTS (OCT 2010)**
- I.105 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.106 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)**
- I.107 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)**
- I.108 FAR 52.245-9 USE AND CHARGES (APR 2012)**
- I.109 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)**
- I.110 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—

Jennifer Stokes – Contracting Officer
Email address: Jennifer.Stokes@lex.doe.gov
U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513

I.111 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)

(m) *Data*. The Contractor may restrict the Government’s right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government’s right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms “unlimited rights” and “limited rights” are defined in Part 27 of the Federal Acquisition Regulation.)

I.112 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

I.113 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 (DEAR) (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.114 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.115 DEAR 952.202-1 DEFINITIONS (FEB 2011)

- (a) As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):
- (b) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

I.116 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

- (a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.117 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations

- and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
 - (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
 - (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
 - (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
 - (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

I.118 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

- (a) Definitions.
 - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
 - (2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

- (b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:
 - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,
 - (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

I.119 DEAR 952.208-70 PRINTING (APR 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8½ by 11 inches one side only, one color. A requirement is defined as a single publication document.

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

**I.120 DEAR DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST
(AUG 2009) AND ALTERNATE I (FEB 2011)**

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) Use of Contractor's Work Product.
 - (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of zero (0) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
 - (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
 - (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

- (2) Access to and use of information.
- (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not—
- (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
 - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.
- (c) Disclosure after award.
- (1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the Contracting Officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
- (2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the Contracting Officer, DOE may terminate this contract for default.

- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.
- (f) Subcontracts.
 - (1) The Contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR part 13 and involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101. The terms "contract," "Contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.
 - (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

I.121 DEAR 952.215-70 KEY PERSONNEL (DEC 2000)

- (a) The personnel listed in Section H are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such

action.

- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

I.122 DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (JUL 2009)

(a) For the purposes of this clause,

- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
- (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
- (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide

adequate assurance that employees, the public, and the environment are protected from adverse consequences.

- (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
 - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual

basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer.

The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g)

of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

I.123 DEAR 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)

The Contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The Contractor shall submit a management program and implementation plan to the Contracting Officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the Contractor fails to comply with said standards and requirements of DOE, the Contracting Officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

I.124 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

I.125 DEAR 952.223-77 CONDITIONAL PAYMENT OF FEE OR PROFIT — PROTECTION OF WORKER SAFETY AND HEALTH (DEC 2010)

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the Contractor's compliance with the terms and conditions of this contract relating to the protection of worker safety and health (WS&H), including compliance with applicable law, regulation, and DOE directives. The term "Contractor" as used in this clause to address failure to comply shall mean "Contractor or Contractor employee."

(2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of

fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and conditions relating to worker safety and health pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount.

(1) If in any period (see paragraph (b)(2) of this clause) it is found that the Contractor has failed to comply with contract terms and conditions relating to the protection of worker safety and health, the Contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The Contracting Officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following:

(i) Degree of control the Contractor had over the event or incident.

(ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of protecting WS&H and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

(vi) Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance based firm-fixed-price contracts (see paragraph (b)(3) below), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is

available under this contract to equal periods of **12 months** to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the Contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the Contracting Officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the protection of worker safety and health.

(c) Protection of Worker Safety and Health. Performance failures occur if the Contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the Contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A, Accident Investigations, or its successor).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information, or its successor, requirements, or internal oversight of DOE Order 470.2B, Independent Oversight and Performance Assurance Program, or its successor, requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

I.126 DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)

(a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the DOE is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.

(b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures at 48 CFR 970.5243-1 Changes. The initiatives important to these Orders are explained on the following Government or Industry

Internet Sites:

(1) Recycled Content Products are described at <http://epa.gov/cpg>.

(2) Biobased Products are described at <http://www.biopreferred.gov/>.

(3) Energy efficient products are at <http://energystar.gov/products> for Energy Star

- products.
- (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products.
 - (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.
 - (6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>.
 - (7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>.
 - (8) Water efficient plumbing products are at <http://epa.gov/watersense>
- (c) The clauses at FAR 52.223–2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223–15, Energy Efficiency in Energy Consuming Products, and 52.223–17 Affirmative Procurement of EPA–Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product—
- (1) Is not available;
 - (2) Is not life cycle cost effective (or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable), EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level;
 - (3) Does not meet performance needs; or,
 - (4) Cannot be delivered in time to meet a critical need.
- (d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive-orders/disposition.html>). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, *Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance*. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at:
<http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf>.

- (e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and Transportation Management, Attachment 1, or its successor. This requirement should not be flowed down to subcontractors.
- (f) In complying with the requirements of paragraph (c) of this clause, the Contractor shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position.
- (g) The Contractor shall prepare and submit performance reports using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default [see FAR 52.249-6, Termination (Cost Reimbursement)].
- (h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor's Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. 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. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.
- (i) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "Subcontractor."

**I.127 DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE
(JUN 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.128 DEAR 952.231-71 INSURANCE – LITIGATION AND CLAIMS (JUL 2013)

- (a) The contractor must comply with 10 CFR part 719, contractor Legal Management Requirements, if applicable.
- (b) (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
- (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
- (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
- (c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
- (d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed--

- (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
 - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the limitation of cost or limitation of funds clause of this contract.
- (c) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (f) (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgment and settlements—
- (i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;
 - (ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or
 - (iii) Which were caused by contractor managerial personnel's—
 - (A) Willful misconduct;
 - (B) Lack of good faith; or
 - (C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (2) The term "contractor's managerial personnel" is defined in the Property clause in this contract.
- (g) (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
 - (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

- (h) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.

I.129 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract;
or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the

Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

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

I.130 DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1C, or its successor, Official Foreign Travel, or its successor in effect at the time of award.

I.131 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other

persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
 - (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or
 - (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
 - (iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
 - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
 - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
 - 1. Negligence;
 - 2. Contributory negligence;

3. Assumption of risk; or
 4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
- (B) Any issue or defense as to charitable or governmental immunity; and
- (C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
- (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.
- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
 - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
 - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
 - (iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which

results from a nuclear incident intentionally and wrongfully caused by the claimant;

- (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;
 - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
 - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
 - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and

Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

I.132 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (AUG 2009)

- (a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts.

- (1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
- (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the contracting officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

I.133 DEAR 970.5204-3 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.

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

I.134 DEAR 970.5223-6 EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT (OCT 2010)

Since this contract involves Contractor operation of Government-owned facilities and/or motor vehicles, the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or motor vehicles. Information on the requirements of the Executive Order may be found at

<http://www.archives.gov/federal-register/executive-orders/>

I.135 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.

The following Clauses apply ONLY to the Firm-Fixed-Price Scope of the Contract:

- I.136 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)**
- I.137 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**
- I.138 FAR 52.232-1 PAYMENTS (APR 1984)**
- I.139 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
- I.140 FAR 52.232-11 EXTRAS (APR 1984)**
- I.141 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I.142 FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987), ALTERNATE II (APR 1984)**
- I.143 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALTERNATE I (APR 2012)**
- I.144 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)**
- I.145 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**

The following Clauses apply ONLY to the Cost Reimbursement Scope of the Contract:

- I.146 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) MODIFIED BY DEAR 952.216-7**
- I.147 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)**
 - (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work --
- I.148 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
- I.149 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**
- I.150 FAR 52.232-25 PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)**
- I.151 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUNE 1985)**
- I.152 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)**

- I.153 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
- I.154 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987), ALTERNATE I (APR 1984), ALTERNATE III (APR 1984)**
- I.155 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)**
- I.156 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)**
- I.157 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.158 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**

PART III –LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

- J-1 List of Applicable Federal Law & Regulations - List A
- J-2 List of Applicable DOE Directives – List B
- J-3 List of Project Agreements, Correspondence and Assigned and/or Transferable Contracts and/or Subcontracts
- J-4a DUF6 Services & Contract Interface Requirements Matrix Paducah
- J-4b DUF6 Services & Contract Interface Requirements Matrix Portsmouth
- J-5a Wage Determination under the Service Contract Labor Standards – Paducah
- J-5b Wage Determination under the Service Contract Labor Standards – Portsmouth
- J-6a Wage Determination Requirements (Construction) - Paducah
- J-6b Wage Determination Requirements (Construction) - Portsmouth
- J-7a Wage Determination Collective Bargaining Agreement- Paducah
- J-7b Wage Determination Collective Bargaining Agreement – Portsmouth
- J-8 List of Deliverables
- J-9 Small Business Subcontracting Plan
- J-10 Executed Performance Guarantee Agreement
- J-11 List of Acronyms
- J-12 Contract Security Classification Specification (CSCS) Form
- J-13 Performance Evaluation and Measurement Plan
- J-14 Selected NARA Requirements
- J-15 Integrated Contractor Work Control Systems and Reporting Requirements
- J-16 Government Furnished Equipment

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- J-5b Wage Determination under the Service Contract Labor Standards – Portsmouth
- J-6a Wage Determination Requirements (Construction) - Paducah
- J-6b Wage Determination Requirements (Construction) - Portsmouth
- J-7a Wage Determination Collective Bargaining Agreement- Paducah
- J-7b Wage Determination Collective Bargaining Agreement – Portsmouth
- J-8 List of Deliverables
- J-9 Small Business Subcontracting Plan
- J-10 Executed Performance Guarantee Agreement
- J-11 List of Acronyms
- J-12 Contract Security Classification Specification (CSCS) Form
- J-13 Performance Evaluation and Measurement Plan
- J-14 Selected NARA Requirements
- J-15 Integrated Contractor Work Control Systems and Reporting Requirements
- J-16 Government Furnished Equipment

Attachment J-1

List of Applicable Federal Law & Regulations - List A

ATTACHMENT J-1: REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS
(LIST A)

Pursuant to Section I clause 970.5204-2 Laws, Regulations and DOE Directives (Dec 2000), DOE may provide a list of laws and regulations (List A) applicable to work performed under this contract. The Contractor shall comply with all applicable Federal and State Laws, Statutes, Codes, Rules, Regulations, Executive Orders and agreement documents applicable to work performed under this contract. The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

This list does not have to be provided in the Contract, but it may be appended to the Contract for information purposes. Omission of any such applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The Contractor will notify DOE of any changes, and DOE will make a determination regarding modification to the contract.

The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
10 CFR 61	Low Level Waste Policy Act Amendments
10 CFR 71	Packaging and Transportation of Radioactive Material
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
10 CFR 810	Assistance to Foreign Atomic Energy Activities
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection, Amended
10 CFR 840	Extraordinary Nuclear Occurrences
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 860	Trespassing on Department of Energy Property
10 CFR 1008	Records Maintained on Individuals (PRIVACY ACT)
10 CFR 1016	Safeguarding of Restricted Data
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information
10 CFR 1021	DOE National Environmental Policy Act Implementing Procedures
10 CFR 1044	Security Requirements for Protected Disclosure Under Section 3164 of the National Defense Authorization Act for Fiscal Year 2000
10 CFR 1045	Nuclear Classification and Declassification
10 CFR 1046	Physical Protection of Security Interests; Protective Force Personnel
10 CFR 1060	Payment of Travel Expenses of Persons Who Are Not Government Employees
20 CFR 617	Trade Adjustment Assistance for Workers Under the Trade Act of 1974
20 CFR 639	Worker Readjustment and Retraining Notification
29 CFR 4	Labor Standards for Federal Service Contracts
29 CFR 24	Procedures for Handling of Retaliation Complaints Under Federal

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
	Employee Protection Statutes
29 CFR 30	Equal Employment Opportunity in Apprenticeship and Training
29 CFR 70	Production or Disclosure of Information on Materials
29 CFR 70A	Protection of Individual Privacy in Records
29 CFR 71	Protection of Individual Privacy and Access to Records under the Privacy Act of 1974
29 CFR 516	Records to be Kept by Employers
29 CFR 519	Employment of Full-Time Students at Subminimum Wages
29 CFR 520	Employment of Student-Learners
29 CFR 525	Employment of Workers with Disabilities Under Special Certificates
29 CFR 528	Annulment or Withdrawal of Certificates for the Employment of Student-Learners, Apprentices, Learners, Messengers, Handicapped Persons, Student-Workers, and Full-Time Students in Agricultural or in Retail Service Establishments at Special Minimum Wage Rate
29 CFR 531	Wage Payments Under the Fair Labor Standards Act of 1938
29 CFR 541	Defining and Delimiting the Exemptions for Executives, Administrative, Professional, Computer and Outside Sales employees (Fair Labor Standards Act)
29 CFR 548	Authorization of Established Basic Rates for Computing Overtime Pay
29 CFR 825	Family Medical Leave Act of 1993
29 CFR 1602	Recordkeeping and Reporting Requirements under Title VII and the ADA
29 CFR 1608	Affirmative Action Appropriation Under Title VII of the Civil Rights Act of 1964, as amended
29 CFR 1611	Privacy Act Regulations
29 CFR 1620	Equal Pay Act

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
29 CFR 1625	Age Discrimination in Employment Act
29 CFR 1627	Records to be Made or kept Relating to Age: Notices to be Posted: Administrative Exemptions
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR 1910	Occupational Safety and Health Administration
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 2520	Reporting and Disclosure Under Employee Retirement Income Security Act of 1974
29 CFR 4041A	Termination of Multiemployer Plans
32 CFR 2001	Classified National Security Information
34 CFR 395	Vending Facility Program for the Blind on Federal and Other Property
36 CFR Chapter 12, Sub Chapter B	Records Management
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 116	Designation of Hazardous Substances
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials
40 CFR 260-282	Resource Conservation and Recovery Act (RCRA)
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan (CERCLA—National Contingency Plan)
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 350-372	SARA Title III
40 CFR 355	Emergency Planning and Community Right to Know Act (EPCRA)

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
40 CFR 1500-1508	Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act
41 CFR 60-1	Obligations of Contractors and Sub Contractors
41 CFR 60-2	Affirmative Action Programs
41 CFR 60-3	Uniform Guidelines on Employee Selection Procedures
41 CFR 60-20	Sex Discrimination Guidelines
41 CFR 60-30	Rules of Practice for Administrative Proceedings to Enforce Equal Opportunity Under Executive Order 11246
41 CFR 60-50	Guidelines on Discrimination Because of Religion or National Origin
41 CFR 60-300	Affirmative Action Obligations of Contractors and Subcontractors Regarding Disabled , Recently Separated Veterans, Other Protected Veterans, and Armed Force Service Medal Veterans
41 CFR 60-741	Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities
41 CFR 60-742	Procedures for Complaints/Charges of Employment Discrimination Based on Disability Filed Against Employers Holding Government Contracts or Subcontracts
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulation
41 CFR 109	Department of Energy Property Management Regulations
48 CFR 22	Application of Labor Laws to Government acquisitions
48 CFR 31	Contract Cost Principles and Procedures
48 CFR 45	Government Property
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part	Integration of Environmental, Safety, and Health into the Work Planning

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
970.5223-1	and Execution
48 CFR 9903.101	Cost Accounting Standards
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Material Table, Specials Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans
49 CFR 173	Shippers-General Requirements for Shipments and Packaging’s
49 CFR 174	Carriage by Rail
49 CFR 177	Carriage by Public Highway
50 CFR 17	Natural Resource Management
50 CFR 402	Interagency Cooperation Endangered Species Act of 1973, as amended
5 USC 552 et seq.	Freedom of Information Act (FOIA)
5 USC Appendix 2	Freedom Advisory Committee Act (FACA)
15 USC 2601	Toxic Substances Control Act (TSCA)
18 USC 930	Possession of firearms and dangerous weapons in Federal Facilities
18 USC 2071	Concealment, removal, or mutilation generally
18 USC 3571	Sentence of Fine
20 USC 107	Operation of vending facilities (aka: Randolph-Sheppard Vending Stand Act, as amended)
29 USC 401 et seq.	Labor-Management Reporting and Disclosure Act of 1959
33 USC 1251	Clean Water Act (CWA)
40 USC 483	Federal Property Administrative Services Act
41 USC 422	Cost Accounting Standard Board
42 USC 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 USC 2168 et seq.	Prohibition Against Dissemination of Certain Unclassified Information

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
42 USC 2278(a)	Trespass on Commission Installations
42 USC 2286	Defense Nuclear Facilities Safety Board
42 USC 2297h-8	Employee Protections
42 USC 4321	National Environmental Policy Act (NEPA)
42 USC 6901	Resource Conservation & Recover Act (RCRA)
42 USC 7401	Clean Air Act (CAA)
42 USC 7256	National Defense Authorization Act
42 USC 7512	Classification and Attainment Dates
42 USC 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 USC 9605	CERCLA Amendment
42 USC 9620	CERCLA Federal Facility Agreement (FFA)
42 USC 11001-11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 USC 11411	Title V, of the Steward B. McKinney Homeless Assistance Act, as amended
42 USC 13101-13109	Pollution Prevention Act (PPA)
42 USC 2011-2259 et seq.	The Atomic Energy Act (AEA) of 1954, As Amended
44 USC Chapter 21	National Archives and Records Administration
44 USC Chapter 29	Records Management by the Archivist of the United States and by the Administrator of General Studies
44 USC Chapter 31	Records Management by Federal Agencies
44 USC Chapter 33	Disposal of Records
44 USC Chapter 35	Coordination of Federal Information Policy

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
44 USC Chapter 36	Management and Promotion of Electronic Government Services
AASHTO MCEB-2	Manual for Condition Evaluation of Bridges, 2 nd Edition with 2011, 2013, and 2014 Interim Revisions
	Manual for Railway Engineering, American Railway Engineering and Maintenance-of-Way Association
Executive Order 12829, (As Amended by E.O. 12885)	National Industrial Security Program
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Executive Order 13526	Classified National Security Information
Executive Order 13556	Controlled Unclassified Information
Homeland Security Presidential Directive (HSPD)-12	Policy for a Common Identification Standard for Federal Employees and Contractors
ISOO Notice 2011-02	Further Guidance and Clarification on Coming Atomic Energy Information and Classified National Security Information (Implements Executive Order 13526)
M-11-11	Executive Office of the President, Office of Management and Budget, Memorandum for the Heads of Executive Departments and Agencies (Continued Implementation of Homeland Security Presidential Directive

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
	(HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
M-12-18	Managing Government Records Directives, Dated August 24, 2012
National Security Decision Directive (NSDD) 298	National Operations Security Program
Public Law 100-679	Office of Federal Procurement Policy Act Amendments of 1988
Public Law 102-368	Federal Facility Compliance Act of 1992
Public Law 102-484	National Defense Authorization Act of 1993
Public Law 102-486	Energy Policy Act of 1992
Public Law 106-65, Section 3149	Supplement to Plan for Declassification of Restricted Data and Formerly Restricted Data
Public Law 106-398, Section 3193	Frequency of Reports of Inadvertent Releases of Restricted Data and Formerly Restricted Data
Public Law 107-347	The E-Government Act of 2002
TSCA-UE-FFCA, Feb 1992	Uranium Enrichment Toxic Substances Control Act Federal Facilities Compliance Agreement

Attachment J-2

List of Applicable DOE Directives – List B

ATTACHMENT J-2: LIST OF APPLICABLE DOE DIRECTIVES (LIST B)

DOE Directives	Subject
EM-QA-001	Environmental Management Quality Assurance Program
Classification Bulletin GEN-16 Revision	“No Comment” Policy on Classified Information in the Public Domain
DOE EM	Office of Environmental Management Operations Activity Protocol, Revision 0, 2/28/2012
DOE O 130.1	Budget Formulation Process
DOE P 140.1	Natural Resource Damage Assessment Corporation and Integration
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visits and Assignment Program
DOE O 150.1A	Continuity Program
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE O 203.2	Mobile Technology Management
DOE P 205.1	Department of Energy Cyber Security Policy
DOE O 205.1B	Department of Energy Cyber Security Program
DOE M 205.1-3	Telecommunications Security Manual
DOE O 206.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOEO 231.1B	Environment, Safety, and Health Reporting
DOE O 232.2	Occurrence Reporting and Processing of Operations Information
DOE O 243.1B	Records Management Program
DOE O 311.1B	Equal Employment Opportunity and Diversity Program,
DOE O 350.1	Contractor Human Resource Management Programs
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 410.2	Management of Nuclear Materials

DOE Directives	Subject
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets
DOE G 413.3-7A	Risk Management Guide
DOE O 414.1D	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 422.1	Conduct of Operations
DOE O 425.1D	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B	Real Property and Asset Management
DOE O 433.1B	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1	Radioactive Waste Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety Management
DOE O 451.1B	National Environmental Policy Act Compliance Program
DOE O 458.1	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE P 470.1A	Safeguards and Security Program,
DOE O 470.3B	Graded Security protection (GSP)
DOE O 470.4B	Safeguards and Security Program
DOE O 470.5	Insider Threat program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear information
DOE O 471.3	Identifying and Protecting Official Use only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use only Information
DOE O 471.5	Special Access Programs
DOE O 471.6	Information Security
DOE O 472.2	Personnel Security
DOE N 472.3	Implementation of Presidential Policy Directive 19, Protecting Whistleblowers with Access to Classified Information
DOE O 473.3	Protection Program Operations
DOE O 474.2	Nuclear Material Control and Accountability
DOE O 475.2B	Identifying Classified Information

DOE Directives	Subject
DOE O 481.1C	Work for Others (Non-Department of Energy Funded Work)
DOE O 483.1A	DOE Cooperative Research and Development Agreements
DOE O 484.1	Reimbursable Work for the Department of Homeland security
DOE O 522.1	Pricing of Departmental Materials and Services
DOE O 523.1	Financial Management Oversight
DOE O 534.1B	Accounting
DOE O 551.1D	Official Foreign Travel
DOE O 552.1A	Travel Policy and Procedures
DOE O 580.1A	Department of Energy Personal Property Management Program
DOE O 3731.1	Suitability, Position Sensitivity Designations, and Related Personnel Matters
DOE O 5639.8A	Security of Foreign Intelligence Information and Sensitive Compartmented Information Facilities
DOE O 5670.1A	Management and Control of Foreign Intelligence
DOE-STD-1030-96	Guide to Good Practices for Lockouts and Tagouts
DOE-STD-1066-2012	Fire Protection
DOE-STD-1090-2011	Hoisting And Rigging
DOE-STD-1098-2008	Radiological Control
DOE-STD-3020-2005	Specification for HEPA Filters Used by DOE Contractors
DOE-STD-3025-2007	Quality Assurance Inspection and Testing of HEPA Filters
DOE-G-4401-7A	Implementation Guide For Use With 10 CFR Part 850, "Chronic Beryllium Disease Prevention"
DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)

Attachment J-3

**List of Project Agreements, Correspondence and Assigned and/or Transferable Contracts and/or
Subcontracts**

Section J

Attachment J-3

LIST OF PROJECT AGREEMENTS AND CORRESPONDENCE

Identification	Description
J-3-1	The State of Ohio EPA Directors Final Findings & Orders, dated February 24, 1998, amended June 24, 2005, February 21, 2008, March 28, 2011 and October 1, 2013
J-3-2	Commonwealth of Kentucky Natural Resources and Environmental Protection Cabinet Agreed Order, October 2, 2003
J-3-3	William E. Murphie to Andrew Wallo, III, Director, Office of Air, Water and Radiation, EH-41, Release limits for Hydrofluoric Acid and Calcium Fluoride from Depleted Uranium Hexafluoride (DUF6) Conversion, PPPO-01-402-05, August 12, 2005
J-3-4	To William Murphie, PPPO, from Margaret M. Guerriero, Director, Waste, Pesticides and Toxics, US EPA, TSCA Approval for Storage for Disposal of PCB Bulk Product (Mixed) Waste (paint with 50 ppm or greater PCBs on cylinders containing radioactive material) U.S. DOE Portsmouth Gaseous Diffusion Plant, Portsmouth, OH, June 1, 2005.
J-3-5	Hazel R. O'Leary, Secretary of Energy, to John T. Conway, Chairman, Defense Nuclear Facilities Safety Board, Implementation Plan for DNFSB Recommendation 95-1, Improved Safety of Cylinders Containing Depleted Uranium, October 16, 1995
J-3-6	Uranium Disposition Services, LLC and Solvay Fluorides, LLC, Sales Agreement No. UDS-SA-06-001 of May 24, 2006 and amendment 1 of July 8, 2011, entered into by Solvay Fluorides, LLC and B&W Conversion Services, LLC as successor in interest to Uranium Disposition Services, LLC.

**SECTION J, ATTACHMENT J-4a
DUF6 Services & Contract Interface Requirements Matrix for Paducah**

Table of Contents

Section 1: Services Provided by the Infrastructure Support Services Contractor 2

Section 2: Services Provided by the Deactivation Contractor 10

Section 3: Services Provided by the DUF6 Contractor..... 13

Section 4: Services Provided by the Remediation Contractor 14

Section 5: Services Provided by the Environmental Technical Services Contractor (or Other Site Contractor) 15

Services and activities listed in the Paducah Government Furnished Services and Interface Requirements Matrix shall be performed in accordance with the Performance Work Statement. The Paducah Government Furnished Services and Interface Requirements Matrix, identifies the key specific tasks and services that require interface and coordination with other site entities. The Paducah Government Furnished Services and Interface Requirements Matrix may not represent all of the necessary interactions; therefore, the Contractor is responsible to reach agreement with other site entities on any other necessary interfaces and/or the clause of services for the performance of the Contractor’s work.

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
1	<p>Safeguards & Security Program. Develops, conducts, coordinates and maintains the site security program for Personnel Security, Information Security, Physical Security, Program Management, Cyber Security, Classification, site security posture, site protective strategies, all Government Furnished Services and Items (GFS&I), self-assessments and drafts the Annual Comprehensive Self-Assessment Report of all Security Programs to include the review/concurrence and utilization of Nuclear Materials Control and Accountability (NMC&A) and Protective Force assessments provided by the Deactivation Contractor. Additionally, the Infrastructure Contractor trains and appoints derivative classifiers. Security badging encompasses issuance and control of security badges, credentials and shields. Other responsibilities include the administration of the Plant Access Enrollment System, Foreign National Visits and Assignments, Unclassified Visits, Area and Facility access, Contraband Pass issuance and Vehicle Access Placard program. The DOE site contractor is responsible for access control, badging, visitor control, subcontractor badging and management of the Point of Entry process.</p> <p>Perform testing, intrusion detection, entry/access control, locksmith services (lock and key program) for on-site DOE facilities, and engineering and maintenance of installed physical security and access control systems. (C.3.3)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Other site contractors will interface and coordinate with service provider to:</p> <ul style="list-style-type: none"> ▪ ensure implementation and compliance with current DOE directives, SSP, approved plans; ▪ ensure annual security refresher training is completed; ▪ request approval for foreign national visits and assignments; ▪ coordinate with other site contractors and request support for, as appropriate, regarding S&S programs such as information security, Incidents of Security Concern, visitor control information, physical security, personnel security, classification, cyber security, and program management; ▪ coordinate personnel security service requests with the Officially Designated Security Authority (ODSA) including pre-employee backgrounds, drug testing, and submission of justifications for all clearance activity via Form 238 submission; ▪ ensure a DOE compliant protection strategy exists for the protection of government property and information; and ▪ ensure that personnel maintain access control for their assigned facilities (locking doors and protecting property) consistent with Federal laws, Regulations, Paducah Site Security Plan and the protection strategy developed by the Infrastructure Contractor.

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
2	<p>Network Administration. Maintain and operate the Paducah Local Area Network (LAN), including maintenance and repair of the site IT infrastructure, network administration, customer service and helpdesk support, cyber security and basic security. Implements DOE and site cyber security requirements, including those specified by the Infrastructure Contractor within its own organization. (C.3.4)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p>
3	<p>Radio Service. Maintain the Federal Communications Commission (FCC) radio frequency license, tower, transmission, and radio repair/replacement services to include two-way, fire dispatch, safety and emergency preparedness, security systems and infrastructure radio spectrum licensing and design, engineering integration, operations and maintenance, installation, upgrade and required system calibration services. (C.3.4.2.4)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Interface and provide feedback on system capabilities/availability. Utilize the system in accordance with provider's instructions/procedures. Provide own equipment to access the system. Programming of radios will be at each user's own expense</p>
4	<p>Emergency Notification Service. Provide reliable electronic notification service to individual personnel associated with the Paducah Gaseous Diffusion Plant (PGDP) emergency response organizations. (C.3.4.2.5)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p>
5	<p>Site Telephone System. Operate and maintain the Paducah Site telephone switching system(s), transmission equipment, and ancillary equipment. (C.3.4.2.6)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Interface and provide feedback on system capabilities/availability. Utilize the system in accordance with provider's instructions/procedures. Provide all end user devices and equipment to connect to the site system at own expense.</p>
6	<p>User Services. Perform maintenance and repair of all installed data/communication lines up to and including the end user receptacle (jack or port) and reallocating/reassigning office phone numbers. (C.3.4.2.7)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Responsible for providing the peripheral equipment related to the telephone system for its own personnel (e.g., telephones, headsets, add-on accessories). Other contractors shall install any additional data/communication lines and ports necessary to support its own activities if a sufficient number of ports are not available in the work location.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
7	<p>System Changes. Interface with end users on system changes provided by others. (C.3.4.2.11 & 12)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Interface and coordinate with Infrastructure Support Services (ISS) and others on proposed changes.</p> <p>Provide new installation of telecommunications wiring and additional system requirements to support its operations.</p> <p>DUF₆ interface requirement is for any action that will impact the sitewide system and excludes those systems that are independent of PDGP common system.</p>
8	<p>Voice Mail. Provide voice mail operations for use by others. (C.3.4.2.13)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p>
9	<p>Hardware. Perform maintenance and repair of all installed data/communication lines, including switches or routers, up to and including the end users receptacle (jack). (C.3.4.3.2.4)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Responsible for procurement of computers and associated hardware and specialty software; along with the installation of any additional data/communication lines and ports necessary to support its own activities in existing and new facilities, if needed.</p> <p>For DUF6 the requirement will limited to the point of demarcation with the DUF6 Project equipment e.g. fire alarm, intercom lines, etc. connecting with centralized Paducah Systems.</p>
10	<p>Work Packages. Interface with other site contractors to maintain compatibility with all Paducah Site services and systems to include review and approval of work packages and design/configuration plans for system changes/alterations developed by the other site contractors and perform needed risk assessments involved in changes/alterations. (C.3.4.3.2.5)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Interface, coordinate and attain approval of work packages and design/configuration plans for system changes/alterations and perform needed risk assessments involved in changes/alterations.</p> <p>DUF₆ interface requirement is for any action that might impact the site wide system and excludes those systems that are independent of PDGP common system.</p>
11	<p>Network File Storage. Provide and manage network file storage to ensure sufficient capacities are allocated to user organizations. (C.3.4.3.2.6)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
12	<p>Maintenance and Upgrades. Provide and maintain the LANs and Wireless Local Area Networks (WLANs) as stand-alone systems and provide basic operating software for usage of the LANs and WLANs. (C.3.4.3.2.7)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services in accordance with provided procedures and interface on needs and service levels provided. Provide end user devices and applications that contractors will operate on system.</p>
13	<p>Application Deployment Services. Provide users listed in Attachment J-8.C.3.4.2, “<i>Information Technology System, Application Inventory, & Workload History</i>” with enterprise Information Technology (IT) application deployment services to ensure applications can be effectively utilized.</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Network users will be responsible for purchase of local computer hardware and all applications not specifically listed.</p>
14	<p>Portfolio Management Services. The Contractor shall provide application portfolio management services to ensure efficient and appropriate utilization of applications and their licenses. The Contractor shall provide core software to all users consistent with to Attachment J-8.C.3.4.2, “<i>Information Technology System, Application Inventory, & Workload History.</i>” (C.3.4.3.2.11)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Users will be responsible for any item not specifically mentioned.</p>
15	<p>Relocation Services. Provide intra-site/inter-site office relocation of Paducah Site personnel for DOE and other site contractors (office furnishings and equipment to include but not limited to coordination with site services, e.g., office set-ups, phone, computer, office key, janitorial services, etc.) (C.3.5.1.1.2)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services as approved by DOE and interface on needs and service levels provided.</p> <p>Users will be responsible for any item not specifically mentioned.</p>
16	<p>Radiological Instrumentation. Calibrate, maintain and perform repairs for personnel and environmental monitoring and surveying equipment assigned to other site contractors per the requirements of 10 CFR § 835, “Occupational Radiation Protection” and DOE O 458.1, “Radiation Protection of the Public and the Environment.” (C.3.2.2)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>For portable equipment user will drop off and pick up equipment at provider’s on-site facility. For fixed equipment in field, user will coordinate access and service with ISS. Each user will be responsible for replacement of equipment which isn’t economically repairable.</p>
17	<p>Dosimetry Program. Provide an internal and external bioassay program that meets the requirements of the National Voluntary Laboratory Accreditation Program (NVLAP) and DOE Laboratory Accreditation Program (DOELAP), and provide services to other contractors. (C.3.2.3)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
18	<p>Real Property and FIMS. Coordinate with other DOE contractors at the Paducah Site to maintain and input data to the Facilities Information Management System (FIMS) database along with overall integration and submission of the Ten Year Site Plan (TYSP) for all site contractors, to include the Site Sustainability Plan.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Maintain FIMS database to contract standard for assigned facilities. Coordinate/interface with ISS on FIMS data input, participate in pre validation review.</p> <p>Develop comprehensive input to plans for areas of responsibility. Provide input to ISS for integration into site wide ten year plan.</p>
19	<p>Personal Property. Coordinate and provide disposition support for Government owned personal property determined to be excess for all PGDP site contractors and DOE operations. (C.3.5.1.2)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Ensure property meets requirements for disposition and dispose of property in accordance with path/method provided by ISS.</p>
20	<p>Fleet Management. Coordinate with the other site contractors to obtain and report site-wide, statistical usage tracking, reporting on General Services Administration (GSA) leased vehicles and DOE-owned vehicles/equipment, and pick-up, transport, and return GSA vehicles to/from a GSA approved vendor for maintenance and repairs for those vehicles assigned to DOE or DOE Technical Support contractor. (C.3.5.1.3)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Interface with ISS on methods and procedures for information transfer and reporting.</p>
21	<p>Maintenance Of Buildings, Structures, Installed Equipment, And Furnishings. Coordinate maintenance, repair, replacement, and minor construction of buildings and structures, related systems, equipment and furnishings with other site contractors that could be impacted as to others operations, or for access to facilities and structures. (C.3.5.3)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Contractors will coordinate its maintenance, repair, replacement, and minor construction of buildings and structures, related systems, equipment and furnishings for which it is responsible with other site contractors that could be impacted as to others operations, or for access to facilities and structures.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
<i>Item</i>	<i>Activity/Service Provided</i>	<i>Other Contractor Interface Requirement</i>
22	<p>Custodial Maintenance And Sanitary Waste Disposition. Provide custodian services for active facilities including trash collection, general cleaning, vacuuming, sweeping/ mopping, sanitary waste pick-up and disposal offsite, etc.</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Allow access to facilities for janitorial services. Coordinate with ISS for the provision of janitorial services.</p>
23	<p>Grounds Maintenance. Perform, interface and coordinate with others on providing grounds maintenance, including grass cutting, edging, grass trimming, fertilizing, policing grounds, removing leaves, inspecting, and performing minor repairs for areas throughout the PDGP. (C.3.5.5)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Allow access to areas for grounds maintenance services.</p> <p>Coordinate/interface with ISS for on ongoing activities that impact the provision of those services..</p>
24	<p>Paved, Gravel And Earth Roads, And Yards. Contractor inspects, schedules, maintains and repairs roadways, surfaced areas, and support facilities. Coordinate with others on activities at the site that impact others use of assets. (C.3.5.6)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize facilities and areas in accordance with procedures and policies with the ISS servicing as the asset manager.</p> <p>Coordinate with ISS and others on need for road closures, upgrades, maintenance requirements.</p>
25	<p>Snow And Ice Prevention/Removal. Provide de-icing (removal of snow or ice) and anti-icing from facilities (e.g., entrances, steps, landings, sidewalks, driveways, roadways, parking areas, and handicapped accessibility areas) at the PGDP that includes areas/facilities that are assigned to others. (C.3.5.7)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Input to the annual snow removal plan.</p> <p>Allow access to areas for snow and ice prevention/removal.</p> <p>Coordinate/interface with ISS for on ongoing activities that impact the provision of those services.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
26	<p>Railroad System Maintenance And Repair. Manages the overall rail maintenance, planning, operation, and coordination of rail movements on site. Determines requirements for future use on the site and coordinates with contractors. Operates and maintains the rail system. Coordinates with appropriate shared-site contractors prior to and during any on-site rail movements, including ensuring placement of “flaggers” at necessary intersections, taking proper security actions, and making site notifications.</p> <p>Coordinate the operation, inspection and perform maintenance, repair and minor improvements of the railroad tracks at the PGDP. (C.3.5.8)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Coordinate usage of rail system as needed with the Rails operations manager, ISS.</p> <p>Identify required maintenance.</p> <p>Coordinate with ISS and others on need for closures, upgrades, maintenance requirements.</p> <p>Each contractor responsible for upgrade of inactive track if use is required for its operation. Upgrade will be coordinate and concurred upon by ISS.</p>
27	<p>Pest Control Services. Provide pest control services for active buildings, trailers, and other structures and facilities (OSF) including insect pest control spraying and rodent control services, etc. (C.3.5.9)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Coordinate for routine control and initiates requests for non-routine nuisance control Allow access to areas for pest control services.</p> <p>Coordinate/interface with ISS for on ongoing activities that impact the provision of those services.</p>
28	<p>Records Management and Document Control. Maintain the central repository, process and track classified mail. Scan all records, and maintain and administer searchable database. (C.3.6)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Provide required copies of documents for filing/retention to the ISS.</p>
29	<p>Environmental Information Center Operations. Operate and maintain the Environmental Information Center (EIC). (C.3.8)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Designate and provide documents for placement of documents in the Paducah EIC, as applicable.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
30	<p>Training Services. Providing training in the areas of Consolidated Annual Training, and Mandatory training including: General Employee Training, RAD Worker I and II, Annual Security Refresher, Workplace Violence, Diversity, Employee Conduct, Business Ethics/Standards of Conduct, Quality Assurance (QA) Overview, Environmental Management Systems Overview, Fire Extinguisher Training, DOE Orders/Work Smart Standards and Integrated Safety Management System (ISMS). (C.3.9)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Coordinate schedule and provision of training schedule for workforce.</p> <p>Track training status and notify employees of training needs. Provide project specific input for incorporation into training modules.</p>
31	<p>On-Site Fueling Service. Provide on-site refueling capability through on-site fueling stations for DOE and other site contractors.</p> <p>Invoice and collect for the cost of the fuel on first-in-first-out (FIFO) cost basis to each user, including other site contractors, GSA, DOE, etc. (C.3.10)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize systems in accordance with provider's procedures and <u>reimburse</u> for fuel usage on a FIFO cost basis within 5 business days of invoice from the ISS.</p>
32	<p>Energy Employees Occupational Injury Compensation Program Act. Provide information to verify employment histories, provide medical records, radiation dose records and other records related for any individual as requested. (C.3.11)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Each contractor shall comply with its contract requirements and coordinate with others as required.</p>

Section 2: Services Provided by the Deactivation Contractor		
<i>Item</i>	<i>Activity/Service Provided</i>	<i>Other Contractor Interface Requirement</i>
1	<p>Nuclear Materials Control and Accountability. Integrate, develop, maintain and implement the Paducah Site Nuclear Materials Control and Accountability (NMC&A) program, including compliance with DOE Orders (e.g., NMC&A organizational independence from nuclear materials operations). The Contractor will develop and maintain the contractor NMC&A Plan and will assist other DOE/Paducah contractors, in the development of required NMC&A plans and procedures if requested. The Contractor conducts assessments of the NMC&A program, develops corrective action plans and provides to the ODSA for inclusion in the Annual Comprehensive Self-Assessment Report submitted to the ODFSA/CSA. In coordination with the ODSA, the Contractor will develop and provide the NMC&A program section of the SSP.</p> <p>The Contractor provides information to the DOE site contractor about security arrangements and/or changes prior to new or changing operations commencing or configurations that might alter the performance of existing security system.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Maintain NMC&A information in accordance with the site program and provide data to the Deactivation Contractor.</p> <p>The ODSA (ISS) will develop protective measure approaches and strategies for physical protection related to safeguarding Paducah nuclear materials and NMC&A-related classified matter. Other site contractors will be signatories to all contractor NMC&A plans at Paducah.</p>
2	<p>Shared Site Process. Manage and host the Shared Site Process meetings</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Participate in the Shared Site Process.</p>
3	<p>Lock & Tag. Manage and maintain the Master Lock & Tag Program. Manage and coordinate utility outages with other site contractors.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Coordinate need for utility outages with other site contractors/users.</p>

Section 2: Services Provided by the Deactivation Contractor		
<i>Item</i>	<i>Activity/Service Provided</i>	<i>Other Contractor Interface Requirement</i>
5	<p>Emergency Operations. Emergency Operations consists of the site-wide Emergency Preparedness program, which includes operation of the Emergency Operations Center (EOC), hazard surveys and hazard assessments, training of EOC staff, site-wide emergency exercises, and facility specific plans and procedures for emergency preparedness development, training, drills and assessments. The EOC activity also includes Occurrence Notification Center to report environmental, safety, and health events and related information directly to DOE. After transition from USEC, manage the EOC and related emergency operations for the site. Adopt, develops, maintain, and execute an Emergency Management Program and Plan.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Participate in the site's Emergency Operations Program.</p>
6	<p>Water Systems. The management of the plant utility consisting of a system to distribute on-site fire suppression and potable water to the site facilities. After transition from USEC, operate and maintain the site-wide water systems on site in accordance with all the applicable State and federal codes and regulations: fire protection water system, domestic water systems.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Utilize and train employees on fire suppression systems.</p>
7	<p>Wastewater Systems. Wastewater Systems is defined as the management of the on-site plant utility consisting of a system to collect, treat, and dispose of sanitary wastewater from the site facilities. Operates the wastewater systems on site in accordance with all the applicable State and federal codes and regulations.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Provide input for required operations and maintenance of systems</p>
8	<p>Electrical Transmission, Distribution, & Energy Management. Electrical Transmission, Distribution, & Energy Management is defined as the management of the high voltage electrical plant utility consisting of a system for providing power to the on-site facilities. Coordinates with contractors to obtain the following: Energy cost and consumption data for the Energy Management Annual Report and the quarterly energy cost and consumption data entry to EMS4 database. Protects the systems against disruption and damage during performance of work and supports utility operations, maintenance, and closure of a service where appropriate.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Provide input for required operations and maintenance of systems</p>

Section 2: Services Provided by the Deactivation Contractor		
<i>Item</i>	<i>Activity/Service Provided</i>	<i>Other Contractor Interface Requirement</i>
9	<p>Natural Gas. Natural Gas is defined as the management of the natural gas utility consisting of a system to distribute natural gas to the on-site facilities. Coordinate with contractors to obtain the following: Energy cost and consumption data for the Energy Management Annual Report and the quarterly energy cost and consumption data entry to EMS database. Protects the systems against disruption and damage during performance of work and supports utility operations, maintenance, and closure of a service where appropriate.</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Provide input for required operations and maintenance of systems</p>
10	<p>Protective Force Program. Optimize and provide Protective Forces for facilities possessing critical Safeguards and Security interests. Manages, maintains, develops and supervises the Protective (PF) Force Program. This includes post orders, providing personnel and equipment required for support of the protective strategy developed by the ODSA. Ensures PF personnel are trained and equipped to DOE requirements for the task and providing operational procedures for the safe, efficient and effective implementation of the DOE-approved, ODSA Site Security Plan. The contractor will conduct self-assessments of the PF program and provide self-assessment reports and any resulting corrective action plans to the ODSA for inclusion in the Annual Comprehensive Site Assessment Report submitted to the DOE ODFSA/ODSA. In coordination with the ODSA the contractor will develop and provide the PF program section of the SSP.</p> <p>Optimize and provide Protective Forces for facilities possessing critical Safeguards and Security interests.</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> ISS <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>ODSA (ISS) develops the protective strategy for the Protective Force to implement in their PF program and post orders. The ODSA will provide requirements for Classified Matter Protection and Control patrols/checks. Develop the Performance Assurance Plan, LSPT schedules, and development Force on Force exercises. Include the Deactivation contractors PF program assessments and Corrective action plans into the Annual Comprehensive report to the ODFSA/ODSA. The ODSA will provide the deactivation contractor the opportunity to develop the Protective Force Program section of the Site Security Plan.</p>

Section 3: Services Provided by the DUF6 Contractor		
<i>Item</i>	<i>Activity/Service Provided</i>	<i>Other Contractor Interface Requirement</i>
1	<p>Cylinder Management. Manage the DOE UF₆ cylinder inventory, including cylinder inspections, on-site transportation of cylinders, and maintenance of the existing UF₆ cylinder yards. Take receipt of newly generated DUF₆ cylinders.</p>	<p>ISS <input type="checkbox"/> Remediation <input type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Identifies cylinder yard storage needs or necessary on-site transportation of cylinders.</p>

Section 4: Services Provided by the Remediation Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
1	<p>Environmental Monitoring. Perform environmental monitoring services both on-site and off-site of air, soils, and water. Develop and maintain the ASER, NESHAPs, and other site-wide environmental reports.</p> <p>Provides environmental monitoring and in support of the DUF₆ Outfall 17</p>	<p>ISS <input checked="" type="checkbox"/> DUF6 <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Support activities required for environmental monitoring and reporting. Provide input to the ASER, NESHAPs, and other site-wide reports as applicable.</p>
2	<p>Mail Services. Provide central locations and receptacles for collection and delivery of site mail.</p>	<p>ISS <input checked="" type="checkbox"/> DUF6 <input type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Daily pick-up and drop-off of external mail at the mailroom.</p>
3	<p>Environmental Permits. Maintain and input project activities into applicable environmental permits and licenses (e.g., KPDES, CAA, etc.).</p>	<p>ISS <input type="checkbox"/> DUF6 <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Coordinate with Remediation Contractor to incorporate activities into applicable site environmental permits and licenses.</p>
4	<p>Environmental Regulatory Management (site-wide permits, permit applications, and reports; site-wide NEPA documents; site-wide environmental reports).</p> <p>Administers the site program for this activity. Provides required environmental information to support regulatory compliance and is responsible for compliance in areas under its cognizance, including NEPA. Provides required air and liquid effluents and near facility environmental monitoring; collects, compiles, and/or integrates air and liquid effluent monitoring data from operations and activities under its control. Provides environmental data to support the Annual Paducah Environmental Reports. Integrates its environmental permitting and regulatory compliance activities with the Paducah-wide permitting and compliance framework.</p>	<p>ISS <input checked="" type="checkbox"/> DUF6 <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Provide input to the document development and reporting process.</p> <p>Provide assistance to other site with transfer of existing permits or development of new permits that may be necessary as a result of changing project activities or new regulations.</p> <p>Support site Pollution Prevention/Waste Minimization Programs, including providing input into site programmatic environmental documents.</p>

Section 5: Services Provided by the Environmental Technical Services Contractor (or Other Site Contractor)		
<i>Item</i>	<i>Activity</i>	<i>Other Contractor Interface Requirement</i>
1	<p>Project Management. Maintain the site-wide, integrated life-cycle baseline.</p>	<p>ISS <input checked="" type="checkbox"/> DUF6 <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/></p> <p>Provide input to the site-wide, integrated life-cycle baseline as applicable.</p>

Attachment J-4b DUF6 Services & Contract Interface Requirements Matrix Portsmouth

Services listed in the DUF6 Services & Contract Interface Requirements Matrix shall be performed in accordance with the Performance Work Statement.

Legend for Matrix – The Legend for the primary Matrix users/providers is as follows:

ETS	Environmental Technical Services Contract (or)
D&D	D&D /Remediation Contract (or)
ISS	Infrastructure Support Services Contract (previously Facility Support Services (FSS), interchangeable for the purpose of this attachment) (or)
USEC	United States Enrichment Corporation (or)
Other Site Users	Examples: Ohio National Guard,
DUF6	DUF6 Conversion Project
Cost Allocation activity	The term “cost allocation” means the individual contractor will incur the cost for performing that activity

Types of Interfaces – Applies to D&D contractor

1. Information (I): knowledge (data, facts, etc) gathered or supplied
2. Physical (P): systems in tangible contact (i.e., ‘pipe-to-pipe’), or a physical exchange of product or materials
3. Service (S): provision of work for another contractor

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P	Facilities – Facilities, and existing furnishings and supplies will be government furnished to the Contractor for use in performance of Contract scope.			X-744, X-540, X-700 west, X-735, portion of X-720 Records Vault, portion of X-720 shipping and receiving area, portion of X-1000 second floor south office area, portion of X-1000 first floor north security area and training area			DUF6 Conversion Facilities and associated cylinder storage yards. Includes X-1300, X-1100, X-1700, X-1320, trailers, associated laydown areas, cylinder yards X-745G-1, portions of G-2, C, E		
I	Master Plan - The D&D contractor reviews and updates. The overall cleanup strategy document is maintained by the D&D contractor.	Provides input	Update and maintain	Provides input	Provides input	Provides input	NA; CO will direct Contractor on terms for providing information	C.A.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
I	Regulatory Compliance and Permits – Comply, develop, renew existing permits and/or obtain new permits as necessary. The majority of the permits will be the responsibility of the D&D contractor. Other contractors will also have limited number of permit responsibilities for its respective work.	Provide information to D&D contractor, if needed.	Renews existing permits and obtain new permits for D&D Project. Responsible for maintaining the comprehensive list of permits.	Renews existing permits and obtain new permits for Facility Support activities. Provide information to D&D contractor, if needed.	Renews existing permits and obtain new permits for Lease Areas. Provide information to D&D contractor, if needed.	Provide information to D&D contractor, if needed.	Renews existing permits and obtain new permits for DUF6 Project activities. Provide information to D&D contractor, if needed	C.A.2.7.4	Each site contractor bears the cost burden of administration and implementation.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I	Regulatory Documents and Involvement – the D&D contractor has the primary responsibility for interaction with DOE and regulators. The other site contractors will provide information and support to D&D contractor as related to the regulatory involvement process.	Provide support and information to D&D contractor.	Primary responsibility for regulatory involvement.	Provide support and information to D&D contractor.	Provide support and information to D&D contractor.	Provide support and information to D&D contractor.	Responsible for interaction with regulators concerning DUF6 Project activities. Provides information to D&D contractor.	C.A.2	D&D contractor bears the cost burden for development of documents and regulatory involvement. Other contractors/users bear internal and implementation costs.
I	Develop and Submit the Annual Site Environmental Report (ASER) - D&D contractor is responsible for developing the ASER for the D&D Project.	Provide input and support to D&D contractor.	Develop and submit. Coordinate sitewide environmental reports.	Provide input and support.	Provide input and support.	Provide input and support.	Provide input and support	C.A.2.7.6	D&D contractor bears the cost burden for development of documents and regulatory involvement. Other contractors/users bear internal and implementation costs
P	Facilities D&D Activities - For example: Utilities Isolation/re-routing/optimization, Deactivation, and Demolition. D&D contractor will be performing D&D activities: plan and implementation.	Provide oversight and support.	Coordinate with other site tenants/contractors on plans for work activities, site safety, and logistics issues.	Provide support, if necessary.	Concur if necessary.	Provide support, if necessary.	NA	C.A.2.2 and C.A.2.3	D&D contractor bears the cost burden for field work. Other contractors/users bear internal and implementation costs

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P/I	Facilities Transfer and Turnover activities - USEC is responsible for completing the turnover requirements per the Lease. Provides support and verification process for DOE acceptance of the facilities to ensure the turnover requirements are met.	Support DOE with the turnover requirements.	Receive facilities/services as approved by DOE.	Receive facilities/services as approved by DOE.	Completes the turnover requirements and transfers to DOE.	Provide support, if applicable.	Provide support as directed by CO	C.A.2.7.1	Each contractor shall be responsible for the cost burden and verification process for facilities assigned to them by the CO.
P/I	Soils Remediation Activities - D&D contractor will be performing soils remediation activities: removal underground utilities, piping/components, slabs, footers, and other below grade structures.	Provide oversight and support.	Perform soils remediation: Coordinate and notify affected tenants/contractors.	Provide support, if necessary.	Provide support, if necessary.	Provide support, if necessary.	NA	C.A.2.4.2	D&D contractor bears the cost burden for remediation work. Other contractors/users bear internal and support costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P/I	Groundwater Monitoring and Inspection - the D&D contractor is responsible for conducting groundwater monitoring and inspection per the IGWMP. The ETS contractor may perform independent monitoring or inspection.	Perform independent oversight and independent monitoring and inspection activities. Coordinate with D&D contractor.	Perform groundwater monitoring and inspection. Coordinate with all other site tenants/contractors: notify USEC, if required. Provide support to ETS for independent monitoring and inspection.	Provide support, if necessary.	Provide support, if necessary.	Provide support, if necessary.	NA	C.A.2.4.3	D&D contractor bears the cost burden for remediation work. ETS contractor bears the cost burden if/when it performs independent activities. Other contractors/users bear internal and support 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, ISS, ETS, and DOE) activities.	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	Manages wastes generated from DUF6 Project Activities. Responsible for costs associated with DUF Project waste management	C.A.2.5	D&D contractor bears the cost burden for waste management program, administration, and implementation activities. Other contractors/users bear internal and support costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P/I	OSWDF Construction Activities – If the construction of OSWDF is not self-performed, the D&D contractor is responsible for the construction oversight while a subcontractor performs construction.	Provide oversight and support.	Responsible for Construction Oversight.	Provide support, if necessary.	N/A	N/A	NA	C.A.2.5.4.2	D&D contractor bears the cost burden if Self Performed; D&D contractor bears the cost burden for construction oversight. D&D contractor bears the construction subcontract cost burden if it is subcontracted.
I	OSWDF Design Activities – the D&D contractor will complete the design and Certified for Construction package, if the OSWDF is approved. During the design process, location of the OSWDF will be determined.	Provide oversight and support to D&D contractor, if necessary.	Coordinate OSWDF location with other site entities to ensure no shared site agreements are impacted.	Provide oversight and support to D&D contractor, if necessary.	N/A	Provide oversight and support to D&D contractor, if necessary.	NA	C.2.5.4.1	D&D contractor bears the cost burden for design and CFC package. Other contractors bear the cost of internal support activities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P/I	S&M Activities – S&M or facility maintenance activities are performed to prevent and correct maintenance for systems and facilities.	Provide oversight and support. Responsible for participating in the “Shared Site” committee and identifying site activities that may impact multiple site users.	Responsible for S&M activities in assigned facilities identified in Section J.A, Attachment 5. Activities include facility and systems/equipment preventive and corrective maintenance. Serves as the “design authority” for all activities associated with the D&D Project. Responsible for leading the “Shared Site” committee and coordinating site activities involving multiple site users.	Responsible for facility maintenance activities (non-nuclear activities) in assigned facilities identified in contract. All maintenance activities requiring “design authority” approval shall be approved by the D&D contractor. Responsible for participating in the “Shared Site” committee and identifying site activities that may impact multiple site users.	Coordinate with appropriate contractor. Responsible for participating in the “Shared Site” committee and identifying site activities that may impact multiple site users.	Coordinate with appropriate contractor. Responsible for participating in the “Shared Site” committee and identifying site activities that may impact multiple site users.	Performs S&M of DUF6 Project Facilities including associated cylinder yards. Responsible for participating in the “Shared Site” committee and identifying site activities that may impact multiple site users. Activities that involve shared work include the following, some portion of which are GFSI: NMCA, Site Safety Standards, Site Technical training such as Drills, First Aid, CPR, Site-wide permits, Railroad services, Roads and Grounds, Excavation permits, Laboratory services, Pagers for Emergency Operation Center	C.A.2.2	Each contractor bears the cost burden for performing the S&M activities for their assigned facilities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I/S	Health Physics and Radiological Site Services - D&D contractor is responsible for providing health physics and radiological site services (e.g. Dosimetry program, radiological surveys, monitoring, and PPE).	Receives services from D&D contractor. Provide input to support the D&D contractor's budgeting requirement. Provide oversight and support.	Provides health physics and radiological site services and appropriate PPE to ETS and ISS contractors and DOE.	Receives services from D&D contractor. Provide input to support the D&D contractor's budgeting requirement.	N/A		Dosimetry services will be provided to DUF6 by D&D Contractor on a full cost recovery basis.	C.A.2.7.3	D&D contractor bears the cost burden of program administration and implementation. Other site contractors bear internal implementation costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P	Industrial Hygiene Health and Safety Services and Equipment – Personal protective Equipment, thermal equipment, Monitoring Equipment, respirators, and Other Services and Equipment Related to Health and Safety	Receives health and safety services and equipment including (PPE) from the D&D contractor.	Provides health and safety services and equipment (including PPE to all D&D project contractors and DOE. Specialty equipment and services (e.g. fall protection harnesses, combustible gas monitoring, oxygen monitoring, noise level monitoring, etc.) will be provided by the D&D contractor.)	Receives health and safety services and equipment including (PPE) from the D&D contractor.	N/A	N/A	Provides health and safety services and equipment (including PPE) for own DUF6 Project personnel	C.A.2.7.3	D&D contractor will bear cost burden for this task; however, each site contractor is responsible for developing health and safety plans and procedures for its own employees.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I	Security Management (physical and personnel security) – ISS contractor is responsible for security management which includes plans and procedures; lock and key program; facility registration; information security; computer security and classification; badging (HSPD-12 credentials); and access authorization.	Provides necessary information to the ISS contractor to support security management program.	Provides necessary information to the ISS contractor to support security management program.	Provides security management services to DOE and DOE contractors.	Provides necessary information to the ISS contractor to support security management program.	Provides necessary information to the ISS contractor to support security management program.	Provides necessary information to the ISS contractor to support security management program. Provides listed services directly for DUF6 Project	C.A.2.7.7	ISS contractor bears the cost burden. Other site contractors bear internal and implementation cost.
S/I	Protective Force Services - Protective Forces services supporting DOE sponsored D&D activities will be provided to all site entities by the D&D contractor. The contractors have the responsibilities to provide necessary information to support the Protective Force services.	Provide necessary information and support, if required.	Provide Sitewide Protective Force services to all site entities. This includes implementation of the site security plans developed by the ISS contractor.	Provide necessary information (see Security Management (physical and personnel security)) above and additional; support, if required.	Provide necessary information and support, if required.	Provide necessary information and support, if required.	Provide necessary information and support, if required.	C.A.2.7.7	The D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S/I	Emergency Management and Response - Emergency management and response, supporting DOE sponsored D&D activities, is provided to all site entities by the D&D contractor. The contractors have the responsibility to provide support in implementation of the emergency management program, response, and recovery. Pagers for EOC Cadre members and radios for emergency communications will be provided by the D&D contractor as GFS/I.	Provides information and support.	Provides Emergency Management and response services.	Provides information and support.	Provides information and support.	Provides information and support.	Provides information and support. Assessed fee by D&D for service	C.A.3.0	The D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.
S/I	Fire Protection Services - Fire Protection supporting DOE sponsored D&D activities will be provided to all site entities by the D&D contractor. The contractors have the responsibility to support the Fire Protection services.	Provides necessary information and support, if required.	Provides sitewide Fire Protection services to DOE and site entities.	Provides necessary information and support, if required.	Provides necessary information and support, if required.	Provides necessary information and support, if required.	Provides necessary information and support, if required. Assessed fee by D&D for service	C.A.3.0	The D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S/I	Site Utility Services - Utility services (sanitary water, sanitary sewage, recirculating cooling water, plant dry air, electrical power distribution, power administration, nitrogen system, street lights, steam, and utilities inspection) for site operations supporting DOE sponsored D&D activities are provided to all site entities by the D&D contractor. The D&D contractor is also required to provide this service to DOE approved off site entities. The contractors have the responsibility to provide support in implementation of utilities services.	Provides information and support.	Provides utilities.	Provides information and support.	Provides information and support.	Provide information and support.	Provide information and support. DUF6 pays for natural gas, electric power, water, sewer Site Services provided by fee by D&D: Emergency/Fire/PSS Service, Cylinder Yard Equipment Maintenance Services, NMC&A, Sampling/Analytical Lab, Dosimetry, Powers Ops, Sanitary Water, Sanitary Sewer, Code Inspection, Natural Gas S&M, Fee for Work for Others (WFO)	C.A.3.0	The D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	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.	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. Transportation Control Center for monitoring security sensitive and other shipments for DOE.	Responsible to provide shipping and receiving services to DOE and DOE contractors and subs. 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	Responsible to provide shipping and receiving services for DUF6 Project	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.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I	Baseline Development Activities – The contractor shall provide input and support to the DOE to maintain the Portsmouth D&D Federal Life Cycle Baseline. In addition, the contractor shall be responsible for all aspects of the D&D contractor life cycle baseline for the Portsmouth D&D project, including the Critical Decisions process. The ETS contractor will assist DOE in developing and maintaining the Federal Life Cycle Baseline.	Receives initial Federal baseline package from the D&D contractor. Assists DOE in maintaining the Federal Baseline and receives information from other site entities.	Provide input and support to the DOE to maintain the Portsmouth D&D Federal Life Cycle Baseline. In addition, the contractor shall be responsible for all aspects of the D&D contractor life cycle baseline for the Portsmouth D&D project, including the Critical Decisions process.	Provides baseline to the ETS contractor to support the Federal Lifecycle Baseline.	N/A	Provides baseline to the ETS contractor to support the Federal Lifecycle Baseline.	Provides contract period baseline to the ETS contractor to support the Federal Lifecycle Baseline.	C.A.2.7.2	D&D contractor will bear the cost burden for the D&D project baseline. The ETS contractor will bear the cost burden for the Federal lifecycle baseline. The other site contractors/users will bear internal and implementation cost.
I	Public Relations Activities – the D&D contractor is primarily responsible for supporting the public relations activities. Other site contractors will be providing support related to its own areas.	Provide support to DOE. Provide support/information to D&D contractor.	Primary responsibility for public relations activities.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	C.A.2.7.1 0	D&D contractor will bear the cost burden for programs and plans and implementation. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I/S	Records Management and Document Control – Records (archives, newly generated, and received) will be kept by the ISS contractor. Every contractor is responsible for maintaining its records management program; however, records generated by the other site contractors will be sent to the ISS contractor. ISS contractor will provide document reproduction services to DOE, ETS, and D&D contractor.	Maintain own records management and document control system for its oversight and DOE generated documents.	Process (schedule, box, index and turn over to ISS any records located in buildings that are being prepared for D&D in accordance with NARA, DOE, and ISS site requirements. Maintains own document control system for internal documents.	Provides for Records Management services (including disposition) and document reproduction. Receives all records from other DOE contractors in support of the D&D. ISS contractor will provide document reproduction services to DOE, ETS, and D&D contractor.	Sends all project records to ISS contractor.	Sends all project records to ISS contractor.	Maintain own records management and document control system	C.A.2.7.9	ISS contractor bears the cost burden for records management program and implementation. The other site contractors/users will bear internal and implementation cost.
I/S	Cyber Security – Compliance of cyber security program, plans, and implementation.	Covered by the PPPO	Receives service from ISS contractor.	Provides cyber security service to D&D contractor.	N/A	N/A	Provides cyber security service for DUF6 Project. Coordinates with other contractors.	N/A	ISS contractor bears the cost burden for cyber security.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	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. The D&D contractor is responsible for maintaining the FIMS and PIDS database by coordinating with other site contractors. The D&D contractor is responsible for excess property disposition.	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 D&D contractor.	Manage assigned real and personal property and provide information to D&D contractor.	Manage assigned real and personal property and provide information to D&D contractor.	Manage assigned real and personal property and provide information to D&D contractor.	C.A.2.7.1 1	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.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
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 management of assigned vehicles and equipment including the GSA vehicles. Additionally, responsible for reporting for the entire D&D Project.	Responsible for fleet management of assigned vehicles and equipment..	N/A	N/A	Responsible for management of assigned vehicles and equipment including the GSA vehicles.	C.A.2.7.1 1	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.
S	Janitorial Services – Janitorial services that includes sanitary trash pickup, restroom cleaning, and shower cleaning will be provided by the D&D contractor.	Receives the services from the D&D contractor.	Provides janitorial services for facilities specified in JA-5.	Provides janitorial services for facilities specified in contract.	N/A	N/A	Provides janitorial services for facilities specified in contract.	C.A.2.2	Each contractor bears the cost burden for performing janitorial activities for its assigned facilities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES										
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations	
S/I	Computer and Telecommunication Services – ISS is responsible for enterprise applications and installed hardware, providing telephones (landline and cellular), copiers, and computers and hardware maintenance. D&D Contractor is responsible for databases for D&D Project applications. D&D is responsible for providing radios (emergency as well as for routine day-to-day use).	Receives computer services from DOE – PPPO, telephones from ISS, and radios from D&D.	Receives hardware and hardware maintenance service from ISS. Provides configuration management for databases required to support the D&D Project. This includes procuring, maintaining, and operating databases for D&D Project applications. This does not include network configuration or installation. Responsible for helpdesk support for D&D Project software. Provides emergency radios to site personnel as well as for routine day-to-day use for D&D, ISS, ETS, and DOE.	Provides hardware and hardware maintenance service to D&D contractor. Responsible for configuration management of the network. This includes hardware and software installation as well as routine hardware and software updates. Provides helpdesk support to D&D for enterprise applications and installed hardware.	Receives Telecommunications services from ISS via work authorization.			Provides hardware and hardware maintenance services for DUF6 Facilities	N/A	Each contractor will bear the cost burden for its assigned scope.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S	Laundry Services – D&D contractor will provide the services to ETS and ISS.	Receives services from D&D contractor.	Responsible for the laundry services – also provides laundry services for ETS, DOE, and ISS.	Receives services from D&D contractor.	N/A		DUF6 may receive this service by D&D on a full cost recovery basis.	C.A.2.7	D&D contractor will bear cost burden for this service. The other site contractors/users will bear internal and implementation cost.
S/I	Pest Control	Receives services from D&D contractor.	Responsible for spraying interior and exterior adjacent to building for pest control.	Responsible for rodent pest control outside of the buildings.	N/A	N/A	Responsible for pest control for DUF6 Project Facilities	C.A.2.2	D&D and ISS are responsible for the cost burden for the service they provide.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	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 ISS. 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 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	Arranges own mail pickup and drop off serviced	N/A	ISS contractor will bear cost burden for central pick up and drop off service.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S	Training Service – ISS contractor provides the general site training for ETS, DOE, and D&D Contractor. (i.e. GET, RW1, RW2, & Security) Also provides ES&H training for ISS employees and its subcontractors. See Section J Attachment 18, <i>Training Matrix</i> , for additional information.	Receives service from ISS and D&D contractors.	Receives service from ISS. Provides D&D specific training. Provides ES&H training to DOE and ETS.	Provides training service to ETS and D&D contractors, DOE, and other site users.	N/A	Receives service from ISS and D&D.	Receives service from ISS for general site training. Responsible for DUF6 Facility specific training		ISS contractor will bear cost burden general site training and D&D contractor will bear cost burden for D&D specific training.
I	Consolidated Financial Statement and D&D Fund Support.	Prepares Consolidated Financial Statement and provides D&D Fund Support for DOE.	Provides information and support to ETS.	Provides information and support to ETS.	N/A	N/A	NA		ETS contractor will bear cost burden for this task.
I	Technical Support for Annual Report to Congress on Environment, Safety, and Health Conditions.	Prepares the Annual Report to Congress.	Provides technical support to DOE for Annual Report to Congress on Environment, Safety, and Health Conditions.	Provides information and support to D&D contractor.	Provides information and support to D&D contractor.	Provides information and support to D&D contractor.	Provides information and support to D&D contractor.	C.A.2.7.3	ETS will bear cost burden for this task.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	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	Responsible for reporting data to D&D for incorporation into the FAST database and coordinating vehicle information with the D&D contractor.	C.A.2.7.1 1	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.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES									
Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S	In support of the DOE/GSA MOA for Vehicle Consolidation at PORTS, the D&D Contractor shall be responsible for providing all aspects of routine garage vehicle maintenance (preventative 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		Responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles	C.A.2.7.1 1	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 accident 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. Received 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.	Provides EMS Issues/requirement information to the D&D contractor.	DOE O 436.1	

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of		Wage Determination No.: 2005-2495
Director	Wage Determinations		Revision No.: 19
			Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis
 Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken
 Mississippi Counties of Benton, De Soto, Marshall, Tippah
 Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, Weakley

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.78
01012 - Accounting Clerk II		15.47
01013 - Accounting Clerk III		17.30
01020 - Administrative Assistant		21.69
01040 - Court Reporter		17.00
01051 - Data Entry Operator I		11.67
01052 - Data Entry Operator II		12.72
01060 - Dispatcher, Motor Vehicle		17.47
01070 - Document Preparation Clerk		12.64
01090 - Duplicating Machine Operator		12.64
01111 - General Clerk I		12.56
01112 - General Clerk II		13.71
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		20.25
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.37
01192 - Order Clerk II		13.50
01261 - Personnel Assistant (Employment) I		15.20
01262 - Personnel Assistant (Employment) II		17.00
01263 - Personnel Assistant (Employment) III		19.71
01270 - Production Control Clerk		20.56
01280 - Receptionist		13.23
01290 - Rental Clerk		15.13
01300 - Scheduler, Maintenance		15.74

01311 - Secretary I	15.74
01312 - Secretary II	17.61
01313 - Secretary III	19.63
01320 - Service Order Dispatcher	15.81
01410 - Supply Technician	20.59
01420 - Survey Worker	17.19
01531 - Travel Clerk I	12.72
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.58
01611 - Word Processor I	12.06
01612 - Word Processor II	15.20
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.85
05010 - Automotive Electrician	19.23
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.21
05110 - Mobile Equipment Servicer	15.07
05130 - Motor Equipment Metal Mechanic	19.23
05160 - Motor Equipment Metal Worker	17.21
05190 - Motor Vehicle Mechanic	19.23
05220 - Motor Vehicle Mechanic Helper	13.97
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	17.21
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.21
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	18.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.90
07041 - Cook I	9.36
07042 - Cook II	10.99
07070 - Dishwasher	8.88
07130 - Food Service Worker	8.88
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	8.52
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.21
09040 - Furniture Handler	10.74
09080 - Furniture Refinisher	16.21
09090 - Furniture Refinisher Helper	12.97
09110 - Furniture Repairer, Minor	15.27
09130 - Upholsterer	17.53
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.86
11060 - Elevator Operator	10.58
11090 - Gardener	14.17
11122 - Housekeeping Aide	10.25
11150 - Janitor	11.16
11210 - Laborer, Grounds Maintenance	11.36
11240 - Maid or Houseman	9.21
11260 - Pruner	10.11
11270 - Tractor Operator	14.85
11330 - Trail Maintenance Worker	11.36
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	17.06
12011 - Breath Alcohol Technician	16.61
12012 - Certified Occupational Therapist Assistant	19.86
12015 - Certified Physical Therapist Assistant	19.86
12020 - Dental Assistant	14.62
12025 - Dental Hygienist	28.57

12030 - EKG Technician	19.34
12035 - Electroneurodiagnostic Technologist	19.34
12040 - Emergency Medical Technician	17.06
12071 - Licensed Practical Nurse I	14.84
12072 - Licensed Practical Nurse II	16.61
12073 - Licensed Practical Nurse III	18.52
12100 - Medical Assistant	12.88
12130 - Medical Laboratory Technician	16.05
12160 - Medical Record Clerk	13.06
12190 - Medical Record Technician	14.61
12195 - Medical Transcriptionist	16.52
12210 - Nuclear Medicine Technologist	30.80
12221 - Nursing Assistant I	9.64
12222 - Nursing Assistant II	10.84
12223 - Nursing Assistant III	11.83
12224 - Nursing Assistant IV	13.75
12235 - Optical Dispenser	15.66
12236 - Optical Technician	13.51
12250 - Pharmacy Technician	13.61
12280 - Phlebotomist	13.75
12305 - Radiologic Technologist	24.12
12311 - Registered Nurse I	25.41
12312 - Registered Nurse II	30.43
12313 - Registered Nurse II, Specialist	30.43
12314 - Registered Nurse III	36.80
12315 - Registered Nurse III, Anesthetist	36.80
12316 - Registered Nurse IV	44.11
12317 - Scheduler (Drug and Alcohol Testing)	20.36
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.04
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.21
13041 - Illustrator I	16.96
13042 - Illustrator II	19.79
13043 - Illustrator III	24.21
13047 - Librarian	21.91
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	19.79
13058 - Library Technician	13.07
13061 - Media Specialist I	14.28
13062 - Media Specialist II	15.97
13063 - Media Specialist III	17.81
13071 - Photographer I	14.68
13072 - Photographer II	17.85
13073 - Photographer III	20.68
13074 - Photographer IV	23.22
13075 - Photographer V	28.10
13110 - Video Teleconference Technician	18.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.64
14042 - Computer Operator II	18.67
14043 - Computer Operator III	20.82
14044 - Computer Operator IV	23.14
14045 - Computer Operator V	25.61
14071 - Computer Programmer I	21.66
14072 - Computer Programmer II	26.85
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)

14150 - Peripheral Equipment Operator	16.64
14160 - Personal Computer Support Technician	21.44
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.88
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	27.88
15060 - Educational Technologist	24.67
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	23.07
15090 - Technical Instructor	21.83
15095 - Technical Instructor/Course Developer	26.71
15110 - Test Proctor	17.62
15120 - Tutor	17.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.68
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.31
16250 - Washer, Machine	10.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.24
19040 - Tool And Die Maker	19.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.10
21030 - Material Coordinator	20.56
21040 - Material Expediter	20.56
21050 - Material Handling Laborer	13.47
21071 - Order Filler	11.07
21080 - Production Line Worker (Food Processing)	13.10
21110 - Shipping Packer	14.59
21130 - Shipping/Receiving Clerk	14.59
21140 - Store Worker I	10.43
21150 - Stock Clerk	14.76
21210 - Tools And Parts Attendant	13.35
21410 - Warehouse Specialist	13.35
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.88
23021 - Aircraft Mechanic I	21.79
23022 - Aircraft Mechanic II	22.88
23023 - Aircraft Mechanic III	24.02
23040 - Aircraft Mechanic Helper	14.19
23050 - Aircraft, Painter	20.60
23060 - Aircraft Servicer	16.34
23080 - Aircraft Worker	17.40
23110 - Appliance Mechanic	17.27
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	23.89
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	16.87
23160 - Electrician, Maintenance	20.81
23181 - Electronics Technician Maintenance I	21.17
23182 - Electronics Technician Maintenance II	22.66
23183 - Electronics Technician Maintenance III	24.13
23260 - Fabric Worker	15.27
23290 - Fire Alarm System Mechanic	18.55

23310 - Fire Extinguisher Repairer	14.10
23311 - Fuel Distribution System Mechanic	19.65
23312 - Fuel Distribution System Operator	17.03
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	19.81
23381 - Ground Support Equipment Servicer	14.85
23382 - Ground Support Equipment Worker	15.82
23391 - Gunsmith I	14.10
23392 - Gunsmith II	16.42
23393 - Gunsmith III	18.72
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.55
23430 - Heavy Equipment Mechanic	19.09
23440 - Heavy Equipment Operator	17.47
23460 - Instrument Mechanic	18.97
23465 - Laboratory/Shelter Mechanic	17.58
23470 - Laborer	12.46
23510 - Locksmith	18.24
23530 - Machinery Maintenance Mechanic	20.73
23550 - Machinist, Maintenance	18.60
23580 - Maintenance Trades Helper	13.65
23591 - Metrology Technician I	18.97
23592 - Metrology Technician II	20.10
23593 - Metrology Technician III	21.32
23640 - Millwright	19.53
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	17.49
23790 - Pipefitter, Maintenance	19.62
23810 - Plumber, Maintenance	18.80
23820 - Pneudraulic Systems Mechanic	18.72
23850 - Rigger	18.35
23870 - Scale Mechanic	16.42
23890 - Sheet-Metal Worker, Maintenance	18.72
23910 - Small Engine Mechanic	17.13
23931 - Telecommunications Mechanic I	21.79
23932 - Telecommunications Mechanic II	23.09
23950 - Telephone Lineman	20.01
23960 - Welder, Combination, Maintenance	18.00
23965 - Well Driller	19.79
23970 - Woodcraft Worker	18.72
23980 - Woodworker	14.10
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.11
24610 - Chore Aide	8.83
24620 - Family Readiness And Support Services Coordinator	12.32
24630 - Homemaker	16.62
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.36
25040 - Sewage Plant Operator	19.58
25070 - Stationary Engineer	23.36
25190 - Ventilation Equipment Tender	15.83
25210 - Water Treatment Plant Operator	19.58
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.59
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	19.23
27010 - Court Security Officer	18.53
27030 - Detection Dog Handler	12.35

27040	- Detention Officer	19.23
27070	- Firefighter	16.97
27101	- Guard I	9.93
27102	- Guard II	12.35
27131	- Police Officer I	21.51
27132	- Police Officer II	22.53
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.40
28042	- Carnival Equipment Repairer	11.21
28043	- Carnival Equipment Worker	7.99
28210	- Gate Attendant/Gate Tender	13.81
28310	- Lifeguard	10.82
28350	- Park Attendant (Aide)	15.45
28510	- Recreation Aide/Health Facility Attendant	11.28
28515	- Recreation Specialist	12.69
28630	- Sports Official	12.31
28690	- Swimming Pool Operator	12.75
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	16.29
29020	- Hatch Tender	16.29
29030	- Line Handler	16.29
29041	- Stevedore I	15.93
29042	- Stevedore II	17.99
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	16.54
30022	- Archeological Technician II	18.50
30023	- Archeological Technician III	22.93
30030	- Cartographic Technician	22.93
30040	- Civil Engineering Technician	20.36
30061	- Drafter/CAD Operator I	16.54
30062	- Drafter/CAD Operator II	18.50
30063	- Drafter/CAD Operator III	20.64
30064	- Drafter/CAD Operator IV	25.39
30081	- Engineering Technician I	17.14
30082	- Engineering Technician II	18.54
30083	- Engineering Technician III	21.52
30084	- Engineering Technician IV	25.66
30085	- Engineering Technician V	30.95
30086	- Engineering Technician VI	37.45
30090	- Environmental Technician	21.22
30210	- Laboratory Technician	19.58
30240	- Mathematical Technician	22.93
30361	- Paralegal/Legal Assistant I	18.81
30362	- Paralegal/Legal Assistant II	22.31
30363	- Paralegal/Legal Assistant III	27.20
30364	- Paralegal/Legal Assistant IV	33.01
30390	- Photo-Optics Technician	22.93
30461	- Technical Writer I	22.46
30462	- Technical Writer II	27.48
30463	- Technical Writer III	33.24
30491	- Unexploded Ordnance (UXO) Technician I	22.74
30492	- Unexploded Ordnance (UXO) Technician II	27.51
30493	- Unexploded Ordnance (UXO) Technician III	32.97
30494	- Unexploded (UXO) Safety Escort	22.74
30495	- Unexploded (UXO) Sweep Personnel	22.74
30620	- Weather Observer, Combined Upper Air Or Surface Programs	20.64
30621	- Weather Observer, Senior	23.38
31000	- Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	11.67
31030 - Bus Driver	16.73
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	8.51
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	10.04
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	15.04
31363 - Truckdriver, Heavy	20.14
31364 - Truckdriver, Tractor-Trailer	20.14
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	9.53
99095 - Embalmer	24.26
99251 - Laboratory Animal Caretaker I	11.95
99252 - Laboratory Animal Caretaker II	13.40
99310 - Mortician	24.26
99410 - Pest Controller	15.45
99510 - Photofinishing Worker	11.96
99710 - Recycling Laborer	15.49
99711 - Recycling Specialist	16.25
99730 - Refuse Collector	13.79
99810 - Sales Clerk	11.81
99820 - School Crossing Guard	11.66
99830 - Survey Party Chief	19.49
99831 - Surveying Aide	12.77
99832 - Surveying Technician	17.49
99840 - Vending Machine Attendant	12.67
99841 - Vending Machine Repairer	15.76
99842 - Vending Machine Repairer Helper	12.54

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

WD 05-2423 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210

|
|
| Wage Determination No.: 2005-2423
Daniel W. Simms | Division of | Revision No.: 17
Director | Wage Determinations | Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Adams, Athens, Gallia, Highland, Hocking, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.91
01012 - Accounting Clerk II		12.56
01013 - Accounting Clerk III		14.03
01020 - Administrative Assistant		17.70
01040 - Court Reporter		18.49
01051 - Data Entry Operator I		11.47
01052 - Data Entry Operator II		12.52
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		12.16
01090 - Duplicating Machine Operator		12.16
01111 - General Clerk I		10.42
01112 - General Clerk II		11.37
01113 - General Clerk III		12.76
01120 - Housing Referral Assistant		15.79
01141 - Messenger Courier		11.26
01191 - Order Clerk I		10.45
01192 - Order Clerk II		11.80
01261 - Personnel Assistant (Employment) I		12.96
01262 - Personnel Assistant (Employment) II		14.51
01263 - Personnel Assistant (Employment) III		16.17
01270 - Production Control Clerk		18.77
01280 - Receptionist		10.27
01290 - Rental Clerk		9.84
01300 - Scheduler, Maintenance		12.66
01311 - Secretary I		12.66
01312 - Secretary II		14.16
01313 - Secretary III		15.79
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		17.70
01420 - Survey Worker		11.21

01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.55
01611 - Word Processor I	11.21
01612 - Word Processor II	12.58
01613 - Word Processor III	14.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.26
05010 - Automotive Electrician	16.60
05040 - Automotive Glass Installer	15.87
05070 - Automotive Worker	15.87
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	17.26
05160 - Motor Equipment Metal Worker	15.87
05190 - Motor Vehicle Mechanic	16.77
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	15.13
05280 - Motor Vehicle Wrecker	15.87
05310 - Painter, Automotive	16.60
05340 - Radiator Repair Specialist	15.87
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.06
07041 - Cook I	14.66
07042 - Cook II	16.06
07070 - Dishwasher	11.31
07130 - Food Service Worker	11.31
07210 - Meat Cutter	16.06
07260 - Waiter/Waitress	12.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.18
09040 - Furniture Handler	12.00
09080 - Furniture Refinisher	18.18
09090 - Furniture Refinisher Helper	14.06
09110 - Furniture Repairer, Minor	16.30
09130 - Upholsterer	18.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.17
11060 - Elevator Operator	11.17
11090 - Gardener	14.66
11122 - Housekeeping Aide	11.22
11150 - Janitor	11.22
11210 - Laborer, Grounds Maintenance	12.28
11240 - Maid or Houseman	10.04
11260 - Pruner	11.22
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.28
11360 - Window Cleaner	12.40
12000 - Health Occupations	
12010 - Ambulance Driver	13.53
12011 - Breath Alcohol Technician	15.71
12012 - Certified Occupational Therapist Assistant	21.21
12015 - Certified Physical Therapist Assistant	20.47
12020 - Dental Assistant	13.21
12025 - Dental Hygienist	27.52
12030 - EKG Technician	21.54
12035 - Electroneurodiagnostic Technologist	21.54
12040 - Emergency Medical Technician	13.53
12071 - Licensed Practical Nurse I	14.04
12072 - Licensed Practical Nurse II	15.71
12073 - Licensed Practical Nurse III	17.52

12100 - Medical Assistant	11.71
12130 - Medical Laboratory Technician	16.13
12160 - Medical Record Clerk	12.69
12190 - Medical Record Technician	14.19
12195 - Medical Transcriptionist	12.82
12210 - Nuclear Medicine Technologist	28.77
12221 - Nursing Assistant I	9.38
12222 - Nursing Assistant II	10.55
12223 - Nursing Assistant III	11.51
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	15.47
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	13.63
12280 - Phlebotomist	12.92
12305 - Radiologic Technologist	22.87
12311 - Registered Nurse I	21.89
12312 - Registered Nurse II	26.78
12313 - Registered Nurse II, Specialist	26.78
12314 - Registered Nurse III	32.40
12315 - Registered Nurse III, Anesthetist	32.40
12316 - Registered Nurse IV	38.83
12317 - Scheduler (Drug and Alcohol Testing)	19.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.15
13012 - Exhibits Specialist II	21.25
13013 - Exhibits Specialist III	26.00
13041 - Illustrator I	17.15
13042 - Illustrator II	21.25
13043 - Illustrator III	26.00
13047 - Librarian	23.53
13050 - Library Aide/Clerk	11.37
13054 - Library Information Technology Systems Administrator	21.25
13058 - Library Technician	14.80
13061 - Media Specialist I	15.33
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.13
13071 - Photographer I	13.81
13072 - Photographer II	15.45
13073 - Photographer III	19.14
13074 - Photographer IV	22.69
13075 - Photographer V	26.46
13110 - Video Teleconference Technician	16.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.61
14042 - Computer Operator II	18.72
14043 - Computer Operator III	21.15
14044 - Computer Operator IV	22.66
14045 - Computer Operator V	25.09
14071 - Computer Programmer I	21.74
14072 - Computer Programmer II	24.22
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	25.57
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.61
14160 - Personal Computer Support Technician	22.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.57
15020 - Aircrew Training Devices Instructor (Rated)	30.94
15030 - Air Crew Training Devices Instructor (Pilot)	36.53

15050	- Computer Based Training Specialist / Instructor	25.57
15060	- Educational Technologist	27.48
15070	- Flight Instructor (Pilot)	36.53
15080	- Graphic Artist	19.34
15090	- Technical Instructor	19.32
15095	- Technical Instructor/Course Developer	23.64
15110	- Test Proctor	15.60
15120	- Tutor	15.60
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.13
16030	- Counter Attendant	9.13
16040	- Dry Cleaner	11.56
16070	- Finisher, Flatwork, Machine	9.13
16090	- Presser, Hand	9.13
16110	- Presser, Machine, Drycleaning	9.13
16130	- Presser, Machine, Shirts	9.13
16160	- Presser, Machine, Wearing Apparel, Laundry	9.13
16190	- Sewing Machine Operator	12.37
16220	- Tailor	13.18
16250	- Washer, Machine	9.91
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	17.98
19040	- Tool And Die Maker	21.26
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	13.69
21030	- Material Coordinator	18.77
21040	- Material Expediter	18.77
21050	- Material Handling Laborer	12.13
21071	- Order Filler	12.45
21080	- Production Line Worker (Food Processing)	13.69
21110	- Shipping Packer	13.86
21130	- Shipping/Receiving Clerk	13.86
21140	- Store Worker I	12.08
21150	- Stock Clerk	16.41
21210	- Tools And Parts Attendant	13.69
21410	- Warehouse Specialist	13.69
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	20.63
23021	- Aircraft Mechanic I	19.80
23022	- Aircraft Mechanic II	20.63
23023	- Aircraft Mechanic III	21.49
23040	- Aircraft Mechanic Helper	15.72
23050	- Aircraft, Painter	18.91
23060	- Aircraft Servicer	17.36
23080	- Aircraft Worker	18.20
23110	- Appliance Mechanic	18.69
23120	- Bicycle Repairer	13.87
23125	- Cable Splicer	26.73
23130	- Carpenter, Maintenance	19.58
23140	- Carpet Layer	18.58
23160	- Electrician, Maintenance	23.78
23181	- Electronics Technician Maintenance I	21.12
23182	- Electronics Technician Maintenance II	23.33
23183	- Electronics Technician Maintenance III	24.78
23260	- Fabric Worker	16.61
23290	- Fire Alarm System Mechanic	19.17
23310	- Fire Extinguisher Repairer	15.48
23311	- Fuel Distribution System Mechanic	19.64
23312	- Fuel Distribution System Operator	15.77
23370	- General Maintenance Worker	14.33
23380	- Ground Support Equipment Mechanic	19.80
23381	- Ground Support Equipment Servicer	17.36

23382 - Ground Support Equipment Worker	18.20
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.78
23393 - Gunsmith III	19.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.45
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.18
23430 - Heavy Equipment Mechanic	17.77
23440 - Heavy Equipment Operator	21.57
23460 - Instrument Mechanic	22.10
23465 - Laboratory/Shelter Mechanic	18.92
23470 - Laborer	12.23
23510 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	20.36
23550 - Machinist, Maintenance	19.47
23580 - Maintenance Trades Helper	14.77
23591 - Metrology Technician I	22.10
23592 - Metrology Technician II	22.94
23593 - Metrology Technician III	23.78
23640 - Millwright	22.14
23710 - Office Appliance Repairer	18.54
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	21.00
23810 - Plumber, Maintenance	20.25
23820 - Pneudraulic Systems Mechanic	19.80
23850 - Rigger	19.80
23870 - Scale Mechanic	17.78
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	17.38
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.36
23950 - Telephone Lineman	23.30
23960 - Welder, Combination, Maintenance	17.64
23965 - Well Driller	19.58
23970 - Woodcraft Worker	19.80
23980 - Woodworker	15.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.32
24580 - Child Care Center Clerk	11.66
24610 - Chore Aide	10.29
24620 - Family Readiness And Support Services Coordinator	11.03
24630 - Homemaker	12.96
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.95
25040 - Sewage Plant Operator	18.18
25070 - Stationary Engineer	24.95
25190 - Ventilation Equipment Tender	16.70
25210 - Water Treatment Plant Operator	18.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.22
27007 - Baggage Inspector	10.64
27008 - Corrections Officer	18.93
27010 - Court Security Officer	18.63
27030 - Detection Dog Handler	11.92
27040 - Detention Officer	18.93
27070 - Firefighter	17.41
27101 - Guard I	10.64
27102 - Guard II	11.92
27131 - Police Officer I	18.22
27132 - Police Officer II	20.24

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.75
28042 - Carnival Equipment Repairer	15.58
28043 - Carnival Equipment Worker	12.01
28210 - Gate Attendant/Gate Tender	13.36
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.94
28510 - Recreation Aide/Health Facility Attendant	10.91
28515 - Recreation Specialist	17.03
28630 - Sports Official	11.91
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.11
29020 - Hatch Tender	17.11
29030 - Line Handler	17.11
29041 - Stevedore I	16.36
29042 - Stevedore II	18.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.51
30022 - Archeological Technician II	18.47
30023 - Archeological Technician III	22.89
30030 - Cartographic Technician	22.89
30040 - Civil Engineering Technician	20.48
30061 - Drafter/CAD Operator I	16.51
30062 - Drafter/CAD Operator II	18.47
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.58
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.23
30084 - Engineering Technician IV	25.29
30085 - Engineering Technician V	30.93
30086 - Engineering Technician VI	37.42
30090 - Environmental Technician	19.29
30210 - Laboratory Technician	19.26
30240 - Mathematical Technician	22.71
30361 - Paralegal/Legal Assistant I	17.74
30362 - Paralegal/Legal Assistant II	21.96
30363 - Paralegal/Legal Assistant III	26.89
30364 - Paralegal/Legal Assistant IV	32.54
30390 - Photo-Optics Technician	22.89
30461 - Technical Writer I	22.89
30462 - Technical Writer II	28.00
30463 - Technical Writer III	33.03
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.89
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.50
31030 - Bus Driver	13.37
31043 - Driver Courier	11.80
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	12.76
31310 - Taxi Driver	9.17

31361 - Truckdriver, Light	12.76
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99030 - Cashier	7.99
99050 - Desk Clerk	10.14
99095 - Embalmer	22.41
99251 - Laboratory Animal Caretaker I	13.20
99252 - Laboratory Animal Caretaker II	13.86
99310 - Mortician	27.93
99410 - Pest Controller	15.46
99510 - Photofinishing Worker	10.96
99710 - Recycling Laborer	13.94
99711 - Recycling Specialist	16.92
99730 - Refuse Collector	12.73
99810 - Sales Clerk	10.31
99820 - School Crossing Guard	11.31
99830 - Survey Party Chief	17.79
99831 - Surveying Aide	11.78
99832 - Surveying Technician	16.17
99840 - Vending Machine Attendant	13.88
99841 - Vending Machine Repairer	16.06
99842 - Vending Machine Repairer Helper	13.88

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

General Decision Number: KY150040 07/03/2015 KY40

Superseded General Decision Number: KY20140040

State: Kentucky

Construction Type: Building

County: McCracken County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/30/2015
2	02/06/2015
3	06/05/2015
4	06/12/2015
5	06/26/2015
6	07/03/2015

ASBE0037-009 04/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 29.99	16.32

BRIN0004-013 04/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 27.97	12.53

CARP0357-004 06/01/2015

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Batt and Foam Insulation, Drywall Hanging, Metal Stud Installation, and Form Work).....	\$ 21.44	16.43

ELEC0816-004 06/01/2015

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 31.03	25.5%+6.35

ENGI0181-039 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe, Bobcat/Skid Steer/Skid Loader, Bulldozer, Cherry Picker, Crane, Forklift, Front End Loader, Grader/Blade.....	\$ 28.13	14.15
Oiler.....	\$ 24.31	14.15

CRANE WITH BOOM 150 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.00 ABOVE GROUP 1; 225 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE RATE

CRANE USING PILING LEADS SHALL RECEIVE \$1.00 ABOVE RATE, REGARDLESS OF BOOM LENGTH

HAZARDOUS PAY:

- Level A Personal Protective Equipment \$1.00 Premium
- Level B Personal Protective Equipment \$.75 Premium
- Level C Personal Protective Equipment \$.50 Premium
- Level D Personal Protective Equipment - No Premium

IRON0782-007 05/01/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 25.50	19.02

LABO1214-004 07/01/2014

	Rates	Fringes
LABORER Common or General.....	\$ 20.50	11.65
Grade Checker, Mason Tender - Brick, Mason Tender - Cement/Concrete....	\$ 20.70	11.65

PAIN0500-006 06/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 20.60	12.35

PLAS0135-002 07/01/2012

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 22.90 13.55

PLUM0184-005 07/01/2014

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 33.91	15.13

PLUM0184-008 07/01/2014

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 33.91	15.13

* SFKY0669-003 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.35	17.52

SHEE0110-017 12/01/2014

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 29.45	18.70

SUKY2010-081 07/30/2010

	Rates	Fringes
ROOFER.....	\$ 16.42	1.50

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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
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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

General Decision Number: OH150072 07/03/2015 OH72

Superseded General Decision Number: OH20140072

State: Ohio

Construction Type: Building

County: Pike County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/23/2015
2	05/22/2015
3	07/03/2015

ASBE0080-001 03/04/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.04	18.33

BROH0039-003 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 30.69	16.01

BROH0046-004 06/01/2013

	Rates	Fringes
TILE FINISHER.....	\$ 24.85	16.36
TILE SETTER.....	\$ 28.59	16.36

* ELEC0575-004 06/02/2015

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms).....	\$ 31.70	14.58

ELEC0972-008 06/01/2014

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring and Alarm Installation Only).....	\$ 32.24	21.33

ELEV0011-002 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.26	28.685+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day,
Veteran'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.

ENGI0018-022 05/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader; Bulldozer.....	\$ 32.12	13.90
Crane.....	\$ 32.24	13.90
Forklift.....	\$ 31.08	13.90

IRON0550-012 05/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.66	18.36

IRON0769-001 06/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.33	21.33

LABO0083-003 06/01/2014

	Rates	Fringes
LABORER Common or General; Mason Tender - Brick & Cement/Concrete.....	\$ 32.74	9.75

PAIN0093-003 12/01/2013

Rates	Fringes
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PAINTER (Brush and Roller).....	\$ 23.58	15.10

PAIN1195-001 12/01/2014		
	Rates	Fringes
GLAZIER.....	\$ 30.00	10.87

PLAS0132-011 06/01/2014		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 29.09	18.94

PLUM0495-005 06/01/2014		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.42	20.06

PLUM0577-003 06/01/2014		
	Rates	Fringes
PLUMBER (Includes HVAC Pipe Installation).....	\$ 26.80	21.88

SFOH0669-009 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.52	19.09

SHEE0024-010 06/01/2014		
	Rates	Fringes
SHEET METAL WORKER (HVAC Duct and Unit Installation Only).....	\$ 27.30	21.84

SHEE0033-008 07/01/2014		
	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 29.39	21.15

* UAVG-OH-0001 08/29/2014		
	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.06	19.09

* UAVG-OH-0002 08/29/2014		
	Rates	Fringes

ROOFER.....\$ 28.17 14.08

SUOH2012-053 08/29/2014

	Rates	Fringes
CARPENTER.....	\$ 25.80	12.54
DRYWALL FINISHER/TAPER.....	\$ 20.66	4.91
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 22.27	14.40
LABORER: Pipelayer.....	\$ 18.37	4.79
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 29.18	10.69
OPERATOR: Loader.....	\$ 22.69	8.01
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.91	10.42
TRUCK DRIVER: Dump (All Types)...	\$ 19.33	6.55

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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WAGE DETERMINATION APPEALS PROCESS

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Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2015-7716
Revision No.: 1
Date Of Last Revision: 6/4/2015

State: Kentucky

Area: McCracken

Employed on Department of Energy contract for Operation of Depleted Uranium Hexafluoride Conversion Facilities.

Collective Bargaining Agreement between contractor: Uranium Disposition Services LLC "UDS", and union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Local 5-550, effective 6/27/2005 through 6/27/2014 and amended on 6/26/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2015-7717
Revision No.: 1
Date Of Last Revision: 6/4/2015

State: Ohio

Area: Pike

Employed on Department of Energy contract for Operation of Depleted Uranium Hexafluoride Conversion Facilities.

Collective Bargaining Agreement between contractor: Uranium Disposition Services, and union: United Steel, Paper and Forestry, Rubber, Manufacturing and Serv Local 5-689, effective 6/27/2005 through 5/1/2014 and amended on 6/26/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Attachment J-8

List of Deliverables

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-1	Transition Operations Plan	Once; submitted with proposal	CO	Approved at Notice to Proceed	Re: Section C.3.2
D-2	Cylinder Surveillance and Maintenance Plan	Review the Existing approved Plan and either accept or revise the Plan. Submit to DOE within 60 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section C.3.4.15 and C.7.1.1
D-3	Conversion Facilities Operations and Maintenance Plan	60 Days after Notice to Proceed; update as needed thereafter	CO	30 Days after Submittal	Re: Section C.3.4.16
D-4	Readiness Assessment (RA) Plan	30 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section C.3.4.17
D-5	Readiness Assessment Report	Within 15 business days prior to completion of the Transition Operations Phase	CO	30 days after Submittal	Re: Section C.3.4.17
D-6	Notification in Writing of Readiness to Assume Full Responsibility for Conversion Facility Operations and Cylinder S&M	After Completion of the Transition Operations Phase	CO	30 Days after Submittal	Re: Section C.3.5.1
D-7	As-Built Drawings	Annually by October 1.	CO	N/A	Re: Section C.4.11

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-8	Monthly Maintenance Activity and Cost Report	Monthly	CO	30 Days after Submittal	Re: Section C.4.12
D-9	Project Management Plan	60 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section C.6.1.1
D-10	Waste Management Plan	60 Days after Notice to Proceed; revise whenever changes are made that effect waste management thereafter	CO	30 Days after Submittal	Re: Section C.6.2.1
D-11	Conversion Product Management Plan	60 Days after Notice to Proceed; revise whenever changes are made that effect product management thereafter	CO	30 Days after Submittal	Re: Section C.6.3
D-12	Radiation Protection Program	60 Days after Notice to Proceed; Significant Proposed Changes 90 days prior to implementation and annual updates as necessary thereafter	CO	30 Days after Submittal	Re: Section C.6.4
D-13	Environmental Radiological Protection Program	60 Days after Notice to Proceed; Significant Proposed Changes 90 days prior to implementation and annual updates as necessary thereafter	CO	30 Days after Submittal	Re: Section C.6.4
D-14	Regulatory and Permitting Management Plan	60 Days after Notice to Proceed; annual review and update as appropriate thereafter	CO	30 Days after Submittal	Re: Section C.6.6.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-15	Integrated Safety Management System Plan	60 Days after Notice to proceed; update as needed thereafter	CO	30 Days after Submittal	Re: Section C.6.7.2
D-16	Worker Safety and Health Program	60 Days after Notice to Proceed; annual updates thereafter	CO	30 Days after Submittal	Re: Section C.6.7.5
D-17	Documented Safety Analyses (DSA) including Technical Safety Requirements (TSR)	Review and Adopt existing DSAs and TSRs, 60 Days after Notice to Proceed; Submit Annual Updates as Required	CO	30 Days after Submittal	Re: Section C.6.7.7
D-18	Site Security Plan (Paducah)	60 Days after Notice to Proceed; update annually or when significant changes occur thereafter	CO	30 Days after Submittal	Re: Section C.6.8.1
D-19	Site Security Plan (Portsmouth)	60 Days after Notice to Proceed; update annually or when significant changes occur thereafter	CO	30 Days after Submittal	Re: Section C.6.8.1
D-20	Nuclear Materials Control and Accountability Plan	45 Days after Notice to Proceed; update as required thereafter	CO	30 Days after Submittal	Re: Section C.6.8.3
D-21	Site Emergency Plan (integrated with USEC per Contract clause C.5.10)	60 Days after Contract Award	CO	30 Days after Submittal	Re: Section C.6.9.2

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-22	Emergency Planning Hazard Survey	Tri-annual updates or as major changes occur	CO	30 Days after Submittal	Re: Section C.6.9.5
D-23	Emergency Planning Hazards Assessments (EPHAs)	Tri-annual updates or as major changes occur	CO	30 Days after Submittal	Re: Section C.6.9.5
D-24	Site Integrated Emergency Readiness Assurance Plan (ERAP)	60 Days after Contract Award	CO	30 Days after Submittal	Re: Section C.6.9.6
D-25	Site Integrated Continuity of Operations (COOP)	60 Days after Contract Award with Annual Updates thereafter	CO	30 Days after Submittal	Re: Section C.6.9.7
D-26	Quality Assurance Program (QAP)	60 Days after Notice to Proceed; annual review and update as appropriate thereafter	CO	30 Days after Submittal	Re: Section C.6.10
D-27	Contractor Assurance System Description	60 Days after Notice to Proceed; annual review and update as appropriate thereafter	CO	30 Days after Submittal	Re: Section C.6.10.2
D-28	Issues Management System	60 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section C.6.10.3
D-29	Issues Management System Reporting	60 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section C.6.10.3
D-30	Monthly Engineering Support Services Report	Monthly	CO	30 Days after Submittal	Re: Section C.6.11

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-31	Records Management Plan	60 Days after Notice to Proceed; update as needed thereafter	CO	30 Days after Submittal	Re: Section C.6.12.1
D-32	Image Quality Statistical Sampling Plan	60 Days after Notice to Proceed; update as needed thereafter	CO	30 Days after Submittal	Re: Section C.6.12.1
D-33	Vital Records Program	60 Days after Notice to Proceed; update as needed thereafter	CO	30 Days after Submittal	Re: Section C.6.12.1
D-34	Vital Records Inventory	Annually	CO	30 Days after Submittal	Re: Section C.6.12.1
D-35	List of all Electronic Information Systems	Annually, first submittal 90 days after Notice to Proceed, then annually at end of fiscal year	CO	30 Days after Submittal	Re: Section C.6.12.1
D-36	File Plan	120 Days after Notice to Proceed; annual updates as needed, documenting any revisions	CO	30 Days after Submittal	Re: Section C.6.12.1
D-37	Records Management Data Calls	As requested	CO	30 Days after Submittal	Re: Section C.6.12.1
D-38	Records Disposition Plan	60 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section C.6.12.1
D-39	Records Contract Closeout Plan	90 days before the End of the Performance Period	CO	30 Days after Submittal	Re: Section C.6.12.3

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-40	Report of Annual Physical Inventory Results	Annually, by September 30	PA	30 Days after Submittal	Re: Section C.6.13.1
D-41	Report of Loss, Damage, Destruction or Theft	Per Occurrence	PA	30 Days after Submittal	Re: Section C.6.13.1
D-42	Property Information Database System (PIDS)	Annually, by December 1	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-43	Personal Property Scorecard Plan – New Fiscal year	Annually, by September 30	INFORMATION ONLY	30 Days after Submittal (Submitted to DOE-HQ for Approval)	Re: Section C.6.13.1
D-44	Personal Property Scorecard Report – Past Fiscal Year	Annually, by December 15	INFORMATION ONLY	30 Days after Submittal (Submitted to DOE-HQ for Approval)	Re: Section C.6.13.1
D-45	Report of Sales and Exchanges	Annually, by November 1	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-46	Motor Vehicle Fleet Reports (FAST)	As Required	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-47	Property Management Business System Plans and Procedures	45 Days from Contact Award	INFORMATION ONLY	30 Days after Submittal	Re: Section C.6.13.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-48	Final Property Reports for Physically Completed or Terminated Contracts	As Required	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-49	Special Reports for Motor Vehicles	As Required	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-50	GSA Report of Property Furnished to Non- Federal Activities	Annually, by October 31	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-51	Other Real Property Reporting –DOE Requested Information	As Required	DOE CRS Approval	7 Calendar Days	Re: Section C.6.13.2.2
D-52	Maintenance Management Program	90 Days after Notice to Proceed	DOE Approval	30 Days after Submittal	Re: Section C.6.13.2.5
D-53	Facilities Information Management System (FIMS) Validation	Annually	DOE Approval	N/A	Re: Section C.6.13.2.6

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-54	FIMS Reporting (Recalculation of FIMS RPV, FY Deferred Maintenance, FY Actual Maintenance, FY FPRPC Data Elements)	Annually	DOE Approval	N/A	Re: Section C.6.13.2.6
D-55	CAS Program	60 Days after Notice to Proceed	DOE Approval	30 Days after Submittal	Re: Section C.6.13.2.7
D-56	Ten Year Comprehensive Site Plan	Annually	DOE Certified Realty Specialist Concurrence Required	7 Calendar Days	Re: Section C.6.13.2.8
D-57	Site Sustainability Plan	Annually	DOE Approval	TBD	Re: Section C.6.13.2.9
D-58	Value Engineering Assessment	TBD	DOE Review and Information	N/A	Re: Section C.6.13.2.10
D-59	Records of Cylinder and Cylinder Yard Inspection and Maintenance	As requested	INFORMATION ONLY	N/A	Re: Section C.7.1.1
D-60	Cylinder Content Reports and Information	As requested	INFORMATION ONLY	N/A	Re: Section C 7.1.2

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-61	CID Software Configuration Management Procedure	Update as needed; no less than annually	CO	30 Days after Submittal	Re: Section C.7.1.2
D-62	Database Tracking the Inventory of Cylinders containing UOx (including cylinder integrity inspection contents, inspection status, S&M activities, and location for the cylinder inventory)	As Necessary	CO	30 Days after Submittal	Re: Section C.7.1.2
D-63	Contract Closeout Plan	60 Day Prior to the End of the Period of Performance	CO	30 Days after Submittal	Re: Section I.100
D-64	Contractor Employee Compensation Plan	By Close of Contract Transition	CO	30 Days after Submittal	Re: Section H.5(A)
D-65	RESERVED				
D-66	Annual Contractor Salary-Wage Increase Expenditure Report	Annually	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(C)(1)

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		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-67	A List of the top five most highly compensated executive as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation and any subsequent change to their total cash compensation	Annually	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(C)(2)
D-68	Annual Report of Compensation and Benefits	Annually	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(C)(3)
D-69	Any Proposed Major Compensation Program Design Changes	Prior to Implementation	EM HEAD OF CONTRACTING AUTHORITY	30 Days after Submittal	Re: Section H.5(D)(3)(a)(i)
D-70	Annual Compensation Increase Plan (CIP)	Annually	EM HEAD OF CONTRACTING AUTHORITY	30 Days after Submittal	Re: Section H.5(D)(3)(a)(ii)
D-71	Individual Compensation Actions for the Top Contractor Official and Key Personnel not included in the CIP.	Upon Initial Contract Award and when Key Personnel are Replaced during the Life of the Contract	EM HEAD OF CONTRACTING AUTHORITY	30 Days after Submittal	Re: Section H.5(D)(3)(a)(iii)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-72	Employee Benefits Value (Ben-Val) Study	Every Two Years for Each Benefit Tier and Prior to the Adoption of any Change to a Pension or Other Benefit Plan.	CO	30 Days after Submittal	Re: Section H.5(E)(3)(a)
D-73	RESERVED	.			
D-74	Employee Benefits Cost Survey Comparison	Annual for Each Benefit Tier	CO	30 Days after Submittal	Re: Section H.5(E)(3)(b)
D-75	Results to Limited-Scope Audit of Each Contractor Pension Plan & Copy of the Qualified Trustee or Custodian's Certification	Annually	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(G)(3)
D-76	Annual Separate Accounting of DOE Liabilities and Assets for Existing Commingled Plans	Annually	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(G)(4)
D-77	Pension Management Plan (PMP)	Updated and Submitted in Draft Annually No Later than 45 after the Last Day of the Plan Year along with its Draft Actuarial Valuation	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(G)(7)(a)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-78	Actuarial Valuation Reports	As Soon as Possible after the Last Day of the Plan Year, but No Later than the Due Date for Filing IRS Form 5500	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(I)(1)
D-79	Copies of Forms 5500 with Schedules for each DOE-Funded Pension Plan	As Soon as Possible after the Last Day of the Plan Year, but No Later than Submitted to IRS	INFORMATION ONLY	N/A	Re: Section H.5(I)(2)
D-80	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	As Soon as Possible after the Last Day of the Plan Year, but No Later than Submitted to IRS	INFORMATION ONLY	N/A	Re: Section H.5(I)(3)
D-81	Proposed Changes to Pension Plans and Pension Plan Funding	At Least 60 Days Prior to the Adoption of Any Changes	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.5(J)(1)
D-82	New Benefit Plans and Changes to Plan Design or Funding Methodology with Justification	At Least 60 Days Prior to the Adoption of Any Changes	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.5(J)(2)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-83	Annual Actuarial Evaluations	Annually	DOE REVIEW AND INFORMATION	N/A	Re: Section H.6(C)
D-84	Any Changes or Amendments to the BWCS Pension Plan for Grandfathered Employees	Prior to Adoption of Any Change	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.6(E)
D-85	Description of All Workforce Transition Agreements	Within 10 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(1)(a)
D-86	Draft Written Communication Plan	Within 10 Days of Notice to Proceed	CO	>5 days after Submittal	Re: Section H.7(A)(1)(b)
D-87	Estimated Costs and Detailed Breakouts of the Costs to Accomplish Workforce Transition Activities	Within 10 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(1)(c)
D-88	Draft Workforce Transition Plan	Within 15 Days of Notice to Proceed	CO	>5 days after Submittal	Re: Section H.7(A)(2)(a)
D-89	Final Written Communication Plan	Within 15 Days of Notice to Proceed	CO	>5 days after Submittal	Re: Section H.7(A)(2)(b)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-90	Final Workforce Transition Plan	Within 30 Days of Notice to Proceed	CO	>5 after Submittal	Re: Section H.7(A)(3)
D-91	Draft Workforce Transition Agreements	Within 30 Days of Notice to Proceed	DOE REVIEW AND INFORMATION ONLY	N/A	Re: Section H.7(A)(3)
D-92	Final Workforce Transition Agreements	Within 60 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(4)(a)
D-93	Written Description of Process Utilized in Obtaining Information regarding Employees who have been Identified as being at Risk of being Involuntarily Separated	Within 60 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(4)(b)
D-94	Copies of All and Any Written Agreements with BWCS for Transitioning Respective Employees	Within 60 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(4)(c)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-95	Reports regarding Implementation of Hiring Preferences	During the 90 Day Transition Period on a Weekly Basis, or more frequently if requested	DOE REIVEW AND INFORMATION	N/A	Re: Section H.7(A)(5)
D-96	RESERVED				
D-97	List of Contractor Personnel (along with Contact Information) who will be Responsible for Transitioning for the Existing Pension Plan and Other Existing Benefit Plans and/or Development of New Benefits Plans	Within 10 Days of Notice to Proceed	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(a)(1)
D-98	Estimated Costs and Detailed Breakouts of Costs to Accomplish Workforce and Benefits Transition Activities	Within 10 Days of Notice to Proceed	INFORMATION ONLY	N/A	Re: Section H. 7(B)(2)(a)(3)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-99	List of Information and Documents Requested from BWCS Pertaining to the Transition of Existing Benefit Plans	Within 15 Days of Notice to Proceed	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(b)(1)
D-100	Draft Benefits Transition Plan	Within 20 Days of Notice to Proceed	CO	>5 days after Submittal	Re: Section H.7(B)(2)(c)(1)
D-101	Detailed description of Plans and Processes to ensure compliance with the requirements set forth in Clause H.5	Within 20 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(B)(2)(c)(2)
D-102	Final Benefits Transition Plan	Within 30 Days of Notice to Proceed	CO	>5 Days after Submittal	Re: Section H.7(B)(2)(d)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-103	Drafts of All Amendments to and Reinstatements of the Pension and Other Benefit Plans Presently Sponsored by BWCS, including but not limited to Amendments effectuating the Change in Sponsorship	Within 45 Days of Notice to Proceed	DOE REVIEW	>5 days after Submittal	Re: Section H.7(B)(2)(e)(1)(i)
D-104	All Draft Restated Benefit Plans and Draft Summary Descriptions (SPDs) for Pension and Other Benefit Plans Sponsored by BWCS	Within 45 Days of Notice to Proceed	DOE REVIEW	>5 days after Submittal	Re: Section H.7(B)(2)(e)(1)(i)
D-105	Drafts of Any New Benefit Plan(s) as well as draft SPDs that the Contractor Proposes to Sponsor	Within 45 Days of Notice to Proceed	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.7(B)(2)(e)(1)(ii)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-106	Drafts of the Transition Agreements which the Contractor will Enter into with BWCS, to ensure the Contractor's Compliance with the Pay and Benefits Requirements set forth in Clause H.5	Within 45 Days of Notice to Proceed	CO	>5 days after Submittal	Re: Section H.7(B)(2)(e)(1)(iii)
D-107	Final Version of the Documents provided in Section H.7(B)(2)(e)	No later than 60 Days after Notice to Proceed and Prior to Adoption or Execution	CO	>5 days after Submittal	Re: Section H.7(B)(2)(f)
D-108	Documents relating to Benefit Plans offered to Contractor Employees, including but not limited to SPDs, All Plan Documents, Applicable Amendments, Employee Handbooks and Other Documents	Upon Request	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(h)(1)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-109	Any and All Documents pertaining to Implementation of and Compliance with Implementation of the Compensation and Benefit Programs Identified in Clause H.5.	Upon Request	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(h)(2)
D-110	Data Responses to Departmental Annual and Ad Hoc Pension and PRB Data Requests	Upon Request	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(h)(3)
D-111	Semi-Annual Report on Grievances for which Further Judicial or Administrative Proceedings are anticipated and all Final Grievances	June 30 and December 31 of Each Year	DOE REVIEW AND INFORMATION	N/A	Re: Section H.9(I)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-112	Standard Form 98 (e98) for Subcontractors determined to be Subject to the Service Contract Labor Standards	As soon as Possible	CO	N/A	Re: Section H.11(c)
D-113	DBA Semi-Annual Enforcement Report	By April 21 and October 21 of Each Year	INFORMATION ONLY	N/A	Re: Section H.11(e)
D-114	PAAA Compliance Plan and Reporting Process	As requested	INFORMATION ONLY	N/A	Re: Section H.17
D-115	Organizational Conflict of Interest (OCI) Management Plan	Within 15 Calendar after Notice to Proceed	CO	30 Days after Submittal	Re: Section H.26
D-116	Diversity Program Plan	60 Calendar Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section H.31(a)
D-117	Annual Diversity Report	Annually	CO	30 Days after Submittal	Re: Section H.31(c)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-118	Draft of any Planned Communications or Releases of Information to the Public, Media or Members of Congress	10 Days Prior to Planned Issue Date	CO		Re: Section H.33
D-119	Individual Small Business Subcontracting Plan	Prior to the Beginning of Each Government Fiscal Year	CO	30 Days after Submittal	Re: Section H.35
D-120	Copies of All Insurance Policies or Arrangements	No later than 30 days after the Purchase Date	CO	30 Days after Submittal	Re: Section H.45.1.e
D-121	Annual Experience Reports for Each Type of Insurance	Annually	INFORMATION ONLY	N/A	Re: Section H.45.2.a
D-122	Annual Report of Insurance Costs and/or Self-Insurance Charges	Annually	INFORMATION ONLY	N/A	Re: Section H.45.2.b
D-123	Joint Mutual Detailed Plan for Phase-In and Phase-Out of Operations	15 Days after Notice to Proceed	CO	30 Days after Submittal	Re: Section H.46(b)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-124	Plan for Substantive Changes to the Financial Management and Business Systems or Subsystems	30 Days in Advance of Implementation	CO	30 Days after Submittal	Re: Section H.48(b)
D-125	Records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records, in support of EEOICPA claims and the claim process under the EEOICPA.	As Requested	INFORMATION ONLY	N/A	Re: Section H.50(a), H.50(b), H.50(c), H.50(d), H.50(e), H.50(f), H.50(g), H.50(h) and H.50(i)
D-126	GFS/I Request	Within 30 Days after the Contract Effective Date and by September 1 Prior to Each Fiscal Year End. Projection for Upcoming Fiscal Year.	CO	Within 15 Calendar Days	Re: Section H.53(b)
D-127	GFS/I Update	Quarterly. 45 Days in Advance of GFS/I Need Date.	CO	Within 15 Calendar Days	Re: Section H.53(b)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-128	Work Controls System Description (WCSD) or Project Controls System Description (PCSD)	During Contract Transition Period; non-EVMS system must be submitted within one month of Notice to proceed	CO	30 Days after Submittal	Re: Section H.54.A and Section H.54.B
D-129	Initial Contract Performance Baseline for contract period up to Contract Award	Within the Contract Transition Period	CO	30 Days after Submittal	Re: Section H.54.B
D-130	Interim Contract Performance Baseline to Cover the first 15 months of performance starting from Award Date or Notice to Proceed	Within the Contract Transition Period	CO	30 Days after Submittal	Re: Section H.54.B
D-131	The Full Contract Performance Baseline for the Remaining Contract Term	During the First Six Months after the Contract Transition Period	CO	30 Days after Submittal	Re: Section H.54.B
D-132	Full Contract Performance Baseline for the Full Scope of the Contract	During the First Six Months after the Contract Transition Period	CO	30 Days after Submittal	Re: Section H.54.B

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-133	Monthly Status Reports on the Contract Performance Baseline	Monthly	CO	30 Days after Submittal	Re: Section H.54.B
D-134	Request for Contract Change Proposal (if change to contract scope is needed)	Within Time Frame Specified by the CO	CO	30 Days after Submittal	Re: Section H.54.B
D-135	Proposed Changes to Contract Performance Baseline	As Necessary	CO	30 Days after Submittal	Re: Section H.54.B
D-136	Contractor's Monthly Performance Report	Monthly, No Later than the 8 th Business Day Prior to the End of Each Calendar Month	CO	30 Days after Submittal	Re: Section H.54.B
D-137	Employee Concerns Program Implementation Plan	Within 90 Days of Notice to Proceed	CO	30 Days after Submittal	Re: Section H.61
D-138	Privacy Act System of Records	Annually	CO	30 Days after Submittal	Re: Section H.64(a)
D-139	Annual Plan for Community Commitment Activity	Annually; Report on success semi-annually	CO	30 Days after Submittal	Re: Section H.69
D-140	Legal Management Plan	Within 60 Days of Notice to Proceed	CO	30 Days after Submittal	Re: Section H.70(a)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-141	Legal Budget Report	Within 30 Days of the Period Covered by Each Annual Legal Budget	CO	30 Days after Submittal	Re: Section H.70(a)

SMALL BUSINESS SUBCONTRACTING PLAN

Contractor: Mid-America Conversion Services, LLC (MCS)

Address: c/o EnergySolutions Government Group, Inc.

1009 Commerce Park Dr, Ste 100

Oak Ridge, TN 37830-8057

RFP: DE-SOL-0007016

Contract/PO #: TBD upon award

Period of Performance: 60 months

Description of Work Performed: Operation of the DUF6 Conversion Facilities at Paducah, KY and Portsmouth, OH

Administrative Contracting Officer:

Name: Wilmarie Delgado

Address: U.S. Department of Energy, Environmental Management Consolidated Business Center, 250 E 5th St, Ste 500, Cincinnati, OH 45202

1.0. Subcontracting Goals

The goals associated with this SOW were developed using the methods outlined in Section 4 of the MCS Subcontracting Plan. Prior to the beginning of each Government fiscal year, or other period as required by the Contracting Officer, MCS shall submit an Individual Subcontracting Plan containing the annual subcontracting goals required by the clause at FAR 52.219-9, Small Business Subcontracting Plan, and any changes to the Master Subcontracting plan.

Goals for the use of small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSBs), historically underutilized business zone (HUBZone) small business, small disadvantaged business (SDB), including minority owned small business (MOSB) concerns and women-owned small business (WOSB) concerns are for each solicitation expected to exceed \$700,000 and will be expressed in terms of percentages and dollars of total planned subcontracting using Exhibit I. The Small Business Manager is responsible for the administration of the Small Business Program.

The Subcontracting Plan total percentage of planned subcontracting with small business concerns will include the estimated total dollars planned to be subcontracted with small, veteran owned small business, service disabled veteran-owned, HUBZone small business, small disadvantaged and women-owned small business concerns.

1.1. Subcontracting Goal Percentages

Small Business Subcontracting Plan Goal Percentages	
	Percentages
All planned subcontracting	18.7%
Total planned subcontracting to small business (SB)	50%
Total planned subcontracting to HUBZone (HUB)	3%
Total planned to subcontracting to small disadvantaged business (SDB)	5%
Total planned to woman-owned small business (WOSB)	5%
Total planned to veteran-owned small business (VOB)	3%
Total planned to service disabled veteran-owned small business (SDVOB)	3%

2.0 Subcontracting Goal Amounts

Small Business Subcontracting Plan Goal Amounts	
	Amount
Total Contract Value	\$318,811,847
All planned subcontracting	\$59,535,000
Total planned subcontracting to small business (SB)	\$29,767,500
Total planned subcontracting to HUBZone (HUB)	\$1,786,050
Total planned to subcontracting to small disadvantaged business (SDB)	\$2,976,750
Total planned to woman-owned small business (WOSB)	\$2,976,750
Total planned to veteran-owned small business (VOB)	\$1,786,050
Total planned to service disabled veteran-owned small business (SDVOB)	\$1,786,050

3.0 Principal Types of Supplies and Services

Business Category or Size							
Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Training		X			X		
RadCon		X				X	
Analytical		X				X	
Supplies		X					X
Cylinder Labor		X			X	X	
IT Support		X					

4.0 Method for Developing Goals

The Project Manager will consult with the Small Business Manager and Director of Procurement to determine acquisition needs that can be subcontracted. We will search source lists of SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB firms that can provide those supplies and services. We will investigate the firms' capabilities/past performance and consider our own experience and the experience of references with these firms to determine if they are qualified to provide what is needed. If there are qualified SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB firms that offer the needed supplies or services, reasonable goals are set after considering the value of the needed subcontracts and the pool of qualified firms.

5.0. Method for Identifying Sources

Source lists used in identifying SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB firms to meet established program needs include:

- The Government System for Award Management (SAM) Business Search Database (formerly CCR)
- State and regional Small Business Administration resources
- National Minority Purchasing Council Vendor Information Service
- The Research and information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concerns
- Dun & Bradstreet procurement planning directory

- Sponsorship or and/or participation in various local, regional, and national SB trade fairs and conferences
- Coordination and cooperation with SB organizations, economic development organizations, and commercial and government organizations at the local, state and federal levels.

The following efforts will be taken to assure that SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts:

- Outreach efforts will be made to obtain sources:
 - a. Contacting minority and small business trade associations;
 - b. Contacting business development organizations;
 - c. Attending small and minority business procurement conferences and trade fairs; and
 - d. Using SAM (System for Award Management)
- Internal efforts will be made to guide and encourage purchasing personnel:
 - a. Presenting workshops, seminars, and training programs;
 - b. Establishing and maintaining SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concern source lists, guides and other data for soliciting subcontracts; and
 - c. Monitoring compliance with the subcontracting plan.

6.0. Indirect Costs

Indirect costs are not included in the goals under this Individual Subcontracting Plan.

7.0. Small Business Program Administration:

The following employee will administer the Small Business Subcontracting Program:

Steve A. Bowman, C.P.M.

Small Business Program Administrator

Mid-America Conversion Services, LLC

c/o EnergySolutions

1009 Commerce Park Dr, Ste 100

Oak Ridge, TN 37830-8057

Tel: 865- 481-6363 / Email: sabowman@energysolutions.com

This administrator's duties, as they relate to MCS' subcontracting program include:

- Overall responsibility for the MCS Small Business Program
- Assisting the Procurement Managers to develop, prepare, and execute subcontracting plans
- Assisting the Procurement Managers in the development of SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB source lists.
- Attending and or arranging attendance of purchasing personnel at business opportunity workshops, Minority Business Enterprise seminars, trade fairs, procurement conferences, etc.
- Ensuring that SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB are made aware of subcontracting opportunities and how to prepare acceptable offers
- Conducting and arranging training for purchasing personnel on small business matters
- Monitoring performance under subcontracting plan and making necessary adjustments to achieve goals.
- Preparing and submitting required subcontract reports into the Electronic Subcontract Reporting System (eSRS).
- Coordinating activities during Federal agency compliance reviews.

MCS' Subcontracting Plan includes veteran-owned small business concerns (VOSB), service-disabled veteran-owned small business concerns (SDVOSB), historically underutilized business zone (HUBZone) concerns, small business concerns (SB), small disadvantaged business concerns (SDB), including minority-owned small business concerns (MOSB) and women-owned small business concerns (WOSB).

The Small Business Subcontracting Plan is submitted in accordance with Public Law 95-507, 103-355, 105-135 Historically Underutilized Business Zone Act of 1997, and the Veteran Entrepreneurship and Small Business Development Act of 1999. P.L. 106-50 as implemented by Federal Acquisition Regulation 19.702, the Defense Supplement thereto, Public Law 100-180 and 103-33.

8.0. Description of Good Faith Effort

Maximum practicable utilization of SB, HUBZone SB, SDB, MOSB, WOSB, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. To demonstrate MCS' compliance with a good faith effort to achieve the SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB subcontracting goals, an outline of the steps MCS will follow are listed below:

- All subcontracts greater than \$15,000 will be reviewed by procurement personnel for subcontracting opportunities;
- Each contract of \$700,000 or more will require a small business subcontracting plan;
- Intense outreach efforts will be conducted to include small businesses; and
- The Procurement Director will monitor SB goals and discuss via monthly procurement staff meeting to ensure compliance.

9.0. Assurances and Flowdowns

MCS agrees to include the Federal Acquisition Regulation (FAR) clause 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts greater than \$150,000 that offer further subcontracting opportunities. All subcontractors (except SB Concerns) who receive subcontracts in excess of \$700,000 (or \$1.5 million for the construction of any public facility) will be required to adopt and comply with a subcontracting plan similar to the plan required by FAR 52.219-9, entitled "Small Business Subcontracting Plan."

The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB subcontractors, and prior experience. Upon approval and implementation, plans will be monitored.

10.0. Reports and Studies

MCS agrees to submit required reports and to cooperate in studies or surveys as may be required by the contracting agency or the Small Business Administration to comply with Company's subcontracting plan and the clause entitled "Utilization of Small Business Concerns" contained in the contract.

MCS agrees to submit Individual Subcontract Reports and/or Summary Subcontract Reports using eSRS in accordance with the instructions on the web site <http://www.esrs.gov> or as

provided in agency regulations. The report shall be submitted for the entire life of each contract within thirty (30) days after the close of each reporting period.

11.0. Recordkeeping

As required by FAR 19.704 (a)(11), records will be maintained by MCS to document the procedures adopted for compliance with the requirements and goals in the subcontracting plan.

These records will include the following categories:

- Source list, guides, and other data identifying SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concerns;
- Organizations contacted to locate SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concerns;
- On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating for each solicitation (1) whether SB concerns were solicited, and if not, why not, (2) whether VOSB concerns were solicited, and if not, why not; (3) whether WOSB concerns were solicited, and if not, why not; (4) whether HUBZone concerns were solicited, and if not, why not; (5) whether SDB concerns were solicited, and if not, why not, and (6) whether MOSB concerns were solicited, and if not, why not; (7) whether WOSB concerns were solicited, and if not, why not; (8) reasons for the failure of solicited SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concerns to receive the subcontract award;
- Records to support additional outreach efforts (e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs); and
- Records to support internal activities to (1) guide and encourage purchasing personnel (e.g., workshops, seminars, training programs) and (2) monitoring activities to evaluate compliance.

Timely Payments to Subcontractors

As required by FAR 19.702, MCS will establish procedures to ensure timely payment of amounts due pursuant to the terms of subcontracts with SB, HUBZone SB, SDB, MOSB, WOSB and VOSB and SDVOSB concerns.

This Small Business Subcontracting Plan is submitted in accordance with FAR 19.708(b), FAR 52.219-8 and 52.219-9.

This Subcontracting Plan was submitted by:



Name

11/24/2015

Date

Steve A. Bowman, CPM
Small Business Program Administrator
Mid-America Conversion Services, LLC
c/o EnergySolutions Government Group, Inc.
1009 Commerce Park Dr, Ste 100
Oak Ridge, TN 37830-8057
Tel: 865-481-6363 / E-mail: sabowman@energysolutions.com

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-SOL-0007016 for Operation of Depleted Uranium Hexafluoride (DUF6) Conversion Facilities (Contract) dated 09/29/2016, by and between the Government and Mid-American Conversion Services, LLC, a limited liability company formed in the State of Delaware (Contractor), the undersigned, Atkins US Holdings, Inc. (Guarantor), a corporation incorporated in the State of Delaware, with its principal place of business at 4030 W. Boy Scout Boulevard, Tampa, FL 33607, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder

and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.


Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

[Signature Page Follows]

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on June 10, 2016.

ATKINS US HOLDINGS, INC.

By: 
Name: C. Ernest Edgar IV
Title: Secretary

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 10 of June, 2016] by C. Ernest Edgar IV, Director of Atkins U.S. Holdings, Inc., whose identify and representative capacity are personally known to me.


MONICA M. VAZQUEZ
Notary Public

STAMP:



ATTACHMENT L-6 PERFORMANCE GUARANTEE AGREEMENT*

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-SOL-0007016 for Operation of Depleted Uranium Hexafluoride (DUF6) Conversion Facilities (Contract) dated 09/29/2016, by and between the Government and Mid-America Conversion Services, LLC (Contractor), the undersigned, Westinghouse Electric Company LLC (Guarantor), a limited liability company organized in the State of Delaware with its principal place of business at 1000 Westinghouse Drive, Cranberry Township, PA 16066 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the Contract; and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder

*OPERATION OF DUF6
RFP No. DE-SOL-0007016*

SECTION L

and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or

dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

[Signature Page Follows]

OPERATION OF DUF6
RFP No. DE-SOL-0007016

SECTION L

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on November 16, 2015

WESTINGHOUSE ELECTRIC COMPANY LLC

By: Michael T. Sweeney
Michael T. Sweeney
Title: Senior Vice President and General Counsel

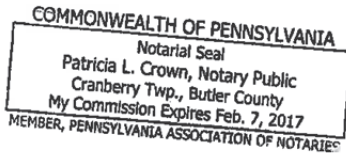
UNITED STATES OF AMERICA)
COUNTY OF BUTLER) SS:
COMMONWEALTH OF PENNSYLVANIA)

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Michael T. Sweeney, Senior Vice President and General Counsel of **WESTINGHOUSE ELECTRIC COMPANY LLC** (Guarantor) to me personally known, who, having first been duly sworn, acknowledged the execution of the foregoing Performance Guarantee Agreement for and on behalf of such Guarantor this 16th day of November, 2015.



Seal

Patricia L. Crown
Notary Public



* This document will become part of the Contract as a Section J Attachment

ATTACHMENT J-10

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE--SOL-0007016 for the Operation of Depleted Uranium Hexafluoride (DUF6) Conversion Facilities Project, dated September 8, 2015, by and between the Government and Mid-America Conversion Services, LLC (contractor), the undersigned, Fluor Enterprises, Inc. (Guarantor), a corporation incorporated in the State of California, with its principal place of business at 6700 Las Colinas Blvd., Irving, Texas; hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or (iii) the assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will

FLUOR PROPRIETARY INFORMATION

upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

Date: 11-02-2015

Name of Corporation: FLUOR ENTERPRISES, INC.

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor:

Carlos M. Hernandez, Fluor Enterprises, Inc. Executive Vice President and Secretary

Signed: Carlos M. Hernandez

Attestation Including Application of Seal

Diane S. Lucas
My Commission Expires
May 22, 2019

FLUOR PROPRIETARY INFORMATION

ATTACHMENT J-11 -LIST OF ACRONYMS

ACH	Automatic Clearing House
ACO	Administrative Contracting Officer
ACWP	Actual Cost of Work Performed
ACWS	Actual Cost of Work Scheduled
ADA	Americans with Disabilities Act
ADR	Alternative Dispute Resolution
AFL-CIO	American Federation of Labor and Congress of Industrial Organizations
ALARA	As Low As Reasonably Achievable
ANC	Alaska Native Corporation
ANSI	American National Standards Institute
AqHF	Aqueous Hydrofluoric Acid
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
B&R	Budget and Reporting
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
Ben-Val	Benefits Value
BJC MEPP	Bechtel Jacobs Multi-Employer Pension Plan
BOE	Basis of Estimate
BPCS	Basic Plant Control System
BWCS	Babcock and Wilcox Conversion Services
CaF ₂	Calcium Fluoride
CAGE	Commercial and Government Entity
CAIRS	Computerized Accident/Incident Reporting System
CAIS	Condition Assessment Information System
CAS	Cost Accounting Standards/Condition Assessment Survey
CASB	Cost Accounting Standards Board
CBA	Collective Bargaining Agreement
CCR	Central Contractor Registration
CD	Critical Decision
CD-ROM	Compact Disc – Read Only Memory
CEP	Cylinder Evacuation Plan
CER	Cylinder Evacuation Room
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFA	Cognizant Federal Agency
CFAO	Cognizant Federal Agency Official
CFR	Code of Federal Regulation
CID	Cylinder Information Database
CIP	Compensation Increase Plan
CLIN	Contract Line Item Number
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
COOP	Continuity of Operations
COR	Contracting Officer's Representative

CPB	Contract Performance Baseline
CPIF	Cost-Plus-Incentive-Fee
CRADA	Cooperative Research and Development Agreement
CRD	Confidential Restricted Data
CRS	Certified realty Specialist
CSCS	Contract Security Classification Specification
CSY	Cylinder Storage Yard
CY	Contract Year
D&B	Dun and Bradstreet
DAR	Document Acquisition Request
DART	Days Away, Restricted, or Transferred
DB	Defined Benefit
DC	Defined Contribution
DCAA	Defense Contract Audit Agency
DCI	Detailed Cost-Impact
DCO	Designated Contracting Officer
D&D	Decommissioning and Dismantlement
DEAR	Department of Energy Acquisition Regulation
DGA	Dense Grade Aggregate
DM	Deferred Maintenance
DM&R	Deferred Maintenance and Repair
DFF&O	Director's Final Findings and Orders
DNFSB	Defense Nuclear Facilities Safety Board
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DPLH	Direct Productive Labor Hour
DSA	Documented Safety Analysis
DU	Depleted Uranium
DUF ₆	Depleted Uranium Hexafluoride
DUNS	Data Universal Numbering System
EAC	Estimate at Completion
EAL	Emergency Action Level
EAR	Export Administration Regulations
ECAS	Environmental Cost Analysis System
ECES	Environmental Cost Element Structure
ECI	Export Controlled Information
ECP	Employee Concerns Program
EEOC	Equal Employment Opportunity Commission
EEOICPA	Energy Employee Occupational Illness Compensation Program
EFT	Electronic Funds Transfer
EIA	Electronic Industries Alliance
EIS	Environmental Impact Statement/Electronic Information System
EM	Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EOC	Emergency Operations Center
EPA	Environmental Protection Agency

EPCRA	Emergency Planning and Community Right-to-Know Act of 1986
EPEAT	Electronic Product Environmental Assessment Tool
EPHA	Emergency Planning Hazards Assessment
ERAP	Emergency Readiness Assurance Plan
ERISA	Employee Retirement Income Security Act
ERMS	Electronic Records Management System
ERPP	Environmental Radiation Protection Program
ES&H	Environmental Safety and Health
ESH&Q	Environment, Safety, Health and Quality
eSRS	Electronic Subcontracting Reporting System
ETC	Estimate to Complete
ETTP	East Tennessee Technology Park, formerly Oak Ridge Gaseous Diffusion Plant
EVMS	Earned Value Management System
FAC	Federal Acquisition Circular
FACTS	Foreign Access Central Tracking System
FAR	Federal Acquisition Regulation
FBP	Fluor-B&W Portsmouth LLC
FCCOM	Facilities Capital Cost of Money
FCL	Facility Clearance
FCPA	Federal Compensation Program Act
FDD	Facility Design Description
FDO	Fee Determination Official
FEMP	Federal Energy Management Program
FFP	Firm-Fixed-Price
FFS	Fluor Federal Services
FICA	Federal Insurance Contributions Act
FIMS	Facilities Information Management System
FIPS PUB	Federal Information Processing Standards Publication
FOB	Free On Board
FOCI	Foreign Ownership Control or Influence
FOGM	Fuel, Oil, Gas and Maintenance
FOIA	Freedom of Information Act
FPD	Federal Project Director
FR	Facility Representative/Federal Register
FRC	Federal Records Center
FRPC	Federal Real Property Council
FSO	Facility Security Officer
FTE	Full Time Equivalent
FTR	Federal Travel Regulations
FUTA	Federal Unemployment Tax Act
FY	Fiscal Year
G&A	General & Administrative
GAO	Government Accountability Office
GDM	General Dollar Magnitude
GDP	Gaseous Diffusion Plant
GFP	Government Furnished Property
GFS/I	Government Furnished Services and Items

GPO	Government Printing Office
GSA	General Services Administration
HC	Hazard Category
HEPA	High Efficiency Particulate Air
HF	Hydrogen Fluoride, Hydrofluoric Acid
HQ	Headquarters
HTML	Hyper Text Markup Language
HSPD-12	Homeland Security Presidential Directive-12
HUBZone	Historically Underutilized Business Zone
IBR	Integrated Baseline Review
ICS	Integrated Process Control
IEEE	Institute of Electrical and Electronics Engineers
IIPS	Interactive Industry Procurement System
IP	Internet Protocol
IPABS	Integrated Accountability, and Budgeting System
IPABS-IS	Integrated Planning, Accountability, and Budgeting System Information Systems
IPR	Independent Project Review
IPT	Integrated Project Team
IPv4	Internet Protocol Version 4
IPv6	Internet Protocol Version 6
IRC	Internal Revenue Code
IRM	Information Resources Management
IRS	Internal Revenue Service
ISMS	Integrated Safety Management System
ISR	Individual Subcontractor Report
ISS	Independent Safety System
IT	Information Technology
KF	Potassium Fluoride
KMP	Key Management Personnel
KOH	Potassium Hydroxide
LA	Limited Area
LATA KY	LATA Environmental Services of Kentucky LLC
LDR	Land Disposal Restrictions
LEU	Low Enriched Uranium
LEUF6	Low Enriched UF6
LLC	Limited Liability Company
LLW	Low Level Waste
LPP	Los Alamos Technical Associates/Parallax Portsmouth, LLC
LTD	Limited
M&O	Managing and Operating
MC&A	Material Control and Accountability
MEPP	Multi-Employer Pension Plan
MEWA	Multiple Employer Welfare Arrangement
MLLW	Mixed Low-Level Waste
MOA	Memorandum of Agreement
MSDS	Material Safety Data Sheet
MT	Metric Ton

MTMC	Military Traffic Management Command
NaF	Sodium Fluoride
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NDA	Non-destructive Assay
NEPA	National Environmental Policy Act
NIH	National Institutes of Health
NIOSH	National Institute of Occupational Safety and Health
NLRB	National Labor Relations Board
NMC&A	Nuclear Materials Control and Accountability
NNSA	National Nuclear Security Administration
NOAV	Notice of Alleged Violation
NOV	Notice of Violation
NQA	Nuclear Quality Assurance
NRC	Nuclear Regulatory Commission
NTP	Notice to Proceed
NSI	National Security Information
NSO	Nuclear Support Office
NTS	Nevada Test Site
NTS	Non-Compliance Tracking System
NUF6	Normal UF6
O&M	Operations and Maintenance
OAM	Operations Activity Manager
OATELS	Office of Apprenticeship Training, Employer and Labor Services
ODFSA	Officially designated Federal Security Authority
ODSA	Officially Designated Security Authority
OEPA	Ohio Environmental Protection Agency
OFAC	Office of Foreign Assets Control
OFCCP	Office of Federal Contract Compliance Program
OLMS	Office of Labor-Management Standards
OMB	Office of Management and Budget
OPSEC	Operational Security
ORCA	Online Representations and Certifications Application
ORFSC	Oak Ridge Financial Service Center
ORPS	Occurrence Reporting and Processing System
ORR	Operational Readiness Review
OSHA	Occupational Safety and Health Administration
OTSP	Operations Transition and Start-Up Plan
OUO	Official Use Only
PC	Performance Category
P. L.	Public Law
PAAA	Price Anderson Amendment Act
PACE	Paper, Allied-Industrial, Chemical, and Energy Workers International Union
PAD	Paducah Gaseous Diffusion Plant
PCB	Polychlorinated Biphenyl
PCSD	Project Controls System Description

PDF	Portable Document Format
PDSAs	Preliminary Documented Safety Analyses
PEIS	Programmatic Environmental Impact Statement
PEMP	Performance Evaluation and Management Plan
PGDP	Paducah Gaseous Diffusion Plant
PIDS	Property Information Database System
PM	Bureau of Political-Military Affairs
PMB	Performance Measurement Baseline
PMP	Pension Management Plan
PORTS	Portsmouth Gaseous Diffusion Plant
PPA	Pollution Prevention Act of 1990/Pension Protection Act of 2006
PPIRS	Past Performance Information Retrieval System
PPPO	Portsmouth Paducah Project Office
PQAP	Project Quality Assurance Plan
PRB	Post-Retirement Benefits
PRS	Paducah Remediation Services, LLC
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QCAR	Quarterly Critical Analysis Report
QIP	Quality Implementation Plan
RA	Readiness Assessment
RCRA	Resource Conservation and Recovery Act
RFP	Request For Proposal
RMFO	Record Management Field Officer
RMP	Risk Management Plan
ROD	Record of Decision
RPP	Radiation Protection Program
RPV	Replacement Plant Value
RV	Relative Value
SA	Supplemental Analysis
SAM	System for Award Management
SAP	Special Access Program
SCI	Sensitive Compartmented Information
SDDC	Surface Deployment and Distribution Command
SEB	Source Evaluation Board
SERT	Secure Electronic Records Transfer
SF	Standard Form
SFFAS	Statement of Federal Financial Accounting Standards
S&M	Surveillance and Maintenance
S/RID	Standards/Requirements Identifications Document
S&S	Safeguards and Security
SBA	Small Business Administration
SCA	Service Contract Act
SCMC	Supply Chain Management Center
SDB	Small Disadvantaged Business
SDD	System Design Description

SIC	Standard Industrial Classification
SIR	Self-Insured Retention
SNM	Special Nuclear Material
SOW	Statement of Work
SPE	Senior Procurement Executive
SRD	System Requirements Document
SS SSC	Safety Significant Systems, Structures, Components
SSO	Source Selection Official
SSOR	Safety System Oversight Representative
SSP	Site Security Plan
SSR	Summary Subcontractor Report
SS SSCs	Safety-Significant Systems, Structures, Components
SST	Swift & Staley Team
SUTA	State Unemployment Tax Authority
SWMU	Solid Waste Management Unit
TBD	To Be Determined
TEC	Total Estimated Cost
TIN	Taxpayer Identification Number
TOP	Transition Operations Phase/Transition Operations Plan
TPC	Total Project Cost
TPMC	Theta Pro2Serve Management Company
TRC	Total Recordable Case
TRU	Transuranic
TSCA	Toxic Substances Control Act
TSR	Technical Safety Requirements
TYSP	Ten Year Site Plan
U	Uranium
²³⁵ U	Uranium 235 Isotope
UCI	Unclassified Controlled Information
UCNI	Unclassified Controlled Nuclear Information
UDS	Uranium Disposition Services, LLC
UF6	Uranium Hexafluoride (synonymous with normal UF6)
UO ₂ F ₂	Uranyl Fluoride
UOx	Uranium Oxide Mixture
USC	United States Code
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
USEC	United States Enrichment Corporation
USW	United Steel Workers
VE	Value Engineering
VECP	Value Engineering Change Proposal
VIPERS	Vendor Inquiry Payment Electronic Reporting System
WAC	Waste Acceptance Criteria
WBS	Work Breakdown Structure
WCSD	Work Control System Description
WEMS	Wastren Energx Mission Support LLC
WFIS	Work Force Information System

WS&H	Worker Safety and Health
WSAP	Worker Substance Abuse Program
WSHP	Worker Safety and Health Program
WSS	Work Smart Standards
YTD	Year-to-Date

**Performance Evaluation and Measurement Plan
For**

**Acquisition for Operations of Depleted Uranium Hexafluoride
(DUF₆) Conversion Facilities at Paducah, Kentucky and
Portsmouth, Ohio**

RFP No. DE-SOL-0007016

**First Period
January 1, 2016 through September 30, 2016
Revision 0 May 2015**

CONCUR:

Robert E. Edwards, III,

**DUF6 Contracting Officer Representative
Portsmouth/Paducah Project Office**

CONCUR:

**TBD, President & Project Manager
Company awarded operations contract**

APPROVED:

**William E. Murphie, Manager
Portsmouth/Paducah Project Office**

TABLE OF CONTENTS

	<u>PAGE</u>
1. INTRODUCTION	1
2. DEFINITION OF TERMS	1
3. AWARD FEE STRUCTURE	1
4. ORGANIZATIONAL STRUCTURE	2
5. RESPONSIBILITIES	2
6. AWARD AND INCENTIVE FEE AMOUNTS	3
7. AWARD FEE PROCESS	4
8. TERMINATION FOR CONVENIENCE.....	7

EXHIBITS

1. Performance Evaluation Board	8
2. Award Fee – Categories of Performance Section Rating Table and Conversion Chart.....	9
3. Categories of Performance Fee	10
4. Award Fee – Categories of Performance Section Rating Criteria Worksheets	11
5. Award Fee – Categories of Performance Summary Rating Criteria Worksheets.....	19

1. INTRODUCTION

The purpose of this Performance Evaluation and Measurement Plan (PEMP) is to define the methodology and responsibilities associated with determining the fee to be awarded to the contractor. The plan outlines the organization, procedures, evaluation criteria and evaluation periods for implementing the award and incentive fee provisions of the contract. The objective of the award fee is to motivate the contractor to substantially exceed standards and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas. The Award Fee period begins after the Contract Transition Period and extends for the contract duration.

2. DEFINITION OF TERMS

- a. **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 Performance Evaluation Board (PEB).
- b. **Fee Determining Official (FDO):** The individual who makes the final determination of the amount of fee to be awarded to the contractor. The FDO is the Manager of the Portsmouth/Paducah Project Office. The authority has been delegated by the Office of Environmental Management Head of Contracting Activity.
- c. **Performance Evaluation Board (PEB):** The group of individuals who review the contractor's performance and recommend an award fee to the FDO. The PEB chairperson is the DUF₆ Federal project Director. Members of and advisors to the PEB are indicated in Exhibit 1.
- d. **Project Technical Monitor (PTM):** The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis. The PTM's evaluation is the primary point of reference in determining the recommended award fee, especially the technical support area of performance. The PTM are responsible for providing their input, as requested, to the FPD. The PTM is an advisor(s) to the PEB.

3. AWARD FEE STRUCTURE

The award fee will be structured into two sections: a Categories of Performance section and a Production Incentive section.

Categories of Performance (Subjective)	\$TBD (30%)
Production Incentive	\$TBD (70%)

- a. The categories of performance section is divided into the following general categories of performance:
 - i. Condition of Plant
 - ii. Quality and effectiveness of Environment, Safety, Health and Quality Assurance (ESH&QA) Program,
 - iii. Quality and effectiveness of project support,

- iv. Quality and effectiveness of project management,
- v. Quality of nuclear safety and quality culture,

All categories will be evaluated as a whole, and will receive an overall grade ranging from Unsatisfactory to Excellent.

- b. The Production Incentive is based on achieving plant output for the duration of the contract. This is an incentive which provides a set rate for metric tons produced during the life of the contract. During annual evaluation periods, the sum number of tons produced in that period times the unit rate incentive will be earned in that period for those tons produced.
- c. Cost control applicable to the Production Incentive Fee will be measured against an agreed upon annual cost. The annual cost will be derived from the Contractor Performance Baseline (CPB) annual value. If Contractor's final annual cost for performance is greater than the annual cost, the corresponding fee amounts will be reduced in accordance with the Table in Section 6c.
- d. At no time will the fee earned be higher than that set in the contract.

4. ORGANIZATIONAL STRUCTURE

- a. The Manager, Portsmouth Paducah Project Office, is the FDO and establishes a PEB. In the absence of the Manager, Portsmouth Paducah Project Office, the Deputy Manager, Portsmouth Paducah Project Office serves as the FDO. The PEB assists the FDO in the award fee determination by recommending an award fee for the contractor's performance. If a PEB member or advisor is absent, the FDO can approve substitute(s) with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. Exhibit 1 provides a suggested listing for members and advisors.
- b. A copy of the PEMP will be provided to the contractor 30 days prior to the start of each subsequent evaluation period. The PEMP includes categories of performance and the award fee criteria as described in Section 3. Changes which do not impact the award fee criteria or process, such as editorial or personnel changes may be made and implemented without being provided to the contractor prior to the start of the evaluation period. The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

5. RESPONSIBILITIES

- a. The PTMs will monitor and evaluate the contractor's performance. The PTMs will work closely with the CO, FPD and Deputy FPDs in performing surveillance duties. PTMs will utilize Exhibit 2, Award Fee Rating Table, and Exhibit 4 Rating Criteria, when monitoring and evaluating contractor's performance.

b. The FPD will use the Award Fee Rating Table in Exhibit 2 to determine the adjective ratings for the Exhibit 3 Category of Performance section to be reported to the PEB along with Exhibit 4. The FPD will be thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The FPD will coordinate administrative actions required by the PTM(s), the PEB, and the FDO. Administrative actions include receiving, processing, and distributing performance evaluation inputs, scheduling and assisting with internal milestones, i.e., PEB briefings, and other actions as required for the smooth operation of the award fee process.

c. The PEB members will review the PTM’s evaluation reports and the FPD’s recommended adjectival rating, consider information from other pertinent sources, and develop a fee recommendation. The PEB chairperson will give the fee recommendation to the FDO.

d. The FDO will review the PEB’s recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination. The CO will prepare a letter for FDO signature notifying the contractor of the award fee amount. The CO will modify the contract to reflect the earned award fee for the performance evaluation period.

6. AWARD AND INCENTIVE FEE AMOUNTS

The total current contract fee available is \$TBD for the contract period.

a. AVAILABLE ESTIMATED FEE BY CATEGORY FOR FIRST PERIOD (TBD)

ELEMENT	TOTAL
Categories of Performance	\$TBD (30%)
Production Incentive	\$TBD (70%)

b. If a fee reduction in accordance with the Contract Clause B.9 “DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT–SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (JAN 2004)” is directed, the fee pool for the evaluation period shall be decreased by the equivalent amount.

c. ESTIMATED PRODUCTION INCENTIVE FEE AVAILABLE FOR FIRST PERIOD

Fee vs. DUF6 Processed	Est. Max Incentive Fee FY 2016
\$TBD/MT; \$Production Fee total/Projected MT processed= \$TBD/MT	\$TBD
Fee Equation	Fee= \$TBD x MT Processed

The estimated cost for performance in Section B of the contract will be amended by DOE to incorporate contract modifications and corresponding changes to the contract performance baseline as required.

Actual Cost as percentage of CPB	Overrun Fee Reduction % to be removed from Production Incentive Fee Pool
Less than or equal to 100%	0
105%	10%
110%	15%
115%	25%

7. AWARD FEE PROCESS (See Exhibit 6, Award Fee Process Flowchart)

a. PTM Actions

- (1) PTM(s) will continually monitor and evaluate the contractor’s performance using the criteria contained in Exhibit 4, Rating Criteria. Monitoring and evaluating performance will include but not be limited to the routine interface and oversight of the contractor and the review of the provided services and work products submitted to DOE by the contractor. PTM(s) will also evaluate quarterly input by the contractor.
- (2) The PTM will use the appropriate Category of Performance (CP) rating criteria for the categories of performance section in Exhibit 4 to evaluate the contractor’s performance. The PTM will review and evaluate each evaluation criteria for each CP item to determine the performance level of the contractor. If a weakness appears in any way to negatively impact ES&H performance or the safeguarding of restricted data pursuant to the contract, the PTM shall notify the Deputy FPDs, FPD and the CO. A weakness for any Category of Performance is defined as any failure to meet CP evaluation criteria. The PTM will maintain all documentation. The PTM will use the documentation to ensure contractor has established adequate procedures to prevent recurrence of weaknesses.
- (3) The designated PTMs will assess the contractor’s progress against the PBI. The PTM(s) will provide status of the readiness states or production achieved for each of the seven production lines on an interim basis and at the end of the award fee period delineated by this plan to the PEB.
- (4) At the end of each period the PTM will submit to the FPD the rating criteria, Exhibit 4, for all Category of Performance items for that section. Based on the above evaluation results, the PTM will select the appropriate adjective rating with written notes on the strengths and weaknesses of the contractor to report to the FPD.

b. FPD’s Actions

- (1) The FPD will select an adjective rating for each of the CP items for the categories of performance section based on his/her personal observations of performance and on the

adjective rating reported by the PTM along with an assessment of the PBI readiness state of each of the seven production lines.

- (2) The FPD will use Exhibit 5, Adjective Rating Summary Table, to record the PTM's adjective rating for the period and the FPD's adjective rating. The FPD is not permitted to change the PTM's adjective rating. In addition to reporting the PTM's notes on the strengths and weaknesses of the contractor, the FPD will annotate his/her rationale for selecting a particular adjective rating.
- (3) The FPD will use Exhibit 5, Adjective Rating Summary Table, to determine the adjective rating for the award fee.
- (4) The FPD will submit a completed Exhibit 5, Adjective Rating Summary Table, for presentation to the PEB along with a summary report on the PBIs.
- (5) The FPD notifies PEB members and any advisors of the date and time of the PEB meeting. Additionally, the FPD notifies the contractor of the date and time of PEB meeting and advises the contractor of when and how (written, oral, or both) he/she will be permitted to address the PEB as determined by the PEB chairperson. Generally, the contractor will be provided the opportunity to provide written materials (limited to no more than 20 pages) and make an oral presentation of up to 30 minutes. The presentation should be provided in advance and should be in the form of a self-assessment measured against each award fee criteria section. Prior to the PEB meeting, the FPD will provide the PEB members with a page-numbered binder to include, at a minimum, the input for the award fee period from the PTM members, the forms required to be filled out during the evaluation meeting, and the contractor's award fee presentation.
- (6) The FPD prepares the draft performance evaluation report in a briefing format as determined by the PEB chairperson. The area report briefing should include a mix of specific and global evaluation comments so the PEB can get a holistic assessment of the contractor's performance.

c. **PEB Actions**

- (1) FPD will chair the PEB. The FDO will be the approving authority for selection of the PEB members recommended by the chairperson. The PEB chairperson will establish dates, times, and places for the PEB meeting and make appropriate notification to members, advisors, and the contractor. The chairperson will schedule the PEB meeting to ensure the PEB's recommended fee is presented to the FDO within 30 days following the close of the evaluation period.
- (2) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:
 - a) Evaluations submitted by the PTMs and FPD. Chairperson may require oral briefings by the functional area personnel.

- b) Evaluations and status of PBI accomplishments.
- c) Information submitted by other sources as considered appropriate by the PEB.
- d) Contractor's written or oral (or both as determined by chairperson) self-assessment of performance.

- (3) Using Exhibit 5, Adjective Rating Summary Table; each PEB member will document their adjective rating from Exhibit 2, Award Fee Rating Table, and provide their rationale by attaching notes to Exhibit 4 for their selection.
- (4) The chairperson will collect members' Adjective Rating Summary Table, Exhibit 5, and review them. If any member's adjective rating is "below satisfactory" and this rating is lower than a PTM(s) adjective rating for that same area, appropriate discussions with that member(s) should be conducted to determine the member's rationale. Lowering the adjective rating requires specific reasons, since the contractor will be aware of all weaknesses from the PTM's evaluation. Once the chairperson is satisfied with the PEB's rating results, the chairperson will pass the individual member's rating sheets to the FPD.
- (5) The chairperson summarizes individual member's adjective ratings for the rating criteria using Exhibit 5, Summary of PEB's Rating and provides a summary of the adjective rating to ensure PEB consensus with the resulting overall rating. The PEB will then strive to gain consensus on a fee/fee range recommendation to the FDO for the categories of performance section award fee.
- (6) The PEB members will evaluate the PBI status of each production line. The FPD will strive to gain consensus of the PBI achievement from the board on a fee recommendation to the FDO.
- (7) The chairperson will prepare or will have prepared a cover letter to transmit the final Performance Evaluation Report, to include Exhibits 4 and 5, Summary of PEB's Rating, to the FDO along with a report on the PBI status of processed metric tons of uranium oxide produced/completed.
- (8) The PEB Chair will meet with the contractor's manager each period to discuss PTM and FPD ratings, upon request by the contractor's manager. If issues have not been previously communicated by DOE to the contractor, this gives the contractor an opportunity to make corrective actions prior to future periods.

d. **FDO's Actions**

- (1) The FDO will review the PEB's recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination.

e. **CO's Actions**

- (1) The CO will prepare a letter for the FDO's signature notifying the contractor of the amount of award fee earned for the period. Additionally, the letter will identify any specific areas of strengths and weaknesses in the contractor's performance.
- (2) The CO will unilaterally modify the contract to reflect the FDO's final determination of award fee. This modification will decrease the total value of the contract commensurate with the amount of the fee unearned. The modification will be issued to the contractor within 14 days after the CO receives the FDO's decision.

8. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated for the convenience of the government (Clause I.112), the remaining award fee payable for the current period may be available for equitable adjustment in accordance with the termination clause of the contract. The remaining fee for all periods after the termination shall not be considered earned and therefore shall not be paid.

**EXHIBIT 1
PERFORMANCE BOARD EVALUATION**

Fee Determining Official:

Manager, PPPO Lexington

William E. Murphie

PEB members and advisors:

FPD, (Chairperson)

(Vacant)

Deputy Manager, PPPO Lexington

Robert E Edwards, III

Procurement Director, PPPO Lexington

Robert Swett

*Contracting Officer

Tyler Hicks

*Attorney Advisor

Laura Sawyer

* Board Advisors

Project Technical Monitors¹:

Peter Burban, Deputy FPD, Portsmouth

James Johnson, Deputy FPD, Paducah

Cindy Zvonar

Tom Hines

Greg Bazzell

Dick Mayer

* Advisor to the board, non-voting participants

¹ The PEB Chair may add, remove or replace additional PTMs throughout the contract period of performance, as appropriate.

EXHIBIT 2 – AWARD FEE-CATEGORIES OF PERFORMANCE SECTION RATING TABLE AND CONVERSION CHART

<u>AWARD FEE RATING TABLE</u>		
<u>ADJECTIVE RATING</u>		<u>DEFINITION</u>
EXCELLENT	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in 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 as defined and measured against the criteria in 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 as defined and measured against the criteria in 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 as defined and measured against the criteria in the award-fee for the award-fee evaluation period.
UNSATISFACTORY	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

EXHIBIT 3 CATEGORY OF PERFORMANCE FEE

<u>AWARD FEE CONVERSION CHART</u>		
<u>ADJECTIVE RATING</u>	<u>EVALUATION POINTS</u>	<u>PERCENTAGE OF AWARD FEE EARNED</u>
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%

Calculation Methodology:

PTM assigns rating (0-25) for the Categories of Performance for this section of award fee.

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
1.0 Condition of Plant					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
<p>1a. The contractor must maintain period Technical Surveillance Requirement violation rates at or below the Department of Energy (DOE) Environmental Management (EM) Goal for the entire evaluation period. Evidence will be declared TSR violations.</p> <p>1b. The contractor will reduce corrective maintenance backlog by at least 15% from the backlog existing at the beginning of the evaluation period. Evidence will be backlog at end of the evaluation period.</p> <p>1c. The contractor must maintain plant configuration control. Evidence will be accuracy and timeliness of Piping and Instrument Drawing changes maintained for maintenance and isolation.</p> <p>1d. The contractor must conduct planned maintenance in timely fashion. Evidence will be extent of deferred planned maintenance at end of evaluation period.</p>					

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
2.0 Quality and Effectiveness of Environment, Safety, Health, and Quality Assurance (ESH&QA)					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
2a. The contractor must maintain cumulative Days Away,					

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>Restrictions and Transfers (DART) and Total Recordable Cases (TRC) rates at or below the Department of Energy (DOE) Environmental Management (EM) Goal for the entire evaluation period. The Fiscal Year 16 EM Goal is 0.6 for DART and is 1.1 for TRC by the end of each reporting period.</p>	
<p>2b. The Contractor will be evaluated on the sufficiency of their policies, plans, and procedures governing ESH&QA programs. Measures of quality include technical and factual accuracy, completeness, meets regulatory requirements and requires minimal re-work or revision.</p>	
<p>2c. The Contractor will be evaluated on their application and incorporation of ESH&QA principles and requirements into work scopes and specific programs and efforts, including but not limited to Integrated Safety Management, radiological protection, environmental protection, industrial safety, security (includes Cyber-Security), nuclear safety, waste shipping, emergency management, waste minimization, Conduct of Operations, QA, and work planning initiatives. Evidence of such application and implementation includes written conformance with DOE Policies, Orders and standards, development and implementation of programs and practices to meet and enhance ESH&Q, and demonstrated performance against DOE and regulatory requirements.</p>	
<p>2d. The Contractor will be evaluated on their ability to effectively and timely identify, manage, prevent or correct, report and resolve deficiencies within the ISMS program. Contractor will also be evaluated on the thoroughness of their response to deficiencies to prevent recurrence of the deficiency including the manner and adequacy of tracking, trending, and root cause/lessons learned analyses, reporting, and formal closure processes.</p>	

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
3.0 Quality and Effectiveness of Project Support (Reference Section C.5 of the contract)					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
3a. The contractor will be evaluated on the effectiveness, timeliness and adequacy of support provided to DOE as identified in section C.5 of the contract. Evidence will include meeting due dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.					
3b. Customer relations given priority consideration. Evidence will include timeliness of request support and demonstrated performance. Evidence will include the clarity and technical accuracy of briefing materials and presentations and the pro-active implementation of communication strategies with the site stakeholders.					
3c. Provides efficient and effective administrative services, regulatory management, NEPA implementation, records management and property management. Evidence will include meeting due dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.					
3d. The contractor will be evaluated on the effectiveness, and adequacy of implementation of its waste and product management programs. Evidence will include meeting regulatory or scheduled due					

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.</p>	
<p>3e. The contractor will be evaluated on the effectiveness and adequacy of implementation of facility maintenance and infrastructure obligations. Evidence will include meeting regulatory or scheduled due dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.</p>	
<p>3f. The contractor will be evaluated on maintaining cost control as it relates to the Contractor Performance Baseline. Evidence of effective cost control will be completion of work scope within the baseline.</p>	

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

RATING CRITERIA				
	RATING			
CATEGORIES OF PERFORMANCE				
4.0 Quality and effectiveness of Project Management and Technical Problem solving				
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES			
4a. The contractor will be evaluated on how the project is managed, costs are tracked and reported. The contractor will be evaluated on the timeliness and accuracy of monthly variance analysis of cost vs. budget, monthly reporting of EACs, and the reconciliation of monthly financial costs. The contractor will be evaluated on the tracking and reporting of financial and project controls information for the current fiscal year. The contractor will be evaluated on communication with DOE regarding status of budget and planned or proposed changes. The contractor will be evaluated on timely submission of distributed budgets prior to beginning of each fiscal year. The contractor will be evaluated on the accuracy of EAC projections and baseline change processes and management. In addition, the Contractor will be evaluated on its ability to submit timely, accurate, and auditable proposals.				
4b. The contractor will be evaluated on the effectiveness, timeliness and adequacy of its ability to perform tasks in most cost effective manner consistent with the contract and approved baselines and DOE concurrence and/or guidance. The contractor will be evaluated on the communication and planning with DOE of any deviation from contract and baseline. The contractor will be				

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>evaluated on overall and specific project status, contract changes, baseline changes, adherence to a formal Baseline Change Proposal (BCP) process, monthly reporting that supports DOE’s timely submission of data (IPABS monthly financial and performance measures). Submission of required project monthly data to DOE Headquarters and accurate information for monthly project reviews. The contractor will be evaluated on the contract cost and scope and baseline cost and scope alignment at time of request for payment of provisional fee.</p>	
<p>4c. Presents initiatives which result in tangible cost or schedule savings or risk reduction to the Project.</p>	
<p>4d. The contractor will be evaluated on technical solutions to improve plant reliability, achieve higher plant DUF6 processing throughput, and managing critical spares.</p>	

RATING CRITERIA					
	RATING				
CATEGORIES OF PERFORMANCE					
5.0 Quality of Nuclear Safety and Quality Culture					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
<p>5a. Contractor must ensure programs are in place and emphasize expectations which will promote a robust Nuclear Safety Culture and Safety Conscious Work Environment. Contractor leverages ongoing Safety Conscious Work Environment (SCWE) and related program efforts to enhance development of a strong Nuclear Safety Culture consistent with the DOE and Energy Facility Contractor Group Expectations.</p>					
<p>5b. Evidence of meeting this objective include: 1)</p>					

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>maintaining and implementing an approved SCWE action plan; 2) improving trends in Corrective Action Program condition report (CR) corrective action effectiveness, and self- identification; 3) absence of substantiated employee concerns alleging harassment, intimidation, retaliation or discrimination and/or chilling effect; and 4) mitigating employee concerns and implementing actions to prevent recurrence.</p>	
<p>5c. The Contractor will be evaluated on the quality, implementation and effectiveness of its Differing Professional Opinion process (for technical issues) consistent with DOE standards. Evidence includes compliance with required notifications and documentation of resolution of issue when formal differing opinion is raised</p>	
<p>5d. The Contractor shall establish and maintain a Safety Conscious Work Environment consistent with DOE. The Contractor will be evaluated on the quality, implementation and effectiveness of its programs that reflect the responsibility and accountability to these expectations. The evaluation will review (1) the contractor’s workplace to determine how well the contractor has provided an environment that is free from harassment, intimidation, retaliation and/or discrimination and (2) the Contractor’s action taken to adequately and effectively mitigate issues that may prevent the Contractor and subcontractor employees from raising concerns to the Contractor or DOE.</p>	
<p>5e. The evaluation will include a review of the Contractor’s annual assessment of its Nuclear Safety Culture and Safety Conscious Work Environment practices through the detailed report of its results to the PPPO.</p>	

**EXHIBIT 5 AWARD FEE-CATEGORIES OF PERFORMANCE SECTION
SUMMARY RATING CRITERIA WORKSHEETS**

Adjective Rating Summary Table

CATEGORIES OF PERFORMANCE	ADJECTIVE RATING
1. Condition of Plant	
2. Quality and Effectiveness of Environment, Safety, Health and Quality Assurance (ESH&QA)	
3. Quality and Effectiveness of Project Support	
4. Quality and Effectiveness of Project Management and Technical Problem Solving	
5. Quality of Nuclear Safety and Quality Culture	

ATTACHMENT J-14 - SELECTED NARA REQUIREMENTS

- Transmitting of record(s) in Portable Document Format (PDF), or other NARA-acceptable format, with a minimum resolution of 400 ppi (NARA minimum requirement for permanent records). See full requirements and guidance at www.archives.gov.
- Transfer shall include back-up data or drafts (if applicable) that would be required to be maintained to adequately document the work performed.
- Perform image quality statistical sampling on transfers in accordance with a DOE-approved plan to ensure:
 - o Optical character recognition process performed.
 - o All text and markings are clear and legible.
 - o All pages are legible or marked as "poor quality original."
 - o Pages are rotated correctly.
 - o Classification markings are clear and legible.
 - o No security settings (e.g., encryption, passwords, and/or permissions) are included/embedded that would prevent opening, viewing, or printing a record.
 - o For permanent records, if compression is needed, ensure lossless file compression technique is used (not lossy).
 - o Utilize a preferred format (e.g., Portable Document Format/Archival PDF/A).
- All embedded fonts are identified publically as being legally embeddable in a file.
- Digital photographs shall meet NARA's requirements of a minimum resolution of 3,000 pixels across the long dimension; images that are uncompressed or which make use of lossless compression, shall be scheduled, managed and captioned as required.
 - o Captioning shall include an index that includes: Photo #, date taken, program category (e.g., Environmental Management), site, detailed description/caption, including names of individuals where possible. Digital photographs can be captioned utilizing the properties feature, but must also include an index to link the two. See 36 CFR 1237 and NARA Bulletin for specific requirements.

**ATTACHMENT J-15 -INTEGRATED WORK CONTROL SYSTEMS AND
REPORTING REQUIREMENTS**

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 Forecast 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 Section H.54)

- 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 12 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 12 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
<p>Capital Asset Projects where EVMS is required</p>	<p><u>Post Critical Decision (CD-2)</u>: 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 analysis of the prior month, and Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances exceeding thresholds established by the CO.</p> <p>[Note: PARS II is the central repository for key Departmental-level project information.</p> <p>No later than the <u>last workday of every month</u> 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.</p> <p><u>Pre CD-2</u>: The monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB) and status of CPB milestones and deliverables.</p>
<p>Capital Asset Projects where EVMS is not required</p>	<p>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.</p>
<p>Operations Activities</p>	<p>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.</p> <p>If the Contract requires EV reporting, the contractor's Monthly Performance Report for each CPB segment will include Contract Performance Reports (CPR) formats 1, 3, 5, and 6.</p> <p>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.</p> <p>[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.]</p>

D. Baseline Terms

DOE and EM use baseline terms to communicate Contract and project status. Therefore it is critical for contractors working on DOE 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 O 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

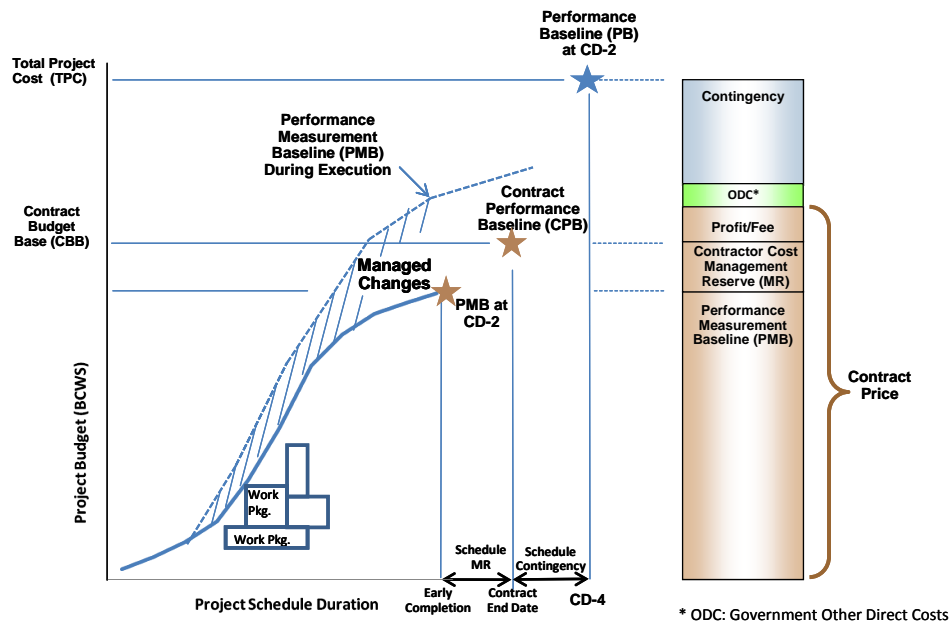
- (a) Performance Baseline (PB) is the collective key performance, scope, cost, and schedule parameters, which are defined for all capital asset projects at Critical

Decision (CD)-2 (See Figure 1). Performance Baseline includes the entire project budget (TPC including fee and contingency).

$$PB = PMB + MR + \text{Contingency} + \text{Fee} + \text{DOE Other Direct Cost (DOE ODC)}$$

- (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 O 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

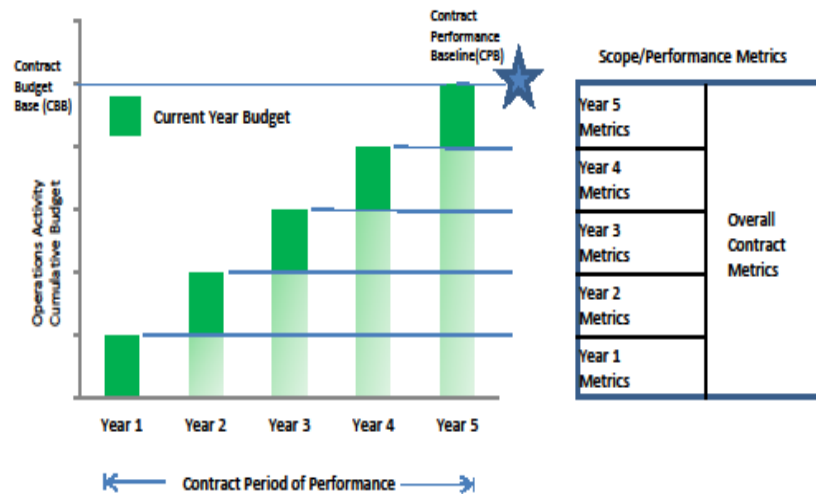


3. Baseline Terminology for Operations Activities

- (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 12 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 =

$$\begin{array}{rcccl} & & \text{Sum of CBBs for} & & \\ & & \text{current contract(s),} & & \\ \text{Prior actual costs} & + & \text{Fee, Contingency,} & + & \text{Estimate of cleanup} \\ & & \text{and Other DOE} & & \text{work through} \\ & & \text{Costs} & & \text{completion} \end{array}$$

- (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 WBS¹ (CWBS) - see reference document listed in paragraph A.3.c. The WBS provides the basis for all work control system components, including estimating,

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.

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.

Official Name	Manufacturer	Model	Serial Number	Asset Value	Condition Description	Site	Acquisition Date
SERVER	HP/COMPAQ	DL380	D314LDN1J104	\$6,441.60	USABLE	LEXINGTON - IT SERVER ROOM	8/1/2003
SERVER	HP/COMPAQ	DL380	D322LDN1H099	\$5,854.27	USABLE	LEXINGTON - IT SERVER ROOM	8/1/2003
SERVER	HP/COMPAQ	DL380	D334LDN1H784	\$7,856.47	USABLE	LEXINGTON - IT SERVER ROOM	12/1/2003
IT SECURITY SYSTEM	IEI (INTERNATIONAL ELECTRONICS INCORPORATED)	IE HUBMAX2		\$2,150.00		LEXINGTON - IT SERVER ROOM	4/15/2004
IT PROJECTOR	INFOCUS	LP240	AEGN41790354	\$1,110.59		LEXINGTON OFFICE	7/22/2004
IT LAPTOP PC	DELL	LATITUDE D600	HXYZ451	\$1,744.00	USABLE	DURATEK DATA CENTER	7/1/2004
IT DESKTOP	HP/COMPAQ	DC5000	123456789.00	\$500.00	USABLE	DURATEK DATA CENTER	4/5/2005
IT NETWORK EQUIPMENT	CISCO	3902S549	CAT0836N2J4	\$3,000.00	USABLE	LEXINGTON - IT SERVER ROOM	5/13/2004
IT NETWORK EQUIPMENT	CISCO	3902S549	CAT0837N0DV	\$3,000.00		LEXINGTON - IT SERVER ROOM	5/13/2004
SERVER	HP/COMPAQ	DL380	USE522A2S9	\$10,091.97	USABLE	LEXINGTON - IT SERVER ROOM	6/15/2005
SERVER	HP/COMPAQ	DL360	USM507048V	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/15/2005
IT NETWORK EQUIPMENT	NETGEAR	FS524		\$500.00		LEXINGTON OFFICE	10/24/2007
IT CISCO WIRELESS BRIDGE - 802.11A	CISCO	AIR-BR1410A-A-K9	FTX0943G00Z	\$3,075.00	USABLE	LEXINGTON	1/4/2006
IT CISCO WIRELESS BRIDGE - 802.11A	CISCO	AIR-BR1410A-A-K9	FTX0943G00V	\$3,075.00	USABLE	LEXINGTON	1/4/2006
IT SOUNDSTATION 2	POLYCOM	SOUNDSTATION 2	RH60515000CF1	\$547.00	USABLE	LEXINGTON OFFICE	1/9/2006
SWITCH, 48 PORT	CISCO	3750	FOC1016Y14H	\$8,456.25	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2006

SWITCH, 48 PORT	CISCO	3750	FOC1016Y140	\$8,436.25	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2006
SENSOR, INTRUSION PREVENTION	CISCO	4240	JMX1018K00Z	\$7,247.92	USABLE	LEXINGTON - IT SERVER ROOM	5/19/2006
SWITCH, 48 PORT	CISCO	3750	FOC1016Y14D	\$8,436.25	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2006
ROUTER	CISCO	2821	FTX1019A0XF	\$2,353.69	USABLE	LEXINGTON - IT SERVER ROOM	5/19/2006
IT CISCO 12 SFP PORT CATALYST 3750 SWITCH	CISCO	12 SFP PORT 3750	CAT1012N4RJ	\$4,831.25	USABLE	LEXINGTON - IT SERVER ROOM	5/19/2006
FIREWALL	CISCO	515E FIREWALL	88810180220.00	\$3,000.00		LEXINGTON - IT SERVER ROOM	5/13/2004
IT PRINTER/COPIER	HP/COMPAQ	4350	CNBXC48706	\$3,819.44	USABLE	LEXINGTON OFFICE	6/28/2006
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU92257V8	\$1,062.00	USABLE	LEXINGTON OFFICE	6/16/2009
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU9297DYK	\$976.00	USABLE	LEXINGTON	2/4/2009
CANON LASER CLASS 730I	CANON	LASER CLASS 730I	UZT10389	\$600.00	USABLE	LEXINGTON OFFICE	9/18/2008
CARD, PCMCIA	VERIZON WIRELESS	PC5750	803196246.00	\$219.99	USABLE	LEXINGTON OFFICE	10/7/2008
CARD, PCMCIA	VERIZON WIRELESS	PC5750	803208666.00	\$219.99	USABLE	LEXINGTON OFFICE	10/23/2008
CAMERA	PANASONIC	BB-HCM331NETWORK CAMERA	8FBDF008013	\$300.00	USABLE	LEXINGTON - IT SERVER ROOM	1/3/2009
CAMERA	PANASONIC	BB-HCM331NETWORK CAMERA	8FBDF008011	\$300.00	USABLE	LEXINGTON - IT SERVER ROOM	1/3/2009
PRINTER	ZEBRA	105SL	65C09090307	\$2,075.97	USABLE	LEXINGTON OFFICE	4/1/2009
SCANNER	MOTOROLA	MC9090	S9025000504864	\$1,864.72	USABLE	LEXINGTON OFFICE	4/4/2009
SCANNER	MOTOROLA	MC9090	S9025000504865	\$1,864.72	USABLE	LEXINGTON OFFICE	4/4/2009
IT KVM SWITCH	TRIPP-LITE	32PT 2U CAT5 KVM SWCH	9830ACPB727400011	\$3,784.13	USABLE	LEXINGTON - IT SERVER ROOM	6/2/2009
ROUTER	ADTRAM NET VANTA	ADTRAM NET VANTA 3200	CFGO226471	\$200.00	USABLE	LEXINGTON OFFICE	9/4/2008

SERVER	HP/COMPAQ	DL360	USM64209ZZ	\$3,000.00		LEXINGTON - IT SERVER ROOM	9/14/2007
SERVER	HP/COMPAQ	DL360	USM704018Y	\$3,000.00		LEXINGTON - IT SERVER ROOM	9/14/2007
FIREWALL	CISCO	ASA 5510	JMX1052K1X3	\$7,000.00		LEXINGTON - IT SERVER ROOM	3/28/2007
FIREWALL	CISCO	ASA 5510	JMX1037K16K	\$7,000.00		LEXINGTON - IT SERVER ROOM	3/28/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101829	\$103.00		LEXINGTON - IT SERVER ROOM	10/24/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101823	\$103.00		LEXINGTON OFFICE	10/24/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101816	\$103.00		LEXINGTON OFFICE	10/24/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101822	\$103.00		LEXINGTON OFFICE	10/24/2007
SERVER (COMPUTER IT EQUIPMENT)	DELL	POWEREDGE R420	5Y6QQV1	\$2,500.00	USABLE	LEXINGTON - IT SERVER ROOM	3/5/2014
IT NETWORK EQUIPMENT	NETGEAR	FS108P	10L16B3T00BE1	\$100.00		LEXINGTON OFFICE	10/24/2007
IT DWL-3200AP	D-LINK	DWL-3200AP		\$360.00		LEXINGTON OFFICE	2/16/2006
FAX	BROTHER	4100E	G7J683278	\$289.22		LEXINGTON OFFICE	10/24/2007
SWITCH	CISCO	3560G	F0C1113Y1NC	\$3,591.00		LEXINGTON - IT SERVER ROOM	4/4/2008
SWITCH	CISCO	3560G	F0C1113Y1P2	\$3,591.00		LEXINGTON OFFICE	4/4/2008
IT NETWORK EQUIPMENT	LINKSYS	SRW2024P	WMP001-800803	\$275.00		LEXINGTON - IT SERVER ROOM	10/24/2007
SERVER	HP/COMPAQ	DL360R05	MXQ802A6J1	\$5,124.20	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ802A6HT	\$5,124.20	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ816A00U	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ812A0SM	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008

SERVER	HP/COMPAQ	DL360R05	MXQ814A4PU	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ812A0SK	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ814A4NZ	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
IT SERVER	HP/COMPAQ	PROLIANT	2UX816077C	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
BLADECENTER	IBM	HS22	KQ2567D	\$71,834.00	USABLE	LEXINGTON - IT SERVER ROOM	8/23/2010
SCANNER	MOTOROLA	8520	S9040000502697	\$571.00	USABLE	LEXINGTON	4/4/2009
IT CISCO 24 PORT CATALYST 3750 SWITCH	CISCO	CISCO 24 PORT CATALYST 3750 SWITCH	FOC1309W1NB	\$4,829.06	USABLE	LEXINGTON - IT SERVER ROOM	4/30/2009
SWITCH, 48 PORT	CISCO	3750	FOC1315Z18Z	\$9,599.26	USABLE	LEXINGTON - IT SERVER ROOM	4/30/2009
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU922585N	\$1,062.00	USABLE	LEXINGTON OFFICE	6/16/2009
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU922586K	\$1,062.00	USABLE	LEXINGTON OFFICE	6/16/2009
SERVER	HP/COMPAQ	DL360	MXQ924A2RW	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/25/2009
SERVER	HP/COMPAQ	DL360	MXQ924A2T0	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/25/2009
SERVER	HP/COMPAQ	DL360	MXQ924A2SA	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/25/2009
ROUTER	CISCO	ASA 5520 CSC	SJMX1326L1LY	\$1,846.41	USABLE	LEXINGTON - IT SERVER ROOM	7/30/2009
IT CISCO MARS	CISCO	MARS 50	FLH09400034	\$16,584.00		LEXINGTON - IT SERVER ROOM	8/27/2009
IT SWITCH	ADTRAN	T3SU 300	K35C1995	\$2,694.19	USABLE	LEXINGTON - IT SERVER ROOM	9/8/2009
IT SWITCH	ADTRAN	T3SU 300	K35C2013	\$2,694.19	USABLE	LEXINGTON - IT SERVER ROOM	9/8/2009

COMPUTER, DESKTOP	HEWLETT PACKARD	KR652UT#ABA	MXL9350CX7	\$900.00	USABLE	LEXINGTON OFFICE	9/20/2009
COMPUTER, DESKTOP	HEWLETT PACKARD	KR652UT#ABA	MXL935037S	\$900.00	USABLE	LEXINGTON OFFICE	9/20/2009
ROUTER	ADTRAM NET VANTA	ADTRAM NET VANTA 3200	CFG0749708	\$200.00	USABLE	LEXINGTON - IT SERVER ROOM	9/4/2008
IT NETWORK EQUIPMENT	CISCO	DS-10401790-01	JPE07521065	\$4,530.61		LEXINGTON - IT SERVER ROOM	9/23/2009
SWITCH	CISCO	3560G	F0C1236W4KU	\$6,093.00	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2007
SWITCH	CISCO	3560G	F0C1236W4KJ	\$6,093.00	USABLE	LEXINGTON OFFICE	5/18/2007
SERVER	HP/COMPAQ	DL360	MXQ95009UT	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	2/22/2009
SERVER	HP/COMPAQ	DL360	MXQ95009UF	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	2/22/2009
ROUTER	CISCO	CISCO 3825	FTZ1332A0X1	\$6,374.63	USABLE	LEXINGTON - IT SERVER ROOM	10/21/2009
COMPUTER	CISCO	S160	9358FN1	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	7/26/2011
BLADECENTER	IBM	HS22 7870	Y010UF07K03K	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07K03J	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07K02E	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07S092	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07S0FL	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07K02P	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
COMPUTER	IBM	IBM BLADE CENTER	KQ2567D	\$13,000.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3H	\$825.00	USABLE	LEXINGTON	6/27/2011

COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3J	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3S	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B40	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3M	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3V	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	CISCO	S160	6W8LWN1	\$12,000.00	USABLE	LEXINGTON	7/26/2011
PRINTER/ FAX/ COPIER	HP/COMPAQ	LASERJET CM2350FX	CNGS474162	\$300.00	USABLE	LEXINGTON	8/15/2011
TAPE DRIVE	IBM	IBM TAPE LOADER TS3200	78P4391	\$15,000.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
COMPUTER	IBM	IBM BLADE CENTER	675792.00	\$13,550.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
BLADECENTER	IBM	HS22 7870	06ECE27	\$7,700.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
BLADECENTER	IBM	HS22 7870	KQ95M8M	\$10,360.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
COMPUTER	CISCO	CATALYST 3750	FDO1536Y2HU	\$4,742.00	USABLE	LEXINGTON - IT SERVER ROOM	10/4/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1H	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1K	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1F	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391391Q1G	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1J	\$825.00	USABLE	LEXINGTON	10/5/2011
BLADECENTER	IBM	HS22 7870	KQ366GF	\$10,360.00	USABLE	LEXINGTON - IT SERVER ROOM	10/13/2011
COMPUTER, LAPTOP	DELL	E6420	422981811533.00	\$1,530.00	USABLE	LEXINGTON	10/19/2011
COMPUTER, LAPTOP	DELL	E6420	42295148893.00	\$1,530.00	USABLE	LEXINGTON	10/19/2011
IT FUJITSU FI-5900C SCANNER	FUJITSU	FI-5900C	423.00	\$19,000.00	USABLE	LEXINGTON	12/28/2012
COMPUTER, LAPTOP	DELL	E6420	42298134877.00	\$1,530.00	USABLE	LEXINGTON	11/2/2011

COMPUTER, LAPTOP	DELL	E6420	42295195549.00	\$1,530.00	USABLE	LEXINGTON	11/4/2011
COMPUTER, LAPTOP	DELL	E6420	42295335517.00	\$1,530.00	USABLE	LEXINGTON	11/4/2011
COMPUTER, LAPTOP	DELL	E6420	42298088221.00	\$1,530.00	USABLE	LEXINGTON	11/7/2011
COMPUTER, LAPTOP	DELL	E6420	42298228189.00	\$1,530.00	USABLE	LEXINGTON	11/7/2011
COMPUTER, LAPTOP	DELL	E6420	42298041565.00	\$1,530.00	USABLE	LEXINGTON	11/7/2011
COMPUTER, LAPTOP	DELL	E6420	42295008925.00	\$1,530.00	USABLE	LEXINGTON	11/8/2011
BLACKBERRY	RIM	9650	A0000025E3B5F3	\$200.00	USABLE	LEXINGTON	1/13/2012
PHONE, CELL	CASIO	C781NC	A100000AFC28AF	\$320.00	USABLE	LEXINGTON	2/20/2012
CELL PHONE	CASIO	RAVINE2	A100000AFC28A9	\$320.00	USABLE	LEXINGTON	2/20/2012
BLACKBERRY	RIM	9650	A0000025DB2BD3	\$230.00	USABLE	LEXINGTON	3/22/2012
BLACKBERRY	RIM	9650	A0000025F725A8	\$230.00		LEXINGTON	3/22/2012
BLACKBERRY	RIM	9650	A0000025DB2D67	\$230.00	USABLE	LEXINGTON	3/28/2012
BLACKBERRY	RIM	9650	A0000025DB2AFF	\$229.00	USABLE	LEXINGTON	5/15/2012
COMPUTER	CISCO	S160	2ZDDFP1	\$12,000.00	USABLE	LEXINGTON	8/7/2012
BLACKBERRY	RIM	9650	A000002608C040	\$299.00	USABLE	LEXINGTON	9/7/2012
BLACKBERRY	RIM	9650	A0000026A1AE2	\$229.00	USABLE	LEXINGTON	10/18/2012
KVM SWITCH	CISCO	RARITAN KXZ-116	HK82800028	\$2,405.00	USABLE	LEXINGTON - IT SERVER ROOM	11/2/2012
KVM SWITCH	CISCO	RARITAN KXZ-116	HK82800027	\$2,405.00	USABLE	LEXINGTON - IT SERVER ROOM	11/2/2012
COMPUTER, LAPTOP	DELL	E6420	DSWCYV1	\$1,530.00	USABLE	LEXINGTON	12/3/2012
COMPUTER, LAPTOP	DELL	E6420	DSWDYV1	\$1,530.00	USABLE	LEXINGTON	12/3/2012
COMPUTER	CISCO	S160	FTX1640M0AR	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	1/22/2013
BLACKBERRY	RIM	9650	990001240874842.00	\$300.00	USABLE	LEXINGTON	9/17/2013
BLACKBERRY	RIM	9650	990001240956516.00	\$300.00	USABLE	LEXINGTON	9/17/2013

DIGITAL CAMERA	LG	BLK-DH200400DH	DH200413030083	\$400.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHFK000899	\$210.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHXJ000898	\$210.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHWA000897	\$210.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHAR000896	\$210.00	USABLE	LEXINGTON	8/26/2013
CONTROLLER	CISCO	AIR-CT5508-K9	FCW1731L08U	\$30,000.00	USABLE	LEXINGTON	8/26/2013
BLADECENTER	IBM	HS22 7870	06VLLN4	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	9/30/2013
PHONE, CELL	RIM	RFX101LW	990004230114732.00	\$550.00	USABLE	LEXINGTON	12/12/2013
BLACKBERRY	RIM	9650	990004230185633.00	\$200.00	USABLE	LEXINGTON	1/9/2014
PHONE, CELL	RIM	RFX101LW	#####	\$200.00	USABLE	LEXINGTON	1/15/2014
PHONE, CELL	RIM	RFX101LW	990004230186524.00	\$550.00	USABLE	LEXINGTON	12/12/2013
COMPUTER, TABLET	MOTION COMPUTING INC	CFT-003	D9JBAG000475	\$3,500.00	USABLE	LEXINGTON	5/14/2014
PHONE, CELL	RIM	RFX101LW	990001242113330.00	\$550.00	USABLE	LEXINGTON	5/15/2014
PHONE, CELL	RIM	RFX101LW	990001242158269.00	\$500.00		LEXINGTON	5/28/2014
PHONE, CELL	RIM	RFX101LW	990001242113140.00	\$500.00	USABLE	LEXINGTON	5/27/2014
PHONE, CELL	RIM	RFX101LW	990001242113322.00	\$500.00	USABLE	LEXINGTON	6/17/2014
PHONE, CELL	RIM	RFX101LW	990001242237873.00	\$300.00	USABLE	LEXINGTON	7/25/2014
PHONE, CELL	RIM	RFX101LW	990001242307270.00	\$300.00	USABLE	LEXINGTON	7/25/2014
PHONE, CELL	RIM	RFX101LW	990001242335487.00	\$400.00	USABLE	LEXINGTON	8/12/2014
PHONE, CELL	RIM	RFX101LW	990001242335222.00	\$300.00	USABLE	LEXINGTON	8/26/2014
COMPUTER, LAPTOP	DELL	E6420	7QQ8F12	\$1,500.00	USABLE	LEXINGTON	8/27/2014
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 2	11091241453.00	\$1,500.00	USABLE	LEXINGTON	9/19/2014
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	50792542853.00	\$1,500.00	USABLE	LEXINGTON	9/26/2014
PHONE, CELL	RIM	RFX101LW	990001242351807.00	\$300.00	USABLE	LEXINGTON	10/9/2014
PHONE, CELL	RIM	RFX101LW	990001242536167.00	\$300.00	USABLE	LEXINGTON	10/13/2014
PHONE, CELL	RIM	RFX101LW	99000124335206.00	\$250.00	USABLE	LEXINGTON	11/3/2014
CAMERA, DIGITAL	SONY	NEX-3K	1741291.00	\$600.00	USABLE	LEXINGTON	11/6/2014
PHONE, CELL	RIM	RFX101LW	990001242351963.00	\$250.00	USABLE	LEXINGTON	11/7/2014
PHONE, CELL	RIM	RFX101LW	990001242335172.00	\$400.00	USABLE	LEXINGTON	1/12/2015
PHONE, CELL	RIM	RFX101LW	990001242731685.00	\$400.00	USABLE	LEXINGTON	1/12/2015
PHONE, CELL	RIM	RFX101LW	990001242351617.00	\$300.00	USABLE	LEXINGTON	1/22/2015

PHONE, CELL	RIM	RFX101LW	990001242335198.00	\$200.00	USABLE	LEXINGTON	2/3/2015
SWITCH	CISCO	C3750X	FDO1902P0MK	\$3,000.00	USABLE	LEXINGTON - IT SERVER ROOM	2/13/2015
PHONE, CELL	RIM	RFX101LW	990001242791481.00	\$299.00	USABLE	LEXINGTON	3/10/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	70974154353.00	\$1,500.00	USABLE	LEXINGTON	3/25/2015
PHONE, CELL	RIM	RFX101LW	990001242347573.00	\$299.00	USABLE	LEXINGTON	4/2/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	69056243253.00	\$1,500.00	USABLE	LEXINGTON	5/5/2015
SWITCH, 48 PORT	CISCO	3850	FOC1904U16V	\$7,500.00	USABLE	LEXINGTON - IT SERVER ROOM	5/6/2015
SWITCH, 48 PORT	CISCO	3850	FOC1904X14C	\$7,500.00	USABLE	LEXINGTON - IT SERVER ROOM	5/6/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	68384650453.00	\$1,500.00	USABLE	LEXINGTON	5/12/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	37555350753.00	\$1,500.00	USABLE	LEXINGTON	5/12/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 2	8219141353.00	\$1,500.00	USABLE	LEXINGTON	5/13/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	54016544453.00	\$1,500.00	USABLE	LEXINGTON	5/19/2015
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRJ	\$825.00	USABLE	LEXINGTON	5/6/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR6	\$825.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRW	\$825.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRB	\$825.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRY	\$825.00	USABLE	LEXINGTON	5/6/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRP	\$825.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR7	\$825.00	USABLE	LEXINGTON	5/9/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FS0	\$825.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR5	\$825.00	USABLE	LEXINGTON	5/9/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR4	\$825.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRG	\$825.00	USABLE	LEXINGTON	5/10/2011
MONITOR	HP/COMPAQ	HP LA2205WG	3CQ1050SGW	\$140.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRC	\$1,235.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRN	\$825.00	USABLE	LEXINGTON	5/9/2011
PRINTER/ FAX/ COPIER	CANON	50B5	CXG3250	\$5,000.00	USABLE	LEXINGTON	5/11/2011
COLOR LASER MULTI- FUNCTION CENTER COPIER	CANON	C5051	GQM13215	\$5,000.00	USABLE	LEXINGTON	5/11/2011

COLOR LASER MULTI-FUNCTION CENTER COPIER	CANON	C5051	GQM13196	\$5,000.00	USABLE	LEXINGTON	5/11/2011
ROUTER	CISCO	2800 ROUTER	FTX1225F05K	\$2,000.00	USABLE	LEXINGTON	5/18/2011
ROUTER	CISCO	3800	FTX1124A3GN	\$9,500.00	USABLE	LEXINGTON	6/21/2011
COMPUTER, LAPTOP	DELL	E6420	F5LNTR1	\$900.00	USABLE	LEXINGTON	3/1/2012
PHONE, CELL	SAMSUNG	SCH-A650	4113761858.00	\$50.00	USABLE	LEXINGTON	8/9/2005
PHONE, CELL	PALM	TREO700	5402168085.00	\$479.99	USABLE	LEXINGTON OFFICE	7/5/2006
PHONE, CELL	PALM	TREO700	5402185691.00	\$479.99	USABLE	LEXINGTON OFFICE	7/5/2006
PHONE, CELL	PALM	TREO700	5402199908.00	\$479.99	USABLE	LEXINGTON	11/16/2006
IT TREO 650	PALM	TREO 650	5403975178.00	\$199.00	USABLE	LEXINGTON	12/15/2005
IT TREO 650	PALM	TREO 650	5403978762.00	\$199.00	USABLE	LEXINGTON	12/15/2005
				\$733,198.85			