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SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 TYPE OF CONTRACT

This is a Cost-Plus-Award Fee Contract for follow-on Environmental Technical Services at the Portsmouth Gaseous Diffusion Plant (GDP) at the U.S. Department of Energy (DOE) Environmental Management (EM) Portsmouth/Paducah Project Office (PPPO). This contract has a three (3) year base period and one (1) two-year option period. The contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient and measurable results.

B.2 ITEM(S) BEING ACQUIRED (MOD 024)

- (a) The Contractor shall, in accordance with the terms of this Contract, provide all personnel and materials (except as may be expressly set forth in this contract as furnished by the government) and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this Contract.
- (b) The Contract consists of the work scope identified in the Performance Work Statement (PWS) as described in Section C.
- (c) The contract consists of the following Contract Line Item Numbers (CLINs):

CLIN	CLIN Title	Estimated Cost	Total Available Award Fee	Total Cost Plus Available Award Fee
001	Contract Transition	\$73,427.00		\$73,427.00
002	Base Period: Environmental Technical Services	\$29,214,360.00	\$1,179,075.00	\$30,393,435.00
003	Option Period: Environmental Technical Services	\$20,335,668.00	\$813,427.00	\$21,149,095.00
Total		\$49,623,455.00	\$1,922,502.00	\$51,615,957.00

- (d) The period of performance for CLINs 001-003 will be in accordance with Section F clause entitled, *Contract Term*. No fee is payable during the contract transition period. The Government may unilaterally exercise the Option Period pursuant to the Section I clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000)*.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS (Mod 0030)

Pursuant to the Contract Clause I. 68 FAR 52.232-22 (APR 1984), entitled "Limitation of Funds," the total amount of incremental funding allotted is **\$24,850,000.00**. Such amount may be increased unilaterally by the Contracting Officer by written notice to the Contractor and may be increased or decreased during the performance period by written agreement of the parties.

This represents an increase of \$1,500,000.00 from \$23,350,000.00 to \$24,850,000.00.

Appropriation Data

Fund	Year	Alottee	Reporting Entity	SGL	Object Class	Program	Project	Dollar Amount
03000	2016		33	490811	61000000	25499	1111524	0001507
\$1,500,000.00								

All other terms and conditions remain unchanged.

B.4 AWARD FEE

- (a) There is no base fee for this Contract. The Total Available Award Fee for the contract period can be earned through objective and/or subjective award fee criteria. The subjective criteria are established in the Performance Evaluation Management Plan (PEMP) found in Section J, Attachment J-5.
- (b) The amount of earned Award Fee shall be unilaterally determined by DOE's Fee Determination Official (FDO) annually. This determination shall be based upon the evaluation of the contractor's performance, as measured against the PEMP. The PEMP, to remain consistent with the Performance Work Statement, may be revised during the contract period of performance.
- (c) Any unearned Award Fee from each evaluation period will not be eligible to be earned in any future period(s) and the value of unearned fee will be removed from the contract once the award fee amount is determined.
- (d) Provisional payment of a proportional quarterly amount equivalent to seventy-five percent (75%) of the available award fee for the period will be allowed. Immediately upon the Contracting Officer's unilateral modification of the contract to reflect the FDO's final determination of award fee, the Contractor may bill any amount not previously paid or must repay any excess amount paid.

B.5 FINAL FEE DETERMINATION

- (a) Upon successful completion of work as specified in Section C, the Contracting Officer shall determine the total fee earned by the Contractor consistent with Performance Evaluation Management Plan (PEMP) found in Section J, Attachment J-5, and any reductions made under any other clause of the contract. If the amount of the total fee earned is less than the total amount of all fee payments previously made to the Contractor, the Contractor shall reimburse DOE the difference. The difference is subject to Section I clause entitled, FAR Clause 52.232-17, Interest (JUN 1996). If the amount of total fee earned is more than the total amount of all prior fee payments previously made to the Contractor, DOE shall pay the Contractor the difference.

- (b) Termination. If this contract is terminated in its entirety, fee shall be payable to the Contractor consistent with paragraph (a) above. Nothing in this paragraph shall limit or restrict the application of Section I clause entitled, FAR Clause 52.249-6, Termination (Cost-Reimbursement) (May 2004).

B.6 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is from the effective date of the contract through the issuance of the Notice to Proceed (NTP) by DOE. The transition period is estimated to be thirty (30) days or less. Upon issuance of the NTP, the Contractor shall assume full responsibility of the contract requirements. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, 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. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 14-day review and approval period.
- (c) All transition costs shall be included in the Total Estimated Contract Cost of this contract. No fee is payable during the transition period (see Section B clause entitled Item(s) Being Acquired).

SECTION C - DESCRIPTION/SPECIFICATIONS Revision 4 (MOD 021)

PERFORMANCE WORK STATEMENT

C.1 GENERAL AND BACKGROUND INFORMATION

Established in 1989, the DOE Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. In order to continue and build upon the momentum of the first 20 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM has developed the "Annual FY2012 Performance Agreement with the Assistant Secretary." The document builds upon and integrates DOE Management Principles, EM Core Values, EM Priorities, EM's vision, and EM's mission by establishing the following goals for FY 2012:

Goal 1: Improve safety and quality performance towards a goal of zero accidents, incidents, and defects and continue to improve the EM Complex-Wide Safety Culture.

Goal 2: Reduce the life cycle cost and accelerate the cleanup of the Cold War legacy.

Goal 3: Improve project, budget, and contract management with the objective of delivering results on time, within cost, and with world-class technical competencies.

Goal 4: Achieve excellence in management and leadership with the objective of making EM an Employer of choice in the Federal Government.

Goal 5: Execute the EM Mission in a Sustainable Manner

In the performance of this contract, the Contractor shall support and implement actions to further the achievement of the above goals.

The Portsmouth GDP, on a 3,778 acre site located near Piketon Ohio, was constructed by the Atomic Energy Commission in the 1950's to enrich the fissionable isotope of uranium. In 2000-2001, it was determined the enrichment operations at the Portsmouth site would cease and the plant went into Cold Standby until 2005 when the plant was placed into Cold Shut-Down. At that time, remediation activities began and a PPPO was established in Lexington, Kentucky to manage the cleanup at the site in Piketon, Ohio. Ongoing remediation activities are being conducted in accordance with a State of Ohio Consent Decree issued in August 1989, as amended from the State of Ohio Environmental Protection Agency (OEPA) and an Administrative Consent Order from the U.S. Environmental Protection Agency (USEPA) Region V. In 2010, a contract was issued for Decontamination and Decommissioning (D&D) of the site pursuant to the Consent Decree and Consent Order.

C.2 SCOPE OF WORK

The PPPO requires Environmental Technical Services (ETS) at the Portsmouth GDP site, Piketon Ohio, to support the mission of Decontamination and Decommissioning (D&D) and support DOE in the management, oversight and integration of various prime, performance based site contracts.

The Contractor will provide DOE a full range of environmental, engineering and technical support, to include the performance of project and contract management and administrative activities to support the implementation and management of the D&D project and related

activities. The services, defined in this PWS are primarily to take place at this DOE Portsmouth site.

The Contractor shall perform ETS support, programmatic and administrative functions at the GDP site, including but not limited to planning, scheduling, evaluating, verifying, advising, observing, reporting, monitoring, integrating, managing and oversight of required activities to support the successful management of site contractors and the DOE mission. In addition to the work described herein, the Contractor may be requested by DOE to perform related special project activities to support achievement of critical objectives.

The Contractor staff, in the related required technical areas, shall be knowledgeable of existing and updated Federal, State and Local Regulations and DOE Orders, Directives and Policies as well as the administrative requirements of traditional Non-Management and Operations (M&O) cost reimbursement contracts, inclusive of contract change control, to provide recommendations and perform effective oversight support.

The Contractor shall support DOE to ensure all site contractors and tenants comply with applicable contractual requirements, DOE Orders, Directives and Policies, as well as Federal and State Regulations.

The Contractor shall provide Subject Matter Experts (SME) to coordinate and support internal and external DOE audits and inquires (e.g., Internal Assessment, External Assessment, Accident Investigation, and Quality Assurance), as needed.

The Contractor shall provide direct field observation and surveillance support for daily field operations to assist DOE with its oversight activities of the site Contractors to ensure safe and compliant work execution.

The Contractor is expected to have personnel physically located at the PPPO office in Piketon, Ohio to support the aforementioned activities.

The Contractor shall perform mission related support activities, including preparation and submittal of deliverables and reports in subject matters as follows:

- Program Management
- Planning and Integration
- Environmental Safety and Health (ES&H) and Quality Assurance (QA)
- Waste Management
- Regulatory Support
- Investment Recovery
- Nuclear Material Disposition and Nuclear Safety
- Environmental Restoration and Regulatory Compliance
- D&D Oversight and Infrastructure Support
- Technical and Administrative Services

The Contractor shall fully support DOE in this mission.

All data and information collected and all reports, deliverables, and documentation related to the work performed are Government owned and shall be marked in accordance with Section D of the contract.

C.3 WORK DESCRIPTION

C.3.1 Contract Transition

During the transition period, as specified in the clause in Section F entitled "Contract Term," the Contractor shall perform those activities that are necessary to transition work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the Contracting Officer. All Key Personnel designated in Section H clause entitled "*Key Personnel*" shall report to the site upon the effective date of the contract to support all contract transition activities.

The Contract shall develop for DOE approval a transition plan and budget. The plan shall include a schedule of major activities, and address at a minimum:

- Communication process among DOE and the incumbent Contractor;
- Identification of key transition issues and milestones;
- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Approach to minimizing impacts on continuity of operations;
- Assumption of the support services;
- Staffing ramp up and human resource management;
- Development of any interface agreement with other site contractors in accordance with Section J, Attachment J-8, Shared Site Services and Interface Requirements Matrix; and
- Approach to ensure compliance with DOE Orders for Worker Safety and Health Program and Quality Assurance Plan in accordance with Section C.3.4 *Environmental Safety and Health (ES&H)/Quality Assurance (QA)*.

After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. Upon issue of the Notice to Proceed (NTP) from the Contracting Officer, the Contractor shall assume full responsibility for the work the day after the issuance of the NTP.

C.3.2 Program Management

Program Management encompasses the Contractor staff required to manage and direct resources in executing the ETS scope of work and achieve contract requirements. This includes program management, planning and integration, business systems integration, technical services and resource management, and contract business management. Program management also includes supporting site interactions with outside entities to include Congressional staffers, DOE Headquarters (HQ), Federal, State and Local Site Regulators, Site Contractors and Grant participants, and other DOE Stakeholders as required.

C.3.2.1 Key Staff Responsibilities

The Contractor shall align the ETS functional responsibilities by Work Breakdown Structure (WBS) with the contract scope of work and align management personnel, titles to be determined by the Contractor, with the DOE site managers. This functional alignment will allow the sharing of the Contractor resources across assigned projects.

The Contractor shall appoint a Program Director (PD) who shall serve as the primary interface to the DOE Contracting Officer (CO) and Contracting Officer Representative (COR) and shall have supervisory control over staff assigned to perform work under this contract. The program organization shall be led by key staff such as PD, who will maintain the authority and reporting responsibilities for all program, business, and contract related matters.

The Project Managers (PM) who will be responsible for assigned projects or areas as defined herein, and Functional Managers (FM) who will lead the cadre of core staff in performance of the assigned projects. The PM, FM and core staff, or other titled organizational staffers, shall report directly to the PD.

The PD shall develop work and staffing plans for all assigned work efforts and provide monthly status reports on all activities to the COR or other represented as assigned. The PD shall ensure completion of non-disclosure agreements of assigned personnel.

The PD shall develop an Annual Work Plan with detailed activities to outline what will be achieved during the year in order to achieve specific results with anticipated outcomes, the activities to be performed toward achieving the anticipated outcomes, the time frame involved, those responsible for performing the activities, and what each activity entails. The PD may be required to provide senior level risk support to DOE through environmental, engineering and technical analysis and reviews of documents and issues related to the Portsmouth Site Director. This support may require periodic travel to PPPO Lexington, Kentucky, or other locations as assigned for coordination and meetings.

C.3.2.2 Stakeholder Involvement

The Contractor shall support DOE interactions with Congressional staffers, DOE HQ, Federal, State and Local Site Regulators, Site Contractors and Grant participants, and other DOE Stakeholders as required. Support may include communications with DOE/EM and Portsmouth Site Specific Advisory Boards (SSABs), development of the annual SSAB Work Plan, the community reuse and property transfer stakeholders, researching and supporting responses to Freedom of Information Act (FOIA) requests and Congressional inquiries, performing and maintaining DOE web site development, and other stakeholder support as assigned. Stakeholder involvement is vitally important to the mission and crosses all functional requirements of the contract. Support may include the development, review, and coordination of the Stakeholder Involvement Plan, work plans, presentations, agendas, action items, meeting minutes, logistical support, responding to site-wide information requests, FOIA requests, reports (i.e., Stakeholder Involvement Report), DOE Portsmouth website, and recommendations. The Contractor will be required to facilitate, coordinate and attend meetings and resolve action items. Various community relations programs shall be developed to include presentations to area schools, civic groups and local officials. Tours shall be coordinated and conducted. Internal and external requests for information and required responses will be developed, coordinated and submitted in a timely manner.

C.3.2.3 Grant Management

The Contractor shall provide support to DOE for the implementation and management of site specific grants, development and review of technical reports, participate in project meetings and provide information as directed. The support will include attending of weekly or monthly meetings between the stakeholders to include the grant principals, the public and DOE. Reports (e.g., Grant Management Report), meeting minutes and action item resolution shall be accomplished (e.g., Ohio EPA grant, and Ohio University grant).

C.3.3 Planning and Integration

The Contractor shall support DOE in planning and integration of all DOE site contracts to include baseline integration and oversight, fiscal planning, and analysis of projects. Impact analyses of current projects/programs regarding the issuance of new and revised Federal, State, Local or DOE publications (e.g., orders, directives, policies, guides, notices, and manuals) shall be accomplished.

C.3.3.1 Program Management and Control

The Contractor shall support DOE in performing project management and control such as maintaining project oversight control systems, performing risk analysis, preparing and/or reviewing technical documents, plans, and project reports (e.g., Earned Value Management System (EVMS), Performance Measurement Baseline (PMB), invoices, and cost reports) in accordance with DOE Orders, Directives, Policies and Office of Management and Budget (OMB) Circulars. The Contractor shall assist DOE with the consolidation, integration, and analysis of data and information from the various projects and contracts (e.g., Weekly Activity and Oversight Assessment Report).

The Contractor shall maintain established site-wide database systems in support of the DOE oversight activities. The Contractor shall support all systems having the capability (e.g., systems and tools) to fully integrate and consolidate information using electronic data transfer of all site contractor financial accounting systems in order to attain overall cost reporting for the site in accordance with DOE requirements. The system shall also have the capabilities to present and analyze performance measurement data as related to the integrated lifecycle baseline.

C.3.3.2 Integrated Project Management and Baseline Support

The Contractor shall support DOE with the oversight and maintenance of the site-wide integrated lifecycle baseline(s). The Contractor shall obtain baseline information from the site Contractors to evaluate the integrated lifecycle baseline consistent with DOE Order 413.3B, dated November 29, 2010 (or as updated) entitled Program and Project Management for the Acquisition of Capital Assets.

In support of DOE management of the integrated lifecycle baseline, the Contractor shall utilize analytical tools and techniques to perform simulations and optimization to support lifecycle over-sight, and assist DOE with lifecycle evaluation to respond to changes.

This work consists of overseeing the management, configuration control, reporting, and advanced planning, required to maintain the PPPO Integrated Site-wide Life Cycle Baseline (ISWLCB), as amended by new submittals, which is composed of Fluor-B&W Portsmouth, LLC (FBP), Wastren-EnergX Mission Support, LLC (WEMS) and DOE Direct Cost contract baselines.

The Contractor shall review, and perform analysis assessments that include:

- WBS structure
 - WBS dictionary sheets at the level in which the costs are collected
 - Time-phased resource-loaded schedule
 - Basis of estimate for each WBS element
 - Time-phased cost estimate for each WBS element
- Integrated Site-Wide Life Cycle Baseline (ISWLCB)
 - Maintain ISWLCB utilizing Primavera Project Planner (P6) and COBRA software
 - Integrate and assess Contractor P6 and COBRA site-wide database submittals (i.e., Assessment of Site-Wide Database Systems Report)
 - Develop monthly performance reporting
 - Monitor Contractor Baseline Change Control Board actions
 - Develop DOE Change Requests and maintain change control
 - Provide support to the DOE independent cost estimating process
 - Develop what-if scenarios in response to emergent situations and management requests
- Risk Management and Analysis
 - Maintain DOE Risk Management Plan and Risk Register
 - Pertmaster/Crystal Ball software for integrating cost and schedule risk management
 - Monitor and Review FBP Risk Management Plan and Risk Register
 - Validate FBP risk analysis
 - Develop Capital Item DOE contingency
- Operations/Capital Program/Policy
 - Ensure compliance with EM Operational and Capital programs and orders
 - Review Contractor Project Management documentation and procedures
 - IPT Support
 - Coordination of External Project Reviews (Independent Project Review/External Independent Review/Program Review, etc.)
- Project Controls Support
 - Develop Project Controls System User's Manual and Procedures
 - Provide planning and scheduling support to PPPO Project Managers
 - Provide Monthly Project Status Report
 - Provide Project Controls Activity Status Report
 - Provide Weekly Independent Project Performance Report
 - Monitoring critical path and progress validation of FBP schedules

- Review, analysis and assessment of Contractor Annual Work Plans (AWP) and Milestone submissions
- Support technical evaluation of Contractor proposals, Requests for Equitable Adjustment (REA) and Contractor claims
- Provide Computer-Aided Design (CAD) and large format plotting services
- Perform Oracle, Primavera P6 and Deltek COBRA database administration (i.e., Assessment of Site-Wide Database Systems Report)
- Tracking and documentation of Contractor Performance Based Incentives (PBI)
- Maintenance of PPPO internal schedules
 - FBP Milestones
 - Integrated Milestone Schedule
 - Comprehensive Nickel Project Schedule
 - Easements and Property Transfer Schedule
 - FBP Fiscal Year Award Fee Plan Schedule
 - PPPO Budget and Integrated Priority Listing (IPL)
 - FBP Contract Definitization and PMB Review
 - WEMS Contract Definitization and PMB Review
 - North American Electricity Reliability Council (NERC) Weekly Status Update
 - PPPO Assessment Plan
 - Regulatory Milestone Schedule
 - Site Specific Advisory Board
 - Specific Schedules as required
- Contract Management Support
 - Provide contract and procurement support as requested by Contracting Officer
 - Generate reports (e.g., Action Item Tracking Report, and Technical Evaluation Report) required to monitor contract compliance
 - Develop and evaluate Award Fee Plans
 - Develop and evaluate Performance Based Incentives
 - Provide support for Contractor invoice and deliverable reviews
 - Provide support for data calls from DOE-HQ and other agencies
 - Draft contract documents, letters and other correspondence
 - Assist with costing activities for proposals and contracts
 - Provide support for the contract change control process including the review, analysis and coordination of proposed contract modifications
 - Develop, edit, and maintain comprehensive deliverables lists
 - Prepare, organize and maintain contract records and files documenting contract performance and compliance
 - Support the Technical evaluation and review of Contractor closeout proposals

- Conduct assessments, provide recommendations for contract administration and support the evaluation of performance measurement baselines, as applicable

The Contractor will provide services related to integrating contract functions in support of PPPO operations.

The Contractor shall support DOE in meeting the data requirements of the DOE Integrated Planning, Accountability and Budgeting System (IPABS) and Project Assessment and Reporting System (PARS II); determining assessment and information requirements; reviewing scope, budget, and schedule; and performing audits and evaluations.

The Contractor shall monitor the systems to integrate, track, analyze and report data concerning project management, project control, life cycle planning, budget formulation, budget execution and financial management. The Contractor shall support DOE in performance evaluation and reporting oversight of the site Contractors.

The Contractor shall consolidate project management information from all site Contractors to support DOE on a monthly basis in reviewing project progression status, budget, cost and schedule.

The Contractor shall provide consolidated data to DOE in the form of schedules, reports, briefing materials, life cycle planning submittals, data calls, and other requests as assigned. The Contractor shall support DOE evaluation of risks and risk management for the project.

The Contractor shall support the oversight of an integrated lifecycle baseline review and analysis that includes logic-linked network schedules compatible for use by DOE in conducting DOE project risk management assessments and analyses for the integrated lifecycle project baseline.

The Contractor is responsible for coordinating with other site Contractors and consolidating information to ensure the integrated lifecycle baseline incorporates "cross-cutting" risks and risk management on a continuing basis.

C.3.3.3 Fiscal Planning, Analysis and Reporting

In support of DOE federal budget process, the Contractor shall provide support for budget and funding in all areas through planning, formulating information, analyzing, reviewing trends for impacts, providing projections and by performing funding and budgeting reconciliation (e.g., Spend Plan). Responsibilities include reviewing and analyzing existing and updated DOE guidance and policies and providing reviews and recommendations for compliance. Activities will include researching and responding to requests for information and reports from various levels within and outside of DOE. In support of DOE oversight of site contractor's financial management, the Contractor shall provide assistance in the evaluation of financial management information and documents.

Activities include, but not limited to the following items:

- Annual DOE-HQ Budget Requests and Briefings
- Fiscal Reports to Support Budget Formation
- Trend and Strategic Analysis (i.e., Identify actual costs and potential funding deficiencies)
- Funding Scenario and Cash Flow Projection Reports
- Perform Environmental Liability Audits and Reporting

- Pension and Post-Retirement Benefit Cost Analysis
- Proposals and Requests for Equitable Adjustments
- Monitor, validate and reconcile contractor monthly accrual submissions
- Monitor DOE direct cost, including electric power and gas
- Maintain Earned Value Measurement Performance Reporting in IPABS and PARS II systems
- Maintain staff tracking for integrated contractor/labor categories
- Perform detailed financial and labor audits of contractor invoices to identify deficiencies
- Consolidate invoice review comments/questions and coordinate contractor responses.
- Develop and coordinate invoice review forms and review packages for DOE approval
- Develop annual Work Authorizations and related estimates to allocate DOE direct costs to site tenants
- Perform financial data calls and reporting to support DOE requests
- Develop, evaluate, monitor and track Procurement Consent Packages

C.3.4 Environmental Safety and Health (ES&H), Quality Assurance (QA) and Field Services

The Contractor shall support the evaluation and oversight of contractor safety programs including the contractor's adherence to policies and procedures are of particular importance. The support requires the Contractor to support regulatory documentation and compliance (e.g., ES&H/QA Program Activity and Oversight Assessment Report), contractual requirements, perform requirements research and compliance interpretations, develop findings and observation recommendations, perform audits, assessments, surveillance and oversight to support full compliance for the mission of successful and safe D&D. The ES&H and QA support will require document reviews, reporting, investigations of accidents/incidents (e.g., Accident/Incident Investigation Report), trending of findings and observations, reviewing and analyzing ES&H/QA Corrective Action Plans and providing recommendations and follow up to ensure compliance. Impact analyses of current programs/projects regarding the issuance of new and/or revised Federal, State, Local or DOE publications shall be accomplished.

Activities include, but not limited to the following items:

- Support DOE scheduled audits and surveillances by providing Subject Matter Experts (SME) in the fields of **Earned Value Management System (EVMS)**, Radiation Safety, Industrial Hygiene, Chemical Safety, Fire Protection, Engineering, Industrial Safety and associated areas of the Integrated Safety Management System (ISMS) program.
- Based on PPPO procedures and schedule (e.g., Integrated Assessment and Surveillance Schedule) perform team assessments.
- Provide a Daily Status Report by project, including producing, reviewing and posting information for review by Contractors and DOE.
- Develop and distribute a DOE Weekly Summary Status Report by project, DOE Weekly Facility Representatives Report, and DOE Monthly Safety Statistics Report.

The Contractor shall be required to provide day-to-day support to assist DOE with its oversight activities of other site contractors' implementation of safety programs, including but not limited to 10 Code of Federal Regulations (CFR) 851, Worker Safety and Health Program; Integrated Safety Management System (ISMS); 10 CFR 835, Occupational Radiation Protection; DOE 0 458.1, Radiation Protection of the Public and the Environment, Nuclear Safety Management (10 CFR 830); and the DOE Occurrence Reporting and Processing System.

Activities include, but not limited to the following items:

- Support includes direct field observation and surveillance activities. Field Service personnel support DOE Facility Representatives by performing daily field observations, monitoring contractor activities, achievements and progress in meeting DOE objectives.
- Conduct trend analyses of ES&H/QA findings and observations and document results in monthly reports and participate in weekly Facility Representative Meetings.
- Cover ES&H/QA issues during weekly staff meetings.
- Assist with operational readiness activities, including participating in contractor Management Assessments and Readiness Reviews.
- Develop Lines of Inquiry (LOI) or Criteria Review Approach Documents (CRAD) for each assessment and surveillance.
- Provide input to the Annual Report to Congress in the form of a summary of site activities and reviews with the contractors and dispute resolution including compiling data for PPPO.
- Support PPPO in monitoring and reviewing field element and contractor implementation of DOE Orders and State of Ohio and other federal codes/standards (e.g., U.S. Environmental Protection Agency (EPA), U.S. Department of Transportation) to minimize risks to DOE, including technical review of PPPO and contractor correspondence support.
- Support with quarterly review, approval and tracking of contractor Start-up Notification Reports (SNR).
- Support with development, planning, and approval of DOE Readiness Plan of Actions, Implementation Plans and required level Readiness Assessments and Operational Readiness Reviews.
- Support accident investigations and accident investigation boards. Regulatory documentation and compliance includes, but is not limited to, oversight of the site contractor's regulatory compliance in the areas of site-wide permits, licenses, environmental standards, and milestones.

Field Service personnel perform field observations, evaluate work control documents, participate in development of contractor worker safety and health programs, provide daily project summary reports, and respond to issues in assigned areas including, but not limited to, the following:

- Work Packages
- Job Hazard Analysis
- Procedure Adherence
- Training Requirements
- Activity Hazard Analysis
- Engineering Evaluations
- Radiological Work Permits
- Technical Safety Requirements
- Accurate Supervisor /Station Logs
- Nuclear Safety Criticality Compliance
- Employee Participation and Feedback
- Radiological and Hazardous Material Controls

In the conduct of the work performed under this contact, the Contractor shall establish and/or maintain a Quality Assurance Plan (QAP) and Worker Safety and Health Program

(WSHP), and follow any Quality Assurance and Worker and Safety and Health requirements provided by PPPO as set forth in DOE Order 414D, *Quality Assurance*, and 10 CFR 851, *Worker Safety and Health Program*, respectively. Any subcontracts in support of this work shall require subcontractors to comply with the PPPO's QAP and WSHP.

Activities include, but not limited to the following items:

- Support PPPO in ensuring facilities, activities, and programs under contractor purview operate in compliance with requirements of the DOE Orders and contractor requirements documents.
- Support PPPO in ensuring contractors integrate safety management requirements into work planning and work execution, including participation in weekly planning meetings, attending PPPO functional area planning and review meetings and participation in weekly and monthly safety forums, area safety meetings and presenting PPPO safety statistics on a weekly basis.
- Compile data and produce the DOE Monthly Safety Statistics Report, DOE Monthly Total Recordable Cases Chart, DOE Monthly Days Away Restricted Transfer Chart and DOE Monthly Negative Trend Analysis Report.

C.3.4.1 Oversight of NDA Operations

Provide a full time NDA Engineer to perform day to day oversight of Portsmouth D&D Contractor (FBP) NDA field operations. This task is to perform field observations and provide documentation to build DOE's confidence that 1) NDA measurements are being performed in accordance with FBP's QSNDA-compliant NDA Program procedures, and 2) FBP has the ability to consistently identify quality control issues and errors during the work shift and take appropriate action.

The NDA Engineer will have extensive experience performing NDA measurements of GDP process piping systems with the Holdup Measurement System 4 (HMS4). The NDA engineer will perform daily walk downs and observations of FBP in-situ HMS4 piping measurements. The focus of the walk downs and observations is to gather data and information to demonstrate that FBP NDA field crews are 1) working in compliance with their NDA program requirements and procedures, 2) identifying any issues and errors during the work shift, and 3) taking appropriate action(s) for quality control. The NDA Engineer will work as part of the RSI ETSII Field Oversight Team and will cross train the Field Oversight Team on the NDA measurement systems. In addition to the required field oversight documentation, a detailed daily walk down/observation checklist will be developed for the NDA oversight activity based on FBP NDA Program procedures and other NDA program and technical documents for performing NDA measurements of piping and instrument lines using the HMS4 system. The completed checklists will be summarized weekly in a brief summary report for review with the PPPO Technical Staff. Period of performance is expected to commence April 1, 2015 and complete on September 30, 2015.

Work deliverables include the following:

- Develop detailed daily walk down/observation checklist,
- Develop standard format and content for weekly summary report, and

- Submit completed weekly summary reports and completed detailed daily walk down /observation checklists to PPPO Technical Staff.

C.3.5 Waste Management

The Contractor shall support the evaluation and oversight of waste management including regulatory documentation and compliance guidance, including, but not limited to, site-wide permits, licenses, environmental and waste regulations and standards, transportation documentation, contractual documentation, and contractual milestones. Other activities include reviewing and coordinating asset recovery/waste minimization, regulatory documents with all affected parties to include DOE, site contractor personnel and Federal, State or Local entities. The responsibilities include monitoring, tracking, and trending the waste management activities (e.g., Waste Management Activity Oversight, Assessment and Tracking Report), including treatment and storage permit requirements and modifications. Impact analyses of current projects/programs regarding the issuance of new and/or revised Federal, State, Local or DOE Directives shall be accomplished.

The scope includes reviews, reports and comment disposition of waste management documentation, potential on-site waste disposal cell documentation and construction, and coordination with Federal recovery requirements. This includes review of DOE Directives, site waste profiles and treatment plans, site management plans and procedures, forecasts and reporting (e.g., Radioactive Waste Disposition, Shipping Forecast and Accomplishment Analysis Report), quarterly and annual reports, waste management, packaging support and oversight include, but are not limited to, the inspection of packaging and items in staging areas for recycled or items in waste storage areas.

Transportation oversight through direct field observation and documentation verification will support DOE to ensure safety and regulatory compliance and verification of performance associated with transportation of materials, reuse, recycling and waste shipped off-site. Support will include reporting of compliance and noncompliance circumstances with regulatory and contractual conditions. This element includes observation, evaluation, and documentation for shipments via truck and rail transportation. Potential impact evaluations and recommendations on proposed transportation regulations and policies will be provided as well as support for independent regulatory audits and investigations.

C.3.5.1 On-site Disposal Cell (OSDC) Design and Construction

The Contractor will provide technical support and coordination to the DOE to manage pre-design geotechnical documents, siting and design criteria documents and the 30%, 60%, 90% On-site Disposal Cell (OSDC) Design Engineering packages for review and oversight as associated with D&D OSDC Design and Construction under the D&D Waste Management Program. This scope will include the following:

- Participate in technical and status summary meeting conducted with Ohio EPA.
- Facilitate and coordinate review of OSDC Design & Construction technical documents by appropriate DOE staff.
- Provide technical review of pre-design geotechnical documents, siting and design criteria documents and 30%, 60%, 90% OSDC design engineering documents.
- Ensure appropriate comments and responses bring DOE's documents to completion.

C.3.6 Regulatory Support

The Contractor shall monitor site contractor compliance with regulatory and contractual requirements. The Contractor shall be knowledgeable of all required updates to Federal, State and Local regulatory requirements and DOE Directives. Regulatory requirements pertaining to D&D include working with outside stakeholders to coordinate and recommend activities related to real property, archaeological survey and analysis of potential oil and natural gas reserves and historical surveys of farmsteads. Activities include evaluating and coordinating the review of regulatory documents and resulting recommendations with DOE, contractor personnel, consultants, and Federal, State or Local regulatory and community stakeholders. The scope effort includes reporting and documenting findings and overall administration of DOE's responsibilities under the D&D Director's Final Findings and Orders for Removal Action and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action (DDF&O). Oversight may require preparation and transmittal of correspondence and attendance of meetings to support compliance. Impact analyses of current programs/projects regarding the issuance of new and revised Federal, State, Local or DOE publications shall be accomplished.

Regulatory support will include oversight, project management and support to enable the successful transfer of real property to appropriate entities as required. Future reindustrialization of the site is being considered, therefore, the scope includes monitoring of the site wide environmental assessment, participation in public meetings and preparing and submitting appropriate documentation for support.

Included herein is the applicable list of regulatory requirements as the site moves through the D&D mission.

- Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)
- Consent Decree of 1989
- Consent Order 1994, revised 1997
- Director's Final Findings and Orders for Removal Action and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action (DFF&O)
- National Environmental Policy Act of 1969 (NEPA)
- National Historic Preservation Act of 1966 (NHPA)
- Nuclear Material Control and Accountability (NMC&A)
- Nuclear Regulatory Commission (NRC)
- Resource Conservation and Recovery Act of 1976 (RCRA)
- Toxic Substance Control Act of 1976 (TSCA)
- Annual Site Environmental Report (ASER)

C.3.7 Investment Recovery

The Contractor shall support the DOE in developing Investment Recovery (IR) as a component of the D&D and facilitating the implementation of IR during D&D. The primary objectives of IR are to establish D&D material reuse and recycle as possible alternatives to traditional land waste disposal and realize significant cost recovery benefit to the Government and regional economic base by recovering the valuable D&D materials as assets. The Contractor will provide support in accomplishing these broad objectives by drafting recommendations, developing cost-benefit analysis of alternatives and participating in meetings to develop strategies, plans and methods of potential IR accomplishment. Responsibilities include monitoring IR requirements and implementation and providing

stakeholder communication support for the SSAB and public outreach. In addition, responsibilities include assistance in facilitating actions toward the success of the community reuse program. Actions include preparation of briefings, presentations, graphical displays as well as facilitating the disposition of materials through the reuse program. Impact analyses of current projects/programs regarding the issuance of new and/or revised Federal, State, Local or DOE publications shall be accomplished.

The Contractor shall verify and validate the site contractor material database (e.g., Investment Recovery Activity Oversight, Assessment and Tracking Report), develop and recommend forecasts and IR targets, monitor regulations and funding requirements, and perform field oversight verification of the process.

C.3.8 Nuclear Material Management/Disposition and D&D Safety Basis

The Contractor shall be knowledgeable of required updates of Federal, State and Local regulatory requirements and DOE publications. The contract shall provide the following support for the D&D Project in the area Nuclear Material Management and Disposition:

- Project management baseline oversight
- QSNDA program implementation oversight and technical support
- QSNDA program execution oversight
- Technical and oversight support for the Criticality Incredible(CI) characterization of the Cat 2/3 Nuclear Facilities structures, systems, and components
- Criticality Safety Program oversight and technical support
- Nuclear Process Operations oversight

Contractor responsibilities include document reviews, invoice reviews, assessment and field walk downs, special data analyses, providing recommendations, development of reports, letters and other technical documents as required and performing turnaround assignments for special projects and unique applications.

C.3.8.1 NDA Assist Visits

1. The Contractor shall provide NDA subject matter experts (SMEs) to support the PPPO Nuclear Safety Oversight Lead and PPPO System Oversight Lead to perform an assist visit at the PORTS site. The purpose of the assist visit is to strategize with the FBP NDA program management and technical staff on potential ways to streamline/accelerate the initial commissioning of the FBP NDA measurement systems, optimize the collection of operations data to enable a quick transition from initial “weekly” to “monthly” periodic operation verifications of NDA measurement system calibrations required under QSNDA; and other potential process improvements. One –two additional meetings via conference call may be scheduled to address additional topics or follow-up, as requested by the PPPO Nuclear Safety Oversight Lead, PPPO Safety Systems Oversight Lead, Portsmouth Site Lead, or D&D Federal Project Director (FPD).

Deliverables include the following:

- Prepare plan and agenda for assist visit in consultation with PPPO Nuclear Safety Oversight Lead, PPPO Safety Systems Oversight Lead, PPPO Site Lead, PPPO D&D FPD and FBP.
 - Provide coordination and logistics support for the assist visit
 - Prepare meeting minutes to document discussions
 - Prepare draft assist visit report, route for factual accuracy and technical review, incorporate review comments from assist visit participants and prepare final report for PPPO approval
- 2) Contractor will provide subject matter experts/ senior technical staff experienced with the K-25/K-27 deactivation and criticality incredible (CI) characterization to support a series of meetings with DOE PPPO Project Management at PORTS. The purpose of the meetings are to strategize/develop approaches or process improvements to facilitate getting the X-326 to the CI end state more quickly than currently forecasted in the D&D Contractor integrated project schedule and identify modifications to the CI characterization approach that will be needed for X-333 and X-330.

Deliverables for include the following:

- Assist in developing agendas
- Provide coordination and logistics support
- Prepare meeting minutes to document discussions
- Prepare white papers or other documents/reports that are identified as needed during the meeting by the PPPO Nuclear safety Oversight Lead.
- Provide drafts of white papers, document/reports for DOE PPPO Project Management for review and comment
- Resolve comments and prepare final draft

C.3.8.2 NDA Operations Assessment

Perform an assessment featuring a comprehensive drill-down review and verification of NDA Batch Data Reports for the process and auxiliary piping, instrument lines and valves in two X-326 process cells selected in consultation with PPPO and PORTS NDA SME. This task is to perform a detailed quality review of FBP's analysis, reporting, validation, and change control of the NDA data. This task will provide documentation to validate FBP's program and assure that NDA measurements are being analyzed, reported, validated and revisions controlled in compliance with the requirements of QSNDA, FBP's NDA program, technical basis documents and procedures. This task will verify that FBP has the ability to consistently identify quality control issues and errors during the data analysis, reporting, and validation process and take appropriate actions. Batch Data Reports (BDRs) and Supplemental Data for all in-situ NDA measurements of the process and auxiliary piping, expansion joints, valves, and instrument lines within the two selected process cells will be reviewed and traced back to measurement methods, calibrations, and training.

Senior NDA Engineer and Subject Mater Experts will develop the assessment plan, lines of inquiry (LOIs), perform the quality review of the BDRs and Supplemental Data, and prepare the assessment report. Coordination and status reporting for this activity will be provided weekly via email and conference calls.

Deliverables for this activity include the following:

- Assessment Plan
- Lines of Inquiry
- Weekly coordination and status report via e-mail to PPPO technical staff.
- Cell Data Quality Review Reports, and
- Assessment Report

C.3.8.3 NDA Operations Independent Verification

The contractor shall provide the SME expertise to assist PPPO in utilizing ORISE to perform an independent verification of the NDA of the process and auxiliary piping, expansion joints, and instrument lines being characterized for Criticality Incredible (CI) throughout the X-326 building on the cell floor, cell bypass, wing bypass, unit bypass and operations floor.

This scope includes the following:

- Coordinate with ORISE to develop the Independent Verification objectives and approach for ORISE to 1) perform replicate NDA measurements for a statistically based sample of the in-situ HMS4 gamma measurements performed by FBP to characterize process and auxiliary system piping, expansion joints, and instrument lines for the Characterization and Criticality Incredible (CI) Project; and 2) perform the replicate NDA measurements (process and auxiliary piping, expansion joints, instrument lines and valves) within the two selected process cells reviewed under PWS C.3.8.3.
- Facilitate Data Quality Objectives (DQOs) so all parties are in agreement on the objectives and results analysis;
- Support the development of the ORISE QSNDA compliant plan and Implementing Procedures, focusing exclusively on HMS4 measurements and slab detectors;
- Support commission of the ORISE HMS4 instruments;
- Provide a single NDA Technician to support ORISE HMS4 activities.
- Provide an NDA Technician and Slab Neutron Detector for performing the statistically selected and cell replicate valve measurements (identified under PWS C.3.8.2.).

Deliverables include the following:

- Weekly coordination/status summary e-mail to PPPO Nuclear Safety Oversight Lead, Safety Systems Oversight Lead, and technical staff.
- Provide technical input and logistics support to ORISE, as requested by PPPO Safety Systems Oversight Lead for preparation of plans, procedures, commissioning documents, and reports.
- Support Set-up, execution, and review of performance demonstration tests for NDA instruments to be used in the independent verification

C.3.9 Environmental Restoration and Regulatory Compliance

Environmental Restoration (ER) responsibilities include providing DOE with regulatory documentation review and support, and compliance guidance including, but not limited to, site-wide permits, licenses, environmental regulations/standards, contractual documentation, and contractual milestones. Other activities include reviewing and

coordinating the regulatory documents with contractor personnel, and regulatory stakeholders and the community and evaluation of contractor work plans and technical documents. The review and oversight of the site contractor's submittals shall include reports such as the Quarterly Surveillance and Monitoring Reports, Quarterly Progress Reports, Annual Groundwater Reports, Annual Site Environmental Reports, Quarterly Radiological Discharge Monitoring Reports, Integrated Surveillance and Maintenance Plans, Environmental Monitoring Plans, Monthly National Pollutant Discharge Elimination System Reports, Burn Plans, Annual Leachate Management Monitoring Reports, and Air Emissions Reports.

Regulatory Compliance will support the evaluation of contractor project plans and regulatory documents. Oversight of contractor regulatory documentation and compliance includes, but is not limited to, site-wide permits, licenses, environmental regulations/standards, contractual documentation, and contractual milestones. Oversight includes support to compile comprehensive listings, evaluation and providing recommendations for site compliance documents and anticipated document receipt, and required review period to include comment resolution, revision, and final submittal.

In addition, the Contractor shall provide support activities during the development and establishment of the regulatory framework and process, such as data collection, assessment, and evaluation of reports (e.g., Regulatory Activity Oversight, Assessment and Tracking Report) and data, and organization and presentation of data. Impact analyses of current programs/projects regarding the issuance of new and revised Federal, State, Local or DOE publications shall be accomplished and documented in a report (e.g., Regulatory Report to Identify Issues, Corrective Actions and Resolutions).

The Contractor will assist DOE in the development and integration/consolidation, and quality of site-wide environmental and regulatory reports, actions, and responses from the site contractors, including, but not limited to, site-wide radioactive waste disposition and shipping forecasts, Five-Year Plans, performance metrics, trending, and analysis as required.

C.3.10 D&D Oversight and Infrastructure Support

The Contractor shall support DOE project management and contractual oversight by monitoring and evaluating site contractors work performance and assisting DOE in developing and monitoring the overarching master plan for the site. The plan will incorporate and integrate DOE's strategic vision for performing D&D and remediation, while servicing other site tenants and other stakeholders. The master plan will include maps and comprehensive site-wide facility and Solid Waste Management Unit (SWMU) lists, and facility transition status. The Contractor shall integrate information data, obtaining necessary documentation from the site contractors to ensure consistency and up-to-date, integrated information of the mission. Impact analyses of current projects/programs regarding the issuance of new and/or revised Federal, State, Local or DOE publications shall be accomplished.

As the DOE D&D mission progresses, many of the site facilities and infrastructure will move through phases going from being occupied and in operation, to unoccupied and shut-down, remediation, decontamination, and then finally demolition. The Contractor shall support DOE in accomplishing the mission whether it is to monitor and evaluate issues related to the occupancy and operation of the facility, facility surveillance and maintenance activities and oversight, or performance of the site demolition and remediation oversight (e.g.,

Infrastructure Activity Oversight, Assessment and Tracking Report). The Contractor shall review and support the facilitation of compliant document submittals to meet DFF&O milestones and requirements. The Contractor shall include compliance with regulatory and contractual requirements of site contractors. Requirements may include support for utility optimization, environmental management, nuclear regulatory compliance, waste management, waste packaging, health and safety, storage, traffic, and subcontractor management oversight. While many areas of this PWS may cross into this paragraph such as waste management and regulatory support, this paragraph identifies those specific infrastructure related activities.

Throughout the period of performance, the following areas will require support. The Contractor shall perform oversight of health, safety and regulatory compliance, field investigation, characterization and verification of performance (e.g., D&D Safety Basis Activity Oversight, Assessment and Tracking Report). Activities may be performed through direct field observation and documentation verification for Facility Surveillance and Maintenance; Field Services Support; Process Building D&D; Balance of Plant D&D; Site Contractor Support Work for Others; and other areas as assigned. ETS may include review and oversight of work authorizations and work performance packages of the site contractors. The Contractor shall ensure compliance with regulatory, contractual and work package documentation. Oversight may include photographic documentation of work activities.

The Contractor shall support DOE's effort to adequately define requirements and develop scopes of work for additional requirements or to align scope due to budget impacts. In addition, DOE may request support for developing government cost estimates for new or deleted requirements.

Special Projects may be assigned for ETS to be performed by the Contractor. Such activities shall be identified as required as decisions are made throughout the above defined process. Actions may include review and analysis of design and construction plans and related data. Future actions could include support for transfer of site facilities currently under lease to site tenants back to DOE. Funding may be provided for special projects and support to identify, track, monitor and report special activities when required.

C.3.10.1 Property Transfer

This work scope includes assisting DOE in compliance with the requirements applicable to property transfer, including, but not limited to, DOE Orders, NHPA, NEPA, CERCLA 120(h), and other federal requirements as needed. This work scope includes general oversight, project management functions, and technical support to enable the transfer of real property from DOE to other appropriate entities pursuant to 10 CFR 770, and/or the assignment of easements pursuant to the Atomic Energy Act § 161(g).

Technical support areas for property transfer include:

- Screening proposed real property actions against existing NEPA documents, including categorical exclusions and the EA for reuse (in development).
- Preparation of CERCLA 120(h) or equivalent environmental baseline information to support real property transfer, including environmental due diligence research, such as title and deed research, spill and release records review, and risk analysis efforts using data provided by DOE or its contractors to demonstrate suitability to transfer. This also

- includes coordination with EMCBC on transfer documentation content and suitability for submittal to DOE-HQ.
- Participation in the DOE-HQ Property Transfer working group to provide information on the status of Portsmouth activities and to seek guidance on transfer topics of interest, such as lessons learned, applicable to PPPO sites.
 - Provide information to DOE on additional NEPA reviews that may be needed, including their scope and content, if the existing documentation is not sufficient to support a proposed property transfer.
 - Coordination with EMCBC on real property aspects of transfer, including work on metes and bounds surveys, property appraisals and real property law interpretation as pertains to real property transfers and easement assignments.
 - Periodic support and assistance to Southern Ohio Diversification Initiative (SODI) in the areas of transfer package development, including assistance in responses to DOE comments on future plans, economic projections, and other details that may be needed to further a transfer package at DOE-HQ.

C.3.11 Technical and Administrative Services

The Contractor shall provide a wide range of support to DOE. Included in technical and administrative services are those support services which may not fit into another section of the PWS. These services may be general in nature, occurring intermittently or occurring regularly to support the DOE mission. Administrative services related to other PWS areas shall be supported. Support services may be technical and administrative to include document control, and Records Management functions to include, but not limited to, planning, oversight (e.g., Technical and Administrative Services Activity Oversight, Assessment and Tracking Report), evaluating, advising, reporting (e.g., Technical Evaluation Report), monitoring, integrating and management.

The Contractor shall consider Green and Sustainable Remediation (GSR) practices across all PWS in support of Contractor's oversight role for DOE. The Contract shall establish GSR program requirements and assure staff is trained for performance across all PWS. The Contract shall also implement GSR practices when they reduce costs, expedite project schedules, minimize risk, and maximize effectiveness directly within facilities or assets directly assigned to Contractor.

C.3.11.1 Reviews, Audits, Assessments and Documentation

The Contractor shall perform reviews, audits, and assessments as requested by DOE. The Contractor's responsibilities, as assigned, will include technical and cost analysis of proposals, claims, or requests for equitable adjustments. The analysis and documentation may include reviewing outside audits and cost recommendations. The requirement will include researching, developing, monitoring and filing official documentation required to complete the proposal, claim or modification action. Contract close-out activities related to scope evaluation, document preparation, accrual and invoicing research, technical and cost analysis and recommendations shall also be accomplished.

The Contractor may also be assigned to prepare, edit, audit, proofread, format, graph, calculate, evaluate or manage files containing site-wide program/project plans, work plans (e.g., Contractor Oversight and Administration Program Implementation Plan), milestones, invoices (e.g., Invoice Audit/Review Report), contractual processes, safety plans and procedures, regulatory verification and compliance issues, remediation plans or other

documents as assigned, including time-sensitive deliverables related to the D&D project or site contractors.

The Contractor shall support and assist DOE with other contract management activities as required. Site-wide contractor invoices shall be reviewed for accuracy and contract compliance. Evaluation includes coordination through to invoice approval. Contract deliverables shall be evaluated and verified for contract compliance and recommendations shall be developed and presented to support acceptance or signatory decisions. Support for other contractual requirements include Award Fee Plans and evaluations, Earned Value Management System (EVMS) submissions (e.g., EVMS Variance Report), letters and directions, certifications, annual work plans, program management baselines and subcontracts.

The Contractor shall support DOE efforts to adequately define requirements and develop scopes of work for additional requirements that may be identified. In addition, DOE may request support for developing government cost estimates for any new requirements.

The Contractor shall support and assist DOE in the evaluation and implementation of GRS and Innovative Technology practices. The Contractor responsibilities, as assigned, will include:

- Technical and cost analysis of proposal to ensure GSR practices has been adequately considered by the D&D and FSS contractors.
- Perform feasibility studies and conceptual designs for the implementation of GSR innovative technologies.

The Contractor shall provide contracting specialists with working knowledge of the Federal Government acquisition process and regulations including working knowledge of the FAR, DEAR, FAR/DEAR supplements and Government contracting (i.e. Cost Reimbursable (CR), Firm Fixed Price (FFP)) to support the Portsmouth procurement staff. Activities include, but not limited to the following items:

- **Conduct procurement assessments and provide strategic recommendations for challenges encountered in contract administration and the alignment with the performance measurement baselines including review thresholds and review requirements.**
- **Prepare, organize and maintain contract records and files (both hardcopy and electronic) documenting performance and compliance of each prime contractor.**
- **Provide procurement support to contracting officers (CO) and contracting officer representatives (COR) in all areas of contract management including the development and review of documents supporting the contract administration process, business clearance process, award/incentive fee process, invoice review process, and subcontract consent process.**
- **Generate reports required to document contract compliance and/or concerns.**
- **Assist with cost analysis and other activities for proposals and contracts.**
- **Provide support for data calls from DOE-HQ and other agencies.**
- **Provide recommendations on contract management strategies, policies, and other contractual issues in support of the PPPO contracting officers.**

C.3.11.2 Administrative Services

C.3.11.2.1 Daily Operations

In support of DOE daily operations of site contractor management and oversight, the Contractor shall provide administrative support services to accomplish the daily operation and execution of DOE's responsibilities for the D&D project. Support services include, but are not limited to, mail delivery, printing, courier services, records management, preparation for briefings, public presentations, and search, review, reproduction and distribution of such documents, both electronically (soft copy) and physically (hard copy). This administrative support may include the following:

- Preparation, proofreading, formatting and technical editing of all applicable correspondence and documents generated at the site.
- Provide graphical expertise to the DOE Program Office for DOE-HQ presentations and other public meetings.
- Provide guidance for and oversight of the Administrative Consent Order Administrative Records (ARs), CERCLA ARs, AR Files, and Information Repository. The CERCLA AR and AR files are to be maintained under CERCLA for the D&D/Remedial Action Project. To the extent practicable, the CERCLA AR will be consistent with and coordinated with the existing AR established in support of the Administrative Consent Order.
 - AR Support
 - Processing, quality checking, verification and filing (electronic and paper)
 - Derivative Classification Officer Clearance
 - Environmental Information Center AR file review
 - AR Index Pre-Proposed Plan Review Preparation
 - AR File Prep for Decision Document (two Records of Decision (ROD))
 - Quarterly Resource Conservation and Recovery Act of 1976 (RCRA) Index Review

C.3.11.2.2 General Office Support

In support of DOE daily operations of site contractor management and oversight, the Contractor shall provide general office support to DOE site staff, DOE site management and other site tenants as required. This administrative support includes the following:

- Mail pick-up and distribution.
- Order and control office supplies.
- Track and update telephone listing.
- Maintain the Portsmouth Site D&D Library and other such libraries (e.g., NEPA, and NHPA).
- Greet and direct visitors to appropriate DOE personnel. Facilitate visitor access support requirements for DOE visitors as required.
- Coordinate scheduling, Federal Automotive Statistical Tool reporting, and maintenance of DOE fleet vehicles.
- Answer DOE telephones, make public address announcements, record and deliver messages.
- Conduct training and orientation for new hires and other office personnel, as needed.
- Schedule conference rooms and maintain DOE staff calendars.
- Track, scan, develop work flows, and file all incoming and outgoing correspondence.
- Prepare DOE travel vouchers, including travel plans, reservations, and expense reports.
- Provide administrative support to the Program Management office for ETS contract implementation.

- Update organizational charts, responsibility assignment matrix, and project oversight assignments.
- Integrated Project Team (IPT) support to include coordination, agendas, minutes, and action tracker.
- Plan of the Week coordination and agenda.
- Reconciliation of DOE documents for Livelink, record retention, storage or disposition for a document.
- Provide administrative support for the Portsmouth Shared Site process including coordination, agendas, and minutes.
- Prepare and disseminate field services summary reports.
- Provide support for the Management Tracking System, including entering information, status updates and provide daily reports.
- Support the development and dissemination of the daily turnover report.
- Support resolution of the file backlog and shipment of files to Consolidated Business Center (CBC).

Site tours, visits and demonstrations shall be conducted as required for Federal, State, or local dignitaries, managers and students.

The Contractor has complete responsibility for achieving the quality level required for documents submitted to DOE.

The Contractor shall identify specific roles and responsibilities, interfaces, and points of contact for their organization.

C.3.11.2.3 Record Management

In support of DOE daily operations of site contractor management and oversight, the Contractor shall provide support services necessary to conduct Records Management functions in accordance with Title 44 USC, Chapters 21, 29, 31, 33 and 35; and 36 CFR, Chapter 12, Subchapter B (Records Management); DOE O 243.1A (Records Management Program), DOE O 243.2 (Vital Records), DOE O 471.3 (Identifying and Protecting Official Use Only Information), DOE M 471.3-1 (Manual for marking OOU), and specific PPPO policies and procedures for both unclassified and classified records. These functions include, but are not limited to, work associated with the creation/receipt, maintenance/use and disposition of records:

- Maintain active file support and maintenance, including record/non-record determinations, proper file series assignments, shepherding records into established files and disposition of records no longer needed in active holdings. Conduct an annual review of files eligible for destruction.
- Develop spreadsheets, charts, or data which provides tracking documentation for the various records management/document management activities performed.
- Assist with records management activities; such as file plan development/reviews, review of policies/procedures, revising of various reports, fact sheets, updating of databases, spreadsheets (i.e., excel format), electronic records management/document management system, and developing/updating of training materials, if required.
- Perform inventory and categorization/file plan maintenance and/or modifications.
- Implement the PPPO file system for electronic and paper records (active/inactive).
- Organize, analyze and interpret active and inactive records to assess their retention based on the DOE Records Disposition Schedules and the PPPO File Plan.

- Scanning services may be needed; these services include documentation preparation, scanning and quality control checks.
- Preparation of records disposition transferring documentation when records are eligible for long-term or permanent storage.
- Perform reference services of active and inactive files for record searches; retrieve records from on and off site storage facilities, including electronic system in support of requests for information (i.e., Freedom of Information Act, Privacy Act, litigation, etc.).
- Other records activities include lifting and stacking boxes, pulling and moving folders, assembling boxes, assisting customers in locating records, refilling of records, and creating labels.

The Contractor shall be responsible for the Administrative Record (AR) to ensure it is maintained consistency and in accordance with the September 20, 2010 “Revised Guidance on Compiling Administrative Records for CERLCA Response Actions” and that all regulatory documents and correspondence required by the AR are incorporated.

The Contractor shall perform document management and tracking functions to support DOE; these functions include, but are not limited to, correspondence tracking, configuration control, routing, coordinating, filing and tracking documents to ensure timely receipt/response of all site contractor reports, requirements and submittals. The Contractor shall submit weekly summary reports of incoming and outgoing documents and a monthly site-wide summary report forecasting upcoming deliverables and regulatory requirements.

All records generated during the contract period of performance shall comply with the above requirements for managing records in all formats, including early capture and control throughout their lifecycle. The Contractor shall develop and submit a Records Management Plan and Procedures that shall be written to show a clear understanding of the Records Management regulations/requirements, including specialty categories like electronic, email, audiovisual, quality assurance, vital records, management of classified records, official use only records, Privacy Act records, etc. Receive metrics for tracking records management activities, performance and recommendations for transition from prior contractor. The plan shall be reviewed and approved by the Contract Officer (CO) or designee (i.e., PPPO Records Management Field Officer at the Environmental Management Consolidated Business Center (EMCBC)).

The Contractor shall develop and maintain other database systems in support of the DOE mission activities as requested.

C.4 CONTRACTOR ACCESS TO GOVERNMENT FACILITIES

Contractor clearance investigations shall be conducted for full-time employees as required that require daily access. Certain facilities may require clearances of either Q (Top Secret Restricted Data) or L (Confidential Restricted Data) as identified. If required, the Contractor shall request Security Clearance Investigations for facility access. Occasional access to the general office building may be granted for limited time periods if Contractor personnel sign-in as a visitor and are accompanied by an escort.

C.5 SECURITY

The Contractor shall be restricted to certain areas until the applicable security clearances are obtained. At that time, access to certain facilities or documents may be granted on a case-by-case basis at the discretion of the Government. Contractor management and staff

shall be required to apply for, receive and maintain appropriate security clearances for document and computer access as well as facility access. Below are the Security Clearance requirements by labor classification:

Labor Classification	Security Clearance Post Award
Program Director	Q
Senior Project Manager	Q
Certified Project Manager	Q
Senior Engineer	Q
Program Analyst	L
Admin Assistant II	L
Senior Waste Engineer	Q
Project Planning Specialist	L
Construction Management Specialist/Engineer	L
Construction/Fire Protection Safety Specialist/Engineer	L
Lead Scheduler	L
Cost Estimator	Q
Project Controls Engineer	L
Safeguards/Security Specialist	Q
Subject Matter Expert	L or Q as applicable for assignment
Senior Regulatory Specialist	L
Regulatory Specialist	L
Senior Environmental or Civil Engineer or Physical Scientist	L
Process/Facility Engineer (Industrial/ Mechanical/Nuclear)	Q
Nuclear Safety Engineer	Q
Certified Safety Professional	L
Nuclear Criticality Engineer	Q
Fire Protection	L
Certified Health Physicist	L
Document Control Specialist	Q
Senior Technical Writer/Editor	L
Technical Writer/Editor	L
Senior Certified Industrial Hygienist	L
Public Affairs Specialist	L
Graphics Designer	L

Senior QA Specialist	L
QA Specialist	L
Field Technician	L

C.6 REPORTING REQUIREMENTS

The contractor shall provide reports and other requirements in accordance with Section J, Attachment 3.

C.7 CONTRACTOR IDENTIFICATION WHILE ON A DOE INSTALLATION

On-site contractor personnel working within Government facilities on a continuous basis, part-time or full-time, must be recognizable as contractors while in government facilities. This may be accomplished by wearing of appropriate identification badges (to be issued by PPPO) as applicable by site location. Additionally, contractor personnel whose duties include answering telephones at Government work sites shall identify themselves as contractor employees.

C.8 CONTRACTOR EMPLOYEE TRAINING

Contractor’s Responsibility: The contractor shall provide fully qualified and trained personnel from its own resources to support PPPO requirements. The contractor is responsible for ensuring that employees remain cognizant and knowledgeable of emerging and proven technologies applicable to the work to be performed under the task order.

Mandatory Training: The contractor shall ensure that all employees attend DOE-provided security and/or safety training, as directed by the DOE COR or site Safety Officer or representative (usually within 30 days of the first date of performance on this contract and at least once annually thereafter). The Contractor shall ensure that every employee is instructed to safely and competently perform the work.

C.9 DELIVERABLES AND REPORTS

The Contractor shall provide deliverables and reports as defined in Section J, Attachment J-3. If required, the deliverables shall be provided to DOE in sufficient time for review before the document is to be delivered to any required outside entities. All documents shall be delivered in soft copy and hard copy if required.

C.10 GOVERNMENT FURNISHED PROPERTY

The Government will provide computer, software, and support required to work under this PWS.

Government Item	Quantity
1. DOE Portsmouth- PPPO office space – 6’ x 6’ (36 sq ft)	1 per individual
2. Government owned computer system	1 per individual
3. Telephone service	1 per individual

The Government shall provide the contractor's personnel with access to the DOE network and project management and controls application software (Primavera).

Any Government-furnished personal property to be provided for use by contractor employees for work under this contract will be controlled by the DOE Property Personnel responsible for the property at PPPO.

C.11 TRAVEL

The Contractor is expected to have personnel physically located at the PPPO office in Piketon, Ohio to perform the requirements of the contract. DOE will limit reimbursement of Contractor employee's travel cost on extended personnel assignments thirty (30) days after contract award consistent with Federal Travel Regulations, DOE Travel Manual DOE M 552.1-1A, and any DOE supplementary policies. Lodging will be limited to actual expenses, and together with other subsidies, the total will be limited to 55% of the Federal per diem rate. Subject to the approval of the Contracting Officer, DOE will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for Contractor employees on extended personnel assignments after one (1) year from the date of contract award.

Contractor personnel will be required to periodically travel between PPPO sites in Paducah, Piketon, and Lexington.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identify 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(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 DOE-E-1001 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

E.2 REPORTS/DATA

In addition to all other forms and conditions of this contract, the total price is based upon delivery and acceptance of all reports/data required by the contract.

E.3 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE Revision 1

F.1 CONTRACT TERM (MOD 014)

The contract term is as follows:

- (1) Contract Transition Period: 0 through Not-to-Exceed 30 days after the Effective Date of the contract.

After completion of the transition activities contained in the approved transition plan and such other transition 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 the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO in the Notice to Proceed (NTP).

- (2) Base Period: 2 through 36 Months after NTP date of 10/1/2013.
- (3) Option Period 1: 37 through 60 months after NTP date of 10/1/2013.

F.2 EXERCISE OF OPTION

In accordance with Section I clause, FAR 52.217-8 "Option to Extend Services" (Nov 1999) and Section I clause, FAR 52.217.9 "Option to Extend the Term of the Contract" (Mar 2000), the Department of Energy has included one option period to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option(s), the Contracting Officer may consider: (1) the quality of the Contractor's performance under this contract, (2) if sufficient funding is available, (3) whether the requirement covered by the option fulfills an existing Government need, (4) whether the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered, (5) the option was synopsised in accordance with FAR Part 5 unless exempted by 5.202(a)(11) or other appropriate exemptions in 5.202; and (6) the contractor is not listed on the Excluded Parties List System (EPLS).

F.3 PRINCIPAL PLACE OF PERFORMANCE

The principal place(s) of performance shall be the Portsmouth GDP in Piketon, Ohio.

F.4 DELIVERABLES

The Contractor shall provide the plans, reports, and records specified in Section C – PWS in accordance with the schedule requirements specified Section J, Attachment 3- "Deliverables List" of this contract.

F.5 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further

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

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES (MOD 007)

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

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer Representative (COR), see below paragraph (d) with an information copy of the correspondence to the DOE Contracting Officer, see below paragraph (c).
- (b) Other Correspondence. All correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR.
- (c) DOE Contracting Officer:
U.S. Department of Energy, Portsmouth/Paducah Project Office
Attn: Daniel Burke
Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive
Lexington, KY 40513
Email: Daniel.burke@lex.doe.gov
- (d) DOE COR:
U.S. Department of Energy, Portsmouth/Paducah Project Office
Attn: Joel Bradburne
Department of Energy
Portsmouth/Paducah Project Office
P.O. Box 700
Piketon, OH 45661
- (e) The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause entitled "Technical Direction" located in Section H.
- (f) Technical Reports. Procedures for technical reports are described in Section D of the contract.
- (g) Subject Line(s). All correspondence shall contain a subject line commencing with the task order number and appropriate task order number, as illustrated below:

"SUBJECT: Contract No. DE-EM0002639

(Insert subject topic after contract number – (e.g., "Notification of Address Change").

G.2 BILLING INSTRUCTIONS

Contractors will use Standard Form 1034 *Public Voucher for Purchases and Services Other Than Personal* located at <http://www.gsa.gov/portal/forms/type/SF> when requesting reimbursement for the services performed under this contract. With the approval of the Contracting Officer, the Contractor may submit vouchers as frequently as every two weeks.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://vipers.oro.doe.gov/>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(a) Supporting Documentation

(1) Cost Reimbursable Billing Costs

- i. The voucher must include a statement of cost and supporting documentation for services rendered for each CLIN specified in Section B. This statement should include, as a minimum, a breakout by cost element of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- ii. Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- iii. Costs 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.

G.3 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when DOE receives a defective or improper invoice.

Restoration Services, Inc.

1 Flannigan Loop Road

P.O. Box 5177

Oak Ridge, TN 37831

Attn: Staci Ferguson

G.4 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

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

New Year's Day

Martin Luther King, Jr. Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-1051 CONSECUTIVE NUMBERING (MAY 2009)

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

H.2 KEY PERSONNEL (JULY 2011)

(a) Introduction

Key Personnel are considered essential to the success of all work being performed under this contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "DEAR 952.215-70 Key Personnel," for the Key Personnel Team, requirements for changes to Key Personnel, reductions in available fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "DEAR 952.215-70, Key Personnel," Key Person(s) are considered managerial personnel.

(c) Definitions

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

(d) Contract Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Program Director (the initial Program Director or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by \$100,000 for each and every occurrence of a change.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Director (any initial Key Person or *any* substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, Available Fee described in Section B, may be permanently reduced by \$50,000 for each and every occurrence of a change.
- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in Available Fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in Available Fee.

(e) Key Personnel for this Contract

The Key Personnel for this contract are identified below. This list will be amended during the course of the contract to change Key Personnel as approved by the Contracting Officer.

NAME	TITLE
Mike Logan	Program Director
Rosemary Richmond	Regulatory Support, Environmental Restoration, and Regulatory Compliance Manager
Karl Shuler	D&D and Waste Management Manager
Kathleen Howe	Nuclear Material Management Manager
Noah Lawson	Environmental Safety & Health, Quality Assurance and Field Services Manager

H.3 DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J-6.

H.4 NONDISPLACEMENT OF QUALIFIED WORKERS

- (a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.
- (b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor

contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

- (c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.
- (d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States."

H.5 NONSUPERVISION OF CONTRACT EMPLOYEES ON GOVERNMENT FACILITIES

The Government shall not exercise any supervision control over Contractor employees performing services under this task order in any manner that may constitute the established of an "employer-employee" relationship. The Contractor's employees shall be accountable solely to the Contractor's management, who in turn is responsible to the Government.

H.6 DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing

neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three (3) independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within thirty (30) days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 - (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after thirty (30) days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may precede in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.
- (d) The Contractor shall continue performance of the contract during any activities performed or actions taken as described above.

H.7 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

- (a) The parties recognize that DOE has entered into contracts with different prime contractors for the management and operation and/or remediation of facilities at the PPPO facilities. The Contractor hereby agrees that while it is performing work at PPPO sites, it shall comply with applicable Federal, state and local laws, regulations, DOE orders and directions, and with the standards and procedures of the DOE contractors performing on the sites with respect to health, safety, environmental, quality assurance, and safeguard and security matters. The Contractor acknowledges that the performance by the DOE contractors performing on the sites is not intended to and does not reduce the Contractor's obligations, responsibilities, and/or accountability to DOE or any regulatory agency, including judicial body, responsible for audit, licensing, permitting, or other administrative review or adjudication capacity.
- (b) The Contractor agrees to cooperate fully and in good faith with DOE and its other contractors to perform its contractual obligations, including providing support in the evaluation of the DOE contractors' programs, procedures, systems, processes, and policies regarding health and safety, housekeeping, environmental requirements, radiation protection, security, quality assurance, industrial hygiene, criticality safety,

and related operations. In providing support for performing such evaluations, the Contractor agrees it will permit access by the DOE contractor(s) to documents relating to the foregoing which pertains to the individual DOE contractor, including but not limited to policies; procedures; operating instructions; manuals; training programs; qualification of employees consistent with the Privacy Act; quality assurance program; accident reports; insurance reports and claim files; and reports whether generated by the Contractor, subcontractor, prospective subcontractors, or a third party relating to such matters.

- (c) The Contractor acknowledges that the contracts that govern the work performed by other DOE site contractor(s) authorize them to, under specified circumstances, suspend work of the Contractor or deny the Contractor access to the Government's facilities. The Contractor agrees to comply with any such DOE site contractors' direction and notify the CO and COR immediately thereafter.
- (d) The Contractor agrees to include in all subcontracts that may include on-site work under this contract, a clause which will obligate such subcontractors to comply with the provisions of this clause and to impose these obligations on all their subcontractors or suppliers, at any tier, which involve performance of work on-site. As used in this clause, subcontractor(s) and subcontract(s) include such at any tier.

H.8 RELEASE OF INFORMATION

Any proposed public release of information by the Contractor including publications, exhibits, or audiovisual productions pertaining to the work called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to DOE - PPPO, Office of Public Affairs, P.O. Box 3090, Lexington, Kentucky 40513. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information.

H.9 CONFIDENTIALITY OF INFORMATION

- (a) 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 agree 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 his 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.

- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he 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.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of 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.
- (d) 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 to 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.
- (e) This clause shall flow down to all subcontracts.

H.10 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 PWS.
 - (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 PWS;
 - (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."

H.11 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions 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.12 SUBCONTRACTS

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244-6, "Subcontracts for Commercial Items (DEC 2010) Alternate I (June 2010)," the Contractor shall ensure that:
 - (1) They contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the contract;

- (2) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Offeror clause are received); and
 - (3) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allow-ability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.13 MAJOR OR CRITICAL SUBCONTRACTS - DESIGNATION AND CONSENT

The following subcontractors have been determined to be major or critical subcontractors:

Tetra Tech, Inc.

CH2MHill, Inc.

The above major subcontracts do not require notification to, and consent by, the Contracting Officer unless they exceed their initial estimated value. All other subcontracts require notification to, and consent by, the Contracting Officer **if the subcontract value exceeds \$150,000** regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated. The Contracting Officer may unilaterally designate additional subcontracts as “critical” without such action constituting a basis for adjustment to any other terms of this contract.

H.14 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;

- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.15 LOBBYING RESTRICTION (CONSOLIDATED APPROPRIATIONS ACT, 2012)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C.1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.16 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- (a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:
 - (1) Is or is suspected of being, a terrorist;
 - (2) Is the subject of an outstanding warrant;
 - (3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
 - (4) Has presented false or forged identity source documents;
 - (5) Has been barred from Federal employment;
 - (6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
 - (7) Is awaiting or serving a form of pre-prosecution probation, suspension or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (b) The Contractor shall assure:
 - (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

- (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE – owned or leased facilities.

H.17 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. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

H.18 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the contractor, dated October

15, 2012 made in response to Solicitation No. DE-SOL-0003603 is hereby incorporated into this contract by reference.

H.19 STANDARD INSURANCE REQUIREMENTS (NOVEMBER 2011)

In accordance with FAR clause 52.228-7, entitled, *Insurance – Liability to Third Persons*, the Contractor shall carry the following kinds and minimum amounts of insurance during the performance of this Contract:

- (a) Worker's compensation and employer's liability insurance:
 - (1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.
 - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

Proof of all required insurance shall be provided to the Contracting Officer prior to the commencement of work

H.20 WORKER SAFETY AND HEALTH PROGRAM (NOVEMBER 2011)

- (a) 10 CFR 851 sets forth the worker health and safety requirements for the conduct of contractor activities at DOE sites. A "DOE site" means a DOE-owned or -leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a contractor in furtherance of a DOE mission. A "Covered workplace" means a place at a DOE site where a contractor is responsible for performing work in furtherance of a DOE mission.
- (b) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Plan (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 DOE for approval within 10 days of the contract award date . 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 environmental, health, and safety regulations. The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees. 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.

- (c) The Contractor shall immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer's Representative. Upon request, the Contractor shall provide a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for its DOE facilities to the Contracting Officer's Representative.
- (d) The Contracting Officer will notify the Contractor, in writing, of any noncompliance with the terms of this clause, plus the corrective action to be taken. After receipt of such notice, the Contractor shall immediately take corrective action.
- (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, a start order for resumption of the work may be issued at the discretion of the Contracting Officer. The Contractor shall not be entitled to an equitable adjustment of the Contract amount or extension of the performance schedule on any stop work order issued under this special Contract requirement.

H.21 QUALITY ASSURANCE PROGRAM (NOVEMBER 2011)

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) in accordance with DOE Order 414.1D, Quality Assurance, Attachment 1, Contractor Requirements Document (CRD); 10 CFR 830, Subpart A, for nuclear work; the EM Quality Assurance Program, EM-QA-001; and associated DOE directives (i.e., Policies, Guides, Manuals and Orders), prior to commencement of work affecting nuclear safety. Although DOE Order 414.1D allows 90 days, the QAP shall be submitted to DOE for approval within 60 days of the contract award date. DOE approval must be documented prior to commencing any work under the contract.

Contractors have three options for complying with this contract requirement:

- (1) Adopt the prior Contractor's DOE-approved QAP and resubmit for DOE approval;
- (2) Modify the prior Contractor's DOE-approved QAP and submit it for DOE approval; or
- (3) Develop and submit for DOE approval a new QAP.

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

The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA). EM requires that American Society of Mechanical Engineers (ASME) NQA-1, 2008, Quality Assurance Requirements for Nuclear Facility Applications with the NQA-1a-2009 addenda, be implemented as part of the Contractor's QA Program for work affecting nuclear safety. However, EM also allows for the use of other standards that provide an equivalent level of safety and quality using the variance process in EM-QA-001. The required portions of NQA-

1 to be implemented include: Introduction, Part I, and as applicable, portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

The Contractor's QAP shall describe the overall implementation of the QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health). Regardless of the performer of the work, the contractor is responsible for complying with the requirements of the CRD. The contractor is responsible for flowing down the requirements of the CRD to subcontractors at any tier to the extent necessary to ensure the contractor's compliance with the requirements and the safe performance of work. The Contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of subcomponents only from original equipment manufacturers (OEMs) or OEMs authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier.

The Contractor shall develop, implement, assess and continuously improve the QAP to implement the QA criteria, Suspect/Counterfeit Items (SC/I) prevention requirements and Safety Software requirements, as defined in the CRD, using a graded approach and describing how the QA criteria and graded approach are applied. The QAP must be integrated with other quality or management system requirements in applicable DOE directives and external requirements, including DOE P 450.4, DOE Safety System Management Policy. The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes (other than editorial changes that do not reduce or change commitments per DOE O 414.1D) shall be submitted to DOE for approval, and all changes shall be approved before implementation by the Contractor.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of quality or safety-related issues identified within 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, reviews for reporting to DOE, through completion of effectiveness reviews if required, based on the seriousness of the issue.

The Contractor shall perform activities in connection with a nuclear facility, as defined by Title 10 Code of Federal Regulations (CFR) 820, Procedural Rules for DOE Nuclear Activities; Title 10 CFR 835, Radiation Protection; and Title 10 CFR 830, Nuclear Safety Management, specifically Section 830.3. The requirements of 10 CFR Part 830 Subpart A shall apply to all work affecting nuclear safety.

H.22 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (JULY 2011)

- (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.

H.23 PERFORMANCE GUARANTEE AGREEMENT (JULY 2011) (RESERVED)

H.24 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (JULY 2011) (RESERVED)

H.25 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) That 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) After selection by the Government of any successor contractor, the Contractor and such successor contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor contractor will assume responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.
- (c) This clause shall apply to subcontracts as approved by the CO.

H.26 ACCESS CONTROLS FOR VISITING MINORS (MOD 017)

Access of minors to PPPO areas and facilities controlled for radiologic purposes is not permitted for minors under the age of 18 under any circumstance. Visiting minors may only be permitted into Controlled Access Areas when approved by the PPPO Health Physicist, the appropriate Site Lead and the PPPO Deputy Manager and Manager, or Designee. Such approval shall be documented in writing. Visiting minors must be accompanied by, and under the supervision of, a parent, legal guardian or chaperone. In addition, a Parental applicable to works, who are under the age of 18, including U.S. Department of Energy (DOE) contractors and their subcontractors and persons working under DOE grants.

H.27 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (MOD 023)

The Contractor agrees that:

- a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not

supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

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

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

H.28 CONFERENCE MANAGEMENT (AUG 2015) (AL 2015-09) (MOD 025)

The Contractor agrees that:

a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/EM's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/EM 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) The definition of a conference is provided below:

1) **General Definition.** "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 fact based determination based on an evaluation of the criteria established in this attachment.

2) **Additional Indicia of Conferences.** 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.

3) 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.

4) 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 1 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:

i) Meetings necessary to carry out statutory oversight functions. This exemption would include activities such as investigations, inspections, audits, or non-conference planning site visits.

ii) 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.

iii) 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.

iv) Formal classroom training which does not exhibit indicia of a formal conference as outlined above.

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

- 1) Conference title, description, and date
- 2) Location and venue
- 3) Description of any unusual expenses (e.g., promotional items)
- 4) Description of contracting procedures used (e.g., competition for space/support)
- 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
- 6) Number of attendees

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

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

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

- i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
- 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

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

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

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

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.

SECTION I - CONTRACT CLAUSES

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

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

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

<http://professionals.pr.doe.gov/>

CLAUSE NO. AND TITLE	Fill-In Information See FAR
I.2. FAR 52.202-1 DEFINITIONS (JAN 2012)	
I.3. FAR 52.203-3 GRATUITIES (APR 1984)	
I.4. FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)	
I.5. FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	
I.6. FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)	
I.7. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	
I.8. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (OCT 2010)	
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 (APR 2010)	
I.11. FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)	DOE IG HOTLINE POSTER: http://energy.gov/ig/downloads/office-inspector-general-hotline-poster
I.12. FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)	
I.13. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER (MAY 2011)	

I.14.	FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)	
I.15.	FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	
I.16.	FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)	
I.17.	FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)	
I.18.	FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)	
I.19.	FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)	
I.20.	FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)	
I.21.	FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)	
I.22.	FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (AUG 2011)	
I.23.	FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)	
I.24.	FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)	
I.25.	FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	
I.26.	FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	
I.27.	FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 2010)	
I.28.	FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)	
I.29.	FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)	15th (Cost Invoices) And 30th (Fee Invoices)
I.30.	FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	30 Days

<p>I.31. FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</p>	<p>(A) "At least thirty (30) days from contract expiration; and sixty (60) days" (C) five (5) Years"</p>
<p>I.32. FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)</p>	
<p>I.33. FAR 52.219-8UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)</p>	
<p>I.34. FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)</p>	
<p>I.35. FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APR 2012)</p>	
<p>I.36. FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)</p>	
<p>I.37. FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)</p>	<p>Fill In: "Zero"</p>
<p>I.38. FAR 52.222-3CONVICT LABOR (JUN 2003)</p>	
<p>I.39. FAR 52.222-4 CONTRACT WORK HOURS AND SAFELY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)</p>	
<p>I.40. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</p>	
<p>I.41. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)</p>	
<p>I.42. FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)</p>	
<p>I.43. FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)</p>	
<p>I.44. FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)</p>	
<p>I.45. FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)</p>	
<p>I.46. FAR 52.222-46 Evaluation Of Compensation For Professional Employees (Feb 1993)</p>	
<p>I.47. FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)</p>	
<p>I.48. FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)</p>	
<p>I.49. FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (May</p>	

	2012)	
I.50.	FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) ALTERNATE II (MAY 2011)	
I.51.	FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)	
I.52.	FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)	
I.53.	FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	
I.54.	FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
I.55.	FAR 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)	
I.56.	FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	
I.57.	FAR 52.223-18 ENCOURAGING CONTRACTORS POLICIES TO BAN TEXT MESSAGES WHILE DRIVING (AUG 2011)	
I.58.	FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)	
I.59.	FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)	
I.60.	FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (FEB 2009)	
I.61.	FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	
I.62.	FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (NOV 2011)	
I.63.	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)	N/A
I.64.	FAR 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS (MAR 1996)	
I.65.	FAR 52.232-9 LIMITATION OF WITHHOLDING OF PAYMENTS (APR 1984)	

I.66. FAR 52.232-17 INTEREST (OCT 2010)	
I.67. FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)	
I.68. FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)	
I.69. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)	
I.70. FAR 52.232-25 PROMPT PAYMENT (OCT 2008)	
I.71. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	
I.72. FAR 52.233-1 DISPUTES (JUL 2002) - ALTERNATE 1 (DEC 1991)	
I.73. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN 1985)	
I.74. FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	
I.75. FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	
I.76. FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)	
I.77. FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	
I.78. FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)	
I.79. FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	
I.80. FAR 52.242-13 BANKRUPTCY (JUL 1995)	
I.81. FAR 52.243-2 CHANGES – COST REIMBURSEMENT (AUG 1987) – ALT II AND III (APR 1984)	
I.82. FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)	
I.83. FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)	
I.84. FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALT I (JUN 2007)	(e) "See paragraph (d)(2)(ii) of this clause" and "See Section H Clause entitled "Subcontracts" and (k) "See Section H Clause entitled Major or Critical Subcontractors - Designation and Consent"

<p>I.85. FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)</p>	
<p>I.86. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)</p>	
<p>I.87. FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALT I (AUG 2012)</p>	
<p>I.88. FAR 52.245-9 USE AND CHARGES (APR 2012)</p>	
<p>I.89. FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)</p>	
<p>I.90. FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)</p>	<p>(A) Department Of Energy (B) Department Of Energy Solicitation No. DE-SOL-0003603. The Contract Administration Office Specified In Section G</p>
<p>I.91. FAR 52.248-1 VALUE ENGINEERING (OCT 2010)</p>	
<p>I.92. FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)</p>	
<p>I.93. FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)</p>	
<p>I.94. FAR 52.251-1 GOVERNMENT SUPPLY SOURCES</p>	
<p>I.95. FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEMS VEHICLES AND RELATED SERVICES (JAN 1991)</p>	
<p>I.96. FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)</p>	
<p>I.97. 952.202-1 DEFINITIONS (FEB 2011)</p>	
<p>I.98. 952-203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</p>	
<p>I.100. 952-204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)</p>	
<p>I.101. DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)</p>	
<p>I.102. DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)</p>	
<p>I.103. DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)</p>	
<p>I.104. DEAR 952.208-70 PRINTING (APR 1984)</p>	
<p>I.105. DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)</p>	
<p>I.106. DEAR 952.215-70 KEY PERSONNEL (DEC</p>	<p>See Section H Clause “Key Personnel”</p>

2000)	
I.107. DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (JUL 2009)	
I.108. DEAR 952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)	
I.109. DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	
I.110. DEAR 952.223-78 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)	
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CLAUSES INCORPORATED IN FULL TEXT

I.99 DEAR 952.204-2 SECURITY (MAR 2011) DEVIATION (OCT 2013) (MOD 004)

- (a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material, and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss, or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) *Definition of Classified Information.* The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under *Executive Order 12958, Classified National Security Information*, as amended or prior executive orders, which is identified as *National Security Information*.
- (d) *Definition of Restricted Data.* The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or

removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

- (e) *Definition of Formerly Restricted Data.* The term "*Formerly Restricted Data*" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- (f) *Definition of National Security Information.* The term "*National Security Information*" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) *Definition of Special Nuclear Material.* The term "*special nuclear material*" means-- (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) *Access authorizations of personnel.* (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required. (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
 - (i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
 - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
 - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities

Act (ADA), and Health Insurance Portability and Accountability Act; and (8) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from the ir system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office.

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
- E. The results of the test for illegal drugs.

- (i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) Foreign Ownership, Control, or Influence. (l) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control, or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in

ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid, or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

I.112. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.113. FAR 52.223-9, ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (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 the Contracting Officer.

I.114 DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)

- (a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor 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 List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. 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 of List B pursuant to the clause of this contract entitled, "Changes."
- (c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

I.115 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under U.S.C 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment J-1: Requirements Sources and Implementing Documents (List A)

Attachment J-2: List of Applicable Doe Directives (List B)

Attachment J-3: Deliverables List

Attachment J-4: Acronym List

Attachment J-5: Draft Performance Evaluation Management Plan (PEMP)

Attachment J-6: Service Contract Act Wage Determination (WD)

Attachment J-7: Performance Guarantee (As Required)

Attachment J-8: Site Services and Interface Requirements Matrix

**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.

Document Number	Title
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health
10 CFR 436	Federal Energy Management And Planning Programs
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
36 CFR Chapter 12, Sub Chapter B	Records Management
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution

Public Laws	
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management and its Implementing Instructions
Executive Order 13221	Energy Efficient Standby Power Devices

ATTACHMENT J-2: LIST OF APPLICABLE DOE DIRECTIVES REVISION 4 (MOD 027)

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE O 130.1	Budget Formulation
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A Admin Change 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visitors Assignment Program
DOE O 144.1 Change 1	Department of Energy American Indian Tribal Government Interactions and Policy
DOE O 150.1A	Continuity Programs
DOE O 151.1C	Comprehensive Emergency Management System
DOE G 151.1-2	Technical Planning Basis
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 205.1B Change 3	Department of Energy Cyber Security Program
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 Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of Department of Energy Oversight Policy
DOE G 226.1-2A	Federal Line Management Oversight of DOE Nuclear Facilities
DOE O 227.1	Independent Oversight Program
DOE O 231.1B Change 1	Environment, Safety and Health Reporting
DOE O 232.2 Admin Change 1	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1B Admin Change 1	Records Management Program
DOE O 251.1C	Departmental Directives Program
DOE O 252.1A Admin Change 1	Technical Standards Program

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE O 311.1B	Equal Employment Opportunity and Diversity Program
DOE O 341.1A	Federal Employee Health Services
DOE O 410.2, Admin Change 1	Management of Nuclear Materials
DOE O 412.1A, Admin Change 1	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 O 414.1D Admin Change 1	Quality Assurance
DOE O 420.1C	Facility Safety
DOE O 422.1 Admin Change 2	Conduct of Operations
DOE O 425.1D Admin Change 1	Verification of Readiness to Startup or Restart Nuclear Facilities
DOE O 426.2 Admin Change 1	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B, Change 2	Real Property and Asset Management
DOE G 430.1-2	Implementation Guide for Surveillance and Maintenance during Facility Transition and Disposition
DOE G 430.1-3	Deactivation Implementation Guide
DOE G 430.1-4	Decommissioning Implementation Guide
DOE G 430.1-5	Transition Implementation Guide
DOE O 433.1B Admin Change 1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1, Change 1	Radioactive Waste Management
DOE M 435.1-1, Change 2	Radioactive Waste Management Manual
DOE G 435.1-1	Crosswalk Tables DOE Order 5820.2A vs. DOE O 435.1/M 435.1-1
DOE O 436.1	Departmental Sustainability
DOE O 440.1B Change 1	Worker Protection Program for DOE (Including the NNSA) Federal Employees
DOE O 440.2C Change 1	Aviation Management and Safety
DOE P 444.1	Preventing and Responding to all Forms of Violence in the Workplace
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O 442.2	Differing Professional Opinions for Technical Issues Involving

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
	Environment, Safety and Health
DOE O 450.2	Integrated Safety Management
DOE O 451.1B Admin Change 3	National Environmental Policy Act Compliance Program
DOE O 452.8	Control of Nuclear Weapon Data
DOE O 458.1 Admin Change 3	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 M 460.2-1A	Radioactive Material Transportation Practices Manual
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) Policy
DOE O 470.4B Change 1	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 470.6	Technical Security Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear information
DOE O 471.3, Admin Change 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1, Admin Change 1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.5	Special Access Programs
DOE O 471.6 Change 2	Information Security
DOE O 472.2, Admin Change 1	Personnel Security
DOE O 473.3	Protection Program Operations
DOE O 474.2 Change 2	Nuclear Material Control and Accountability
DOE O 475.1	Counterintelligence Program
DOE O 475.2B	Identifying Classified Information
DOE O 481.1C Change 1	Work for Others (Non-Department of Energy Funded Work)
DOE O 483.1A	DOE Cooperative Research and Development Agreements
DOE O 484.1, Admin Change 2	Reimbursable Work for the Department of Homeland Security

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
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 Chg 1	Official Foreign Travel
DOE O 552.1A, Admin Change 1	Travel Policy and Procedures
DOE O 580.1A Change 1	Department of Energy Personal Property Management Program
DOE STD -1027, Change Notice No. 1	Hazard Categorization and Accident Analysis Techniques for Compliance with DOE O 5480.23, Nuclear Safety Analysis Reports
DOE-STD-1134	Review Guide for Criticality Safety Evaluations
DOE-STD-1158	Self-Assessment Standard for DOE Contractor Criticality Safety Programs
DOE-STD-3007	Guidelines for Preparing Criticality Safety Evaluations at Department of Energy Non-Reactor Nuclear Facilities
DOE-STD-3009, Change Notice No. 3	Preparation Guide for U.S. Department of Energy Nonreactor Nuclear Facility Documented Safety Analyses

ATTACHMENT J-3: DELIVERABLES LIST (MOD 023)

DEL #	Deliverable and Report Description	Requirement Driver	Frequency	Submit To	Approval / Review
1.	Transition Plan	C.3.1	5 Days After Contract Effective Date	COR/CO	Approve
2.	Roles and Responsibilities – Identify Specific Roles, Responsibilities, Interfaces, and Points of Contact	C3.11.2.2	10 Days After Contract Effective Date and update annually	COR/CO	Review
3.	RESERVED				
4.	Monthly Project Status Report	C.3.3.2	Monthly and as required	COR/CO	Review
5.	Quality Assurance Plan	H.21	60 days after contract award date	COR/CO	Approval
6.	Worker Safety and Health Plan	H.20	10 days after contract award date	COR/CO	Approval
7.	Certificate of Liability Insurance	H.19	Prior to Notice to Proceed	CO	Review
8.	Workplace Substance Abuse Program	DOE O 350.1	30 days after Notice to Proceed	CO	Approve
9.	Substance Abuse Program Results and Reports for Lower Tier Subcontractors	DOE O 350.1	Semi-Annually on January 30 th and July 30 th	CO	Review
10.	Employee Assistance Program Plan	DOE O 350.1	30 days after Notice to Proceed	CO	Approve
11.	Federal Contractor Veterans' Employment Report (VETS-100A Report)	FAR 52.222-37	Annually	CO	Review

ATTACHMENT J-4: ACRONYM LIST

Acronym	Description
ACP	American Centrifuge Plant
AR	Administrative Record
ADR	Alternative Dispute Resolution
ARRA	American Recovery and Reinvestment Act of 2009
AWP	Annual Work Plan
BCP	Baseline Change Proposal
BFA	Binding Facility Agreement
BIO	Basis of Interim Operation
BOP	Balance of Plant
CAAS	Criticality Accident Alarm System
CBA	Cost Benefit Analysis
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980
CFR	Code of Federal Regulations
CLIN	Contract line item number
CO	Contracting Officer
COOP	Continuity of Operations
COR	Contracting Officer Representative
CRAD	Criteria Review Approach Documents
D&D	Decontamination and decommissioning
DFF&O	Director's Final Findings and Orders for Removal Action and Remedial Investigation and Feasibility Study and Remedial Design and Remedial Action
DOE	U.S. Department of Energy
DSA	Documented Safety Basis
DUF6	Depleted Uranium Hexafluoride
EA	Environmental Assessment
ETS	Environmental Technical Services
EM	Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EPA	Environmental Protection Agency
ER	Environmental Restoration
ES&H	Environment, Safety, and Health
EVMS	Earned Value Management System
FBP	Fluor-B&W, LLC

FFCA	Federal Facility Compliance Agreement
FM	Functional Manager
FOIA	Freedom of Information Act
FSS	Facility Support Services FY fiscal year
GDP	Gaseous Diffusion Plant
GIS	Geographical Information System
HQ	Headquarters
IAEA	International Atomic Energy Agency
IPABS	Integrated Planning, Accounting, and Budget System
IPT	Integrated Project Team
IPMB	Interim Performance Measurement Baseline
IR	Investment Recovery
ISMS	Integrated Safety Management System
ISWLCB	Integrated Site wide Life-cycle Baseline
LOI	Lines of Inquiry
LLW	Low-Level Waste
NCRS	Nuclear Criticality Safety Report
NDA	Non-destructive assay
NEPA	National Environmental Policy Act of 1969
NHPA	National Historic Preservation Act of 1966
NMC&A	Nuclear Material Control and Accountability
NRC	Nuclear Regulatory Commission
OEPA	Ohio Environmental Protection Agency
OMB	Office of Management and Budget
OSDC	On-Site Disposal Cell
PBI	Performance Based Incentives
PD	Program Director
PI	Principle Investigators
PM	Project Manager
PMB	Performance Measurement Baseline
PPPO	Portsmouth/Paducah Project Office – Lexington, KY
PWS	Performance Work Statement
QA	Quality Assurance
RCRA	Resource Conservation and Recovery Act of 1976
REA	Request for Equitable Adjustment
SNR	Start-up Notification Reports

SSO	Safety Systems Oversight S&M surveillance and maintenance
SODI	Southern Ohio Diversification Initiative
SSAB	Site Specific Advisory Board
TSCA	Toxic Substance Control Act of 1976
USEPA	U.S. Environmental Protection Agency
WBS	Work Breakdown Structure

ATTACHMENT J-5: DRAFT PERFORMANCE EVALUATION MANAGEMENT PLAN (PEMP)

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2. Performance Evaluation Rating Table
3. Performance Evaluation Conversion Chart
4. Performance Evaluation Management (PEMP) Categories of Performance
5. Rating Criteria (#1 - #4)
6. Rating Summary Tables
7. Performance Evaluation Summary
8. Performance Evaluation Process Flowchart

1.0 **INTRODUCTION**

Contract Number DE-EM0002639 is a Cost-Plus-Award Fee Contract. This Performance Evaluation Management Plan (PEMP) describes the plan for the evaluation and award of fee.

Contract Section B.4 describes the Award Fee terms. The purpose of this 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 fee provisions of the contract. The objective of the PEMP is to motivate the contractor toward excellence and total contract performance and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas.

2.0 **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.
- (c) **Performance Evaluation Board (PEB):** The group of individuals who review the contractor's performance and recommend an adjective rating to the FDO. The PEB chairperson is the DOE Portsmouth Site Director. Members of and advisors to the PEB are indicated in Exhibit 1.
- (d) **Project Team Evaluators (PTE):** The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis. This surveillance will include, but will 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. The PTE's evaluation is the primary point of reference in determining the recommended award fee, especially the technical support area of performance. The PTEs are responsible for providing their input, as requested, to the Technical Lead. The PTEs are advisor(s) to the PEB through the Technical Lead.
- (e) **Technical Lead:** The individual who is most directly responsible for the satisfactory performance of the Portsmouth Environmental Technical Services Project. The Technical Lead manages the evaluation process, coordinates the development of the PEMP and subsequent revisions, and also serves as the recorder, who is responsible for insuring the PEB is properly convened, which includes meeting place, time, advising all PEB members, preparing the agenda, and taking minutes. The Technical Lead is an advisor to the PEB.

3.0 **FEE STRUCTURE**

The total available award fee for the base and option period can be earned through subjective fee components, termed categories of performance, consisting of the four (4)

performance evaluation criteria defined herein. Fee is earned through the PEMP as there is no base fee for this contract. The final amount of the annual award fee shall be unilaterally determined by the Fee Determining Official (FDO). The rating definitions, termed adjectival ratings, are included in Exhibit 2, Performance Evaluation Rating Table and the Category of Performance criteria (1-4) are included in Exhibit 3, Rating Criteria.

4.0 ORGANIZATIONAL STRUCTURE

- (a) The Manager, PPPO, will serve as the FDO and will establish a PEB. The PEB will assist the FDO in the award fee determination by recommending an award fee for the contractor's performance. If the FDO is absent, the Deputy Manager, PPPO, will serve as the FDO. If a PEB member is absent, the FDO will approve substitute(s) with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. See Exhibit 1 for members and potential advisors.
- (b) A copy of the PEMP shall be provided to the contractor prior to the start of the evaluation period. Changes within the period which do not impact the performance evaluation criteria or process, such as editorial, personnel changes or changes made by contract modification may be made and unilaterally by the CO and implemented by notice to the contractor; however, any significant change required after the start of the evaluation period, shall be authorized by bilateral agreement.

5.0 RESPONSIBILITIES

- (a) The PTE(s) will monitor and evaluate the contractor's performance. The PTE(s) will work closely with the CO and Technical Lead in performing PEMP surveillance duties. PTE(s) will use Exhibit 2, Performance Evaluation Rating Table, numerical rating portion only, and Exhibit 3, Rating Criteria or Categories of Performance (#1-4), in monitoring and evaluating contractor's performance.
- (b) The Technical Lead will use the Performance Evaluation Rating Table, Exhibit 2 to determine the adjective ratings to be reported to the PEB. The Technical Lead will be thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The Technical Lead will coordinate administrative actions required by the PTE(s), the PEB, and the FDO. Administrative actions include receiving, processing, and distributing performance evaluation inputs, drafting the performance evaluation report, as well as scheduling and assisting with internal milestones (i.e., PEB briefings, and other actions as required for the smooth operation of the performance evaluation process).
- (c) The PEB members will review the PTE's evaluation reports and the Technical Lead's recommended adjectival rating, consider information from other pertinent sources, and develop a recommendation. The PEB chairperson will give the 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 after receiving Head of

Contracting Activity (HCA) coordination. 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.

6.0 FEE OVERVIEW REQUIREMENTS AND PERIODS (MOD 024)

- (a) The total award fee available is \$1,179,075. An annual amount will be available for each fiscal year subject to contract adjustments through modification of the contract. Fee evaluation will be conducted annually by fiscal year. The first period, and all periods thereafter, shall begin on October 1 of each year (fiscal year). The contract transition period completed on September 30, 2013. No fee is payable for the contract transition period.
- (b) Following are the amounts currently available for each annual evaluation period:

CLIN 0002 by FY	Period	Fee Available	Fee Earned	Fee Unavailable
FY14	1	\$389,929	\$358,735	\$31,194
FY15	2	\$392,092		
FY16	3	\$397,054		
Total		\$1,179,075		
CLIN 0003 by FY	Period	Fee Available		
FY17	4	\$397,469		
FY18	5	\$415,958		
Total		\$813,427		

- (c) The available fee identified in each evaluation period is the maximum amount that may be earned during that particular period unless the fee is increased by contract modification. In accordance with the Contract Clause B.4, Award Fee, a "provisional payment of a proportional quarterly amount equivalent to 75% of the available award fee for the period will be allowed."

If the CO reduces fee in accordance with the Contract Section I clause, entitled "DEAR 952.223.76 Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker, Safety and Health (DEC 2010)", or other terms of the contract, the award fee available in the evaluation period shall be unilaterally decreased by the equivalent amount.
- (d) The Government may unilaterally revise the distribution of the award fee available in any subsequent evaluation periods. The CO will notify the contractor in writing of such changes in distribution before the relevant evaluation period begins and the PEMP will

be modified accordingly. After an evaluation period has begun, significant changes may only be made by mutual agreement of the parties. While the Government may unilaterally change the award fee amounts for each period or each rated criteria area prior to the start of each award fee period, the total amount of award fee available may not be unilaterally changed, other than as documented in (d) above, once established at the beginning of each evaluation period. In no event shall any unearned fee (fee unavailable) be available in a subsequent period of performance. Fee unearned in any period is no longer available to be earned.

7.0 PERFORMANCE EVALUATION PROCESS (See Exhibit 6, Performance Evaluation Process Flowchart)

(a) PTE Actions

- (1) PTE(s) will continually monitor and evaluate the contractor's performance and using the criteria contained in Exhibit 3, Rating Criteria (#1-4), provide semi-annual and annual strengths and weaknesses to the Technical Lead and annual numerical ratings of performance using Exhibit 4, Rating Summary Table.
- (2) The Rating Criteria, Exhibit 3, categories of performance #1-4 will be assessed using the adjectival rating, Performance Evaluation Rating Table, Exhibit 2, on an annual basis while only strengths and weaknesses related to the PEMP Categories of Performance will be presented to the contractor at the six (6) month interval in the period. The PTE will use the appropriate numerical rating criteria (0-25 Evaluation Points) to document the contractor's performance. The PTE will review and numerically evaluate each Category of Performance criteria (#1-4) to determine the performance level after also identifying strengths and weaknesses of the contractor. A weakness for any Category of Performance may be defined as any failure, or potential failure to meet the Category of Performance criteria herein. If a weakness appears in any way to negatively impact Environmental Safety and Health (ES&H)/Quality Assurance (QA) performance or the safeguarding of restricted data pursuant to the contract, the PTE shall notify the Portsmouth Site Director and the CO. The PTE will maintain all documentation for contract file maintenance. The PTE will use the documentation to ensure contractor has established adequate procedures to prevent recurrence of weaknesses.

At the end of the six month period and the end of the annual period, each PTE member will submit to the Technical Lead written strengths and weaknesses using, Exhibit 3, for all Category of Performance items (#1-4). Based on the above evaluation results, the PTE will provide the written notes on the strengths and weaknesses of the contractor and also annually provide the numerical rating for each Category of Performance to report to the Technical Lead, Exhibit 4.

(b) Technical Lead's Actions

- (1) The Technical Lead will collect performance input from the PTE, semi-annually and annually. Annually, the Technical Lead will select an adjective rating for each of the Category of Performance (#1-4) items based on his/her personal observations of performance during the period and numerical ratings presented by the PTE.
 - (2) The Technical Lead will solicit input from the contractor for both the semi-annual presentation and the annual evaluation. The Technical Lead will use Exhibit 4, Rating Summary Table, to record the PTE's numerical ratings for the period. On a semi-annual basis, the Technical Lead will report to the contractor, the strengths and weaknesses without documenting numerical or adjectival ratings. Annually, the Technical Lead will assess and report the PTE's strengths and weaknesses, collect numerical ratings and annotate his/her rationale for selecting a particular adjective rating. The Technical Lead is not permitted to change the PTE's numerical ratings, but the Technical Lead's adjectival rating may differ from the PTE's average numerical ratings.
 - (3) The Technical Lead will use Exhibit 5, Performance Evaluation Summary, to document the presentation of semi-annual strengths and weaknesses and recommended adjectival ratings.
 - (4) The Technical Lead will complete and submit Exhibit 4, Rating Summary Table, for presentation to the PEB.
 - (5) The Technical Lead notifies the PEB members and advisors of the date and time of the annual PEB meeting in accordance with the schedule established by the PEB chairperson. Additionally, the Technical Lead notifies the contractor of the meeting date and time, as determined by the PEB chairperson, and advises the contractor of when and how (written, oral, or both) he/she will be permitted to address the PEB. Generally, the contractor will be provided the opportunity to provide a self-assessment including written materials (limited to no more than 20 pages) and an oral presentation of up to 30 minutes to the PEB. The presentation shall be provided by the contractor to the Technical Lead in advance and should be in the form of a self-assessment measured against each performance evaluation criteria section. Prior to the PEB meeting, the Technical Lead will provide the PEB members with a page-numbered binder to include, at a minimum, the input for the fiscal year from the PTE members, the forms required to be filled out during the evaluation meeting, and the contractor's performance evaluation presentation.
 - (6) The Technical Lead prepares functional area evaluation reports 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. The Technical Lead will draft the performance evaluation report for the PEB; however the report may be revised as a result of the PEB review.
- (c) PEB Actions

- (1) The Portsmouth Site Director will chair the PEB. The FDO may approve the PEB members recommended by the chairperson. The PEB chairperson will establish dates, times, and places for the PEB meeting and notify the Technical Lead for appropriate notification to members, advisors, and the contractor. The chairperson will schedule the PEB meeting to ensure the PEB's recommended adjectival rating 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 PTEs and Technical Lead. The Chairperson may require oral briefings by the functional area personnel.
 - (b) Information submitted by other sources as considered appropriate by the PEB.
 - (c) Contractor's written or oral (or both as determined by chairperson) self-assessment of performance.
 - (3) Using Exhibit 4, Rating Summary Table, and each PEB member will document their adjective rating using the definitions in Exhibit 2, Performance Evaluation Rating Table, and provide their rationale by attaching notes to Exhibit 4, as required, for their selection.
 - (4) The chairperson will collect PEB members' Rating Summary Table, Exhibit 4, and review them. If any PEB member's adjective rating is below "Satisfactory" or if the rating is lower than the PTE(s) numerical rating for that same area, appropriate discussions should be conducted to determine the PEB member's rationale. Lowering the adjective rating requires specific reasons, since the contractor will be aware of the identified weaknesses from the semi-annual review. Once the chairperson is satisfied with the PEB's rating, the chairperson will pass the rating sheets to the Technical Lead.
 - (5) The Technical Lead summarizes adjective ratings for the rating criteria using Exhibit 4, Rating Summary Table and provides a summary adjective rating to the PEB to ensure PEB consensus with the resulting overall rating. The PEB will strive to gain consensus on the summary recommendation to the FDO.
 - (6) The chairperson will prepare or will have the Technical Lead prepare a cover letter to transmit Exhibits 3, 4 and 5, and final performance evaluation report which summarizes the PEB's Adjectival Rating, to the FDO.
 - (7) Upon request, the PEB Chair may meet with the contractor's manager to further discuss documented strengths and weaknesses. This provides the contractor an opportunity to take corrective actions prior to the annual meeting and evaluation.
- (d) FDO's Actions

- (1) The FDO determines the final fee based upon all the information furnished and assigns a final percent of award fee earned for the evaluation period using the Exhibit 2, Performance Evaluation Conversion Chart.
 - (2) The FDO obtains HCA coordination and notifies the CO in writing or via electronic correspondence of his/her final determination of award fee.
- (e) CO's Actions
- (1) The CO will prepare a letter for the FDO's signature notifying the contractor of the award fee earned for the annual 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, notifying the contractor to either invoice the remaining fee or reimburse DOE the difference from the 75% provisional billing in accordance with B.4, Award Fee and B.5, Final Fee Determination. This modification will unilaterally decrease the total value of the contract commensurate with the amount of the fee unearned, if any. The modification will be issued to the contractor within 14 days after the CO receives the FDO's decision.

8.0 AWARD FEE TERMS

(a) Conditional Requirement for Cost Control

- (1) If the final cost of performance is equal to or greater than 10% over the estimated cost for the contract scope (\$9,636,947.59 for FY16), as defined by the June 2015 RSI contract performance baseline report as modified through contract modification 20, **and as updated by all subsequent contract modifications through the end of FY 16**, the following Cost Control Table, Table 2 will be applied to the fee identified by FY in Table 1, Award Fee by FY. Fee reduced for cost control, shall not be available in this or any other award fee period. The estimated costs defined in this Award Fee Plan for remaining contract scope will be amended by DOE to incorporate contract modifications and corresponding changes to the contract performance baseline as required.

Table 2 - COST OVERRUN TABLE

Cost Overrun (%)	Available Fee Reduction (%)
0-10.00%	0%
10.01-11%	1%
11.01-12%	2%
12.01-13%	3%
13.01-14%	4%
14.01-15%	5%
15.01-16%	7%
16.01-17%	9%

17.01-18%	11%
18.01-19%	13%
19.01-20%	15%
> 20%	15%

b) Termination

- (1) In the event that the contract is terminated in accordance with FAR 52.249-6, Termination (Cost Reimbursement) (MAY 2000), award fee available in the current period may be negotiated in any request for equitable adjustment, documented 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 or be available in any other period.

EXHIBIT 1: PERFORMANCE EVALUATION BOARD MEMBERS AND ADVISORS

Fee Determining Official:

Manager, PPPO Lexington William E. Murphie

Following are PEB members and PEB advisors:

Portsmouth Site Director (Chairperson) Dr. Vincent Adams

Deputy Manager, PPPO Lexington Robert E. Edwards

Lead Procurement Official, PPPO Lexington Robert Swett

*Contracting Officer Daniel Burke

*Contracting Officer Marcella Wolfe

*Attorney Advisor Jason Sherman

* Technical Lead (Site Lead) Joel B. Bradburne

Project Team Evaluators¹

M. Judson Lilly
Cidney Voth
Kristi Wiehle
Amy Lawson
Matt Vick
Richard Mayer
Greg Simonton
Johnny Reising
Tom Hines
Dewintus Powell
Tony Takacs
Gary Bumgardner
Mark Allen
James Woods
Russell McCallister

*PEB Advisors Only - Non-Voting Participants

¹The PEB Chair may add, remove or replace additional PTEs throughout the contract period of performance, as appropriate.

EXHIBIT 2: PERFORMANCE EVALUATION RATING TABLE		
ADJECTIVE RATING		DEFINITION
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 for the evaluation period. Contractor's work is highly professional. Contractor solves problems with very little, if any, Government involvement. Contractor is proactive and takes an aggressive approach in identifying problems and their resolution with a substantial emphasis on performing quality work in a safe manner within cost/schedule requirements.
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 for the evaluation period. Contractor solves problems with minimal Government involvement. Contractor is usually proactive and demonstrates an aggressive approach in identifying problems and their resolution, including those identified in the risk management process, with an emphasis on performing quality work in a safe manner within cost/schedule requirements. Problems are usually self-identified and resolution is self-initiated.
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 for the evaluation period. Contractor is able to solve basic problems with adequate emphasis on performing quality work in a safe manner within cost/schedule objectives. The rating within this range will be determined by the level of necessary Government involvement in problem resolution including the extent to which the problem and resolution is self-identified vs. Government-identified.
SATISFACTORY	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract for the evaluation period. Contractor has some difficulty solving basic problems, and cost, schedule, safety, and technical performance needs improvement to avoid further performance risk. Government involvement in problem resolution is necessary.
UNSATISFACTORY	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract for the evaluation period. Contractor does not demonstrate an emphasis on performing quality work in a safe manner within cost/schedule objectives. Contractor is unable to solve problems and Government involvement in problem resolution is necessary.*

**NOTE: For those Category of Performance elements receiving a score of 50% or below, no fee will be earned. Any unearned fee will be forfeited and not available in subsequent evaluation periods.

EXHIBIT 3: PERFORMANCE EVALUATION CONVERSION CHART		
ADJECTIVE RATING	EVALUATION POINTS (OVERALL WEIGHTED RESULT)	PERCENTAGE OF AWARD FEE EARNED
EXCELLENT	23-25	91 to 100%
VERY GOOD	19-22	76 to 90%
GOOD	14-18	51 to 75%
SATISFACTORY	8-13	No Greater Than 50%
UNSATISFACTORY	0-7	0%

	EXHIBIT 4: PEMP CATEGORIES OF PERFORMANCE SUMMARY	Total CP Weighting	Points Recommended	Weighted Point Total
1	Quality and Effectiveness of Performing Administrative Support (C.3.11)	20%		
2	Quality and Effectiveness of Performing Environmental, Safety & Health (ES&H); Quality Assurance (QA) and Field Support (C.3.4)	20%		
3	Quality and Effectiveness of Performing Project Support (C.3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10)	30%		
4	Quality and Effectiveness in Managing the Program (C.3.2, C.4, C.5, C.6, C.7, C.8, C.9, C.11)	30%		

Award Fee Calculation Methodology:

1. PTE assigns numerical rating (0-25) on this page based on each Category of Performance and use Exhibit 3, Rating Sheet to document strengths and weaknesses.
2. Multiply weighting percentage to each CP to arrive at weighted result and provide overall weighted result and to apply the related adjectival rating.

*Rounding Rule: 5 and above is rounded up to the next whole number.

FDO Decision:

The earned award-fee amount indicated by the use of a conversion table or graph is a guide to the FDO. Use of the Performance Evaluation Conversion Chart does not remove the element of judgment from the award fee process.

EXHIBIT 5: RATING CRITERIA #1					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Document strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
Quality and Effectiveness of Performing Administrative Support and Oversight (20%)					
- Complete inventory & disposition 25% of documents in library					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
QUALITY EVALUATION FACTORS:	NOTES ON STRENGTHS AND WEAKNESSES				
<p>In this category, the contractor will be evaluated on its overall demonstrated ability to meet and exceed some, many, or almost all performance requirements supporting DOE in management, integration and oversight of all site contracts and performing the wide range of technical and oversight administrative requirements of the site, as measured by DOE at the appropriate depth and breadth of difficulty (PWS paragraph C.3.11, Technical & Administrative Services). This category of performance covers the majority of office-type support requirements as described in the PWS paragraphs.</p> <p>Methods of Surveillance/ Assessment:</p> <p>1. Contractor shall submit a self-assessment within 15 calendar days after the end of the 6-month interval and annual evaluation periods. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are</p>					

EXHIBIT 5: RATING CRITERIA #1					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Document strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence.</p> <p>2. PTE(s) continuous monitoring and evaluation of performance including, but will 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.</p> <p>3. Any applicable stakeholder feedback (Non-DOE).</p> <p>Success Criteria include performance of activities meeting and exceeding performance of some, many or almost all of the PWS requirements as well as the following.</p> <p>DOE's rating of the achieved level of quality and mission effectiveness of the delivered products and services against the Performance Evaluation Rating Table, includes, but is not limited to:</p> <ul style="list-style-type: none"> a) Delivered products/services complying with all contract requirements, statutes, directives, regulations, and orders, as well as management instructions; b) Demonstrate development and delivery of all products/services the appropriate level of professional due diligence, accuracy, clarity, and mission focus; c) Timeliness of delivery of quality products/services (i.e. IAW DOE established due dates) while complying with contractual requirements, statutes, regulations and orders and management instructions; d) Demonstrated accuracy of all documentation, reference, and 					

EXHIBIT 5: RATING CRITERIA #1					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Document strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
background material accompanying the finished deliverable product; and e) Demonstrated clarity and format of written products, considering the ability to succinctly write documents, reports, briefings, papers, etc, while presenting material to the intended audience.					

EXHIBIT 5: RATING CRITERIA #2					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
Quality and Effectiveness of Performing and Oversight of Environment, Safety & Health (ES&H); Quality Assurance (QA) and Field Support (20%)					
- Complete all scheduled assessments in the approved assessment plan					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
In this category, the contractor will be rated on its demonstrated ability to meet and exceed some, many, or almost all performance and oversight activities to promote the safety culture in a compliant manner, and to ensure all workers, the public and environment are protected from adverse consequences. The contractor will be rated on its demonstrated ability to meet and exceed some, many or almost all performance requirements to manage ES&H, QA and Field support services as identified in PWS paragraph C.3.4, Environmental Safety and Health (ES&H), Quality Assurance (QA) and Field Services. The ES&H, QA and Field oversight requirements will be rated on its demonstrated ability to meet and exceed some, many or almost all of the following: Examples include, but are not limited to timely and thorough document reviews, reporting, investigations of accidents, trending of findings and observations, reviewing and analyzing corrective action					

EXHIBIT 5: RATING CRITERIA #2					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>plans and providing recommendations and follow up to ensure compliance. Included in this area is a rating of the contractor's ability to keep site management abreast of the surveillance issues.</p> <p>Methods of Surveillance/Assessment:</p> <ol style="list-style-type: none"> 1. Contractor shall submit a self-assessment within 15 calendar days after the end of the 6-month interval and annual evaluation periods. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. 2. PTE(s) continuous monitoring and evaluation of performance including, but will 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. 3. Any applicable stakeholder feedback (non-DOE). <p>Success Criteria include performance of activities in the defined PWS paragraphs as well as the following. DOE's evaluation of the quality and effectiveness of performing and oversight of ES&H, QA and Field support activities will include, but will not be limited to:</p> <p>a) Whether the Contractor provides thorough evaluations &</p>					

EXHIBIT 5: RATING CRITERIA #2					
PEMP Category of Performance (Quality Evaluation Factors)					
<i>(IDENTIFY PERIOD)</i>		RATING (Documents strengths/weaknesses)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
oversight of site contractor's safety programs including adherence to DOE policies, procedures & orders b) Whether the contractor execution of direct field observation and surveillance activities results in: <ul style="list-style-type: none"> i. No employee exposures to work place hazards above the applicable exposure limits; ii. No incidents where either a failure to follow a prescribed hazardous energy control process or miss-located hazardous energy source results in a person contacting hazardous energy (e.g., burn, shock) including prevention of re-occurring electrical safety incidents or events; iii. Maintaining reduced loss of work time to include but not be limited to the standard Days Away, Restricted, or Transferred (DART) Rates; and iv. Timely occurrence reporting, corrective action recommendations, and causal analyses, as required. 					

EXHIBIT 5: RATING CRITERIA #3					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
Quality and Effectiveness of Performing Project Support (30%)					
- Maintain RSI invoice backlog to ≤ 35 invoices in process					
- Provide monthly updates for site-wide spend plan					
- Maintain Portsmouth D&D Life Cycle Baseline with semi-annual BCP updates submitted to DOE					
- Analyze and prepare contractor monthly performance feedback standardized reports for DOE					
- Complete contract change order cost proposal technical evaluations within approved scheduled date depending on work scope priorities					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA	NOTES ON STRENGTHS AND WEAKNESSES				
In this category, the contractor will be rated on its demonstrated ability to meet and exceed some, many or almost all performance requirements in Project Support related to performance in the following functional areas of the PWS: C.3.3, Planning and Integration; C.3.5, Waste Management; C.3.6, Regulatory Support; C.3.7, Investment Recovery; C.3.8, Nuclear Material Management/Disposition and D&D Safety Basis; C.3.9 Environmental Restoration and Regulatory Compliance; and C.3.10 D&D Oversight and Infrastructure Support. Methods of Surveillance/Assessment: 1. Contractor shall submit a self-assessment within 15					

EXHIBIT 5: RATING CRITERIA #3					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>calendar days after the end of the 6-month interval and annual evaluation periods. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence.</p> <p>2. PTE(s) continuous monitoring and evaluation of performance including, but will 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.</p> <p>3. Any applicable stakeholder feedback (Non-DOE).</p> <p>Success Criteria include performance of activities in the defined PWS paragraphs as well as the following. DOE's evaluation of the quality and effectiveness of Project Support will include, but will not be limited to:</p> <ul style="list-style-type: none"> a) Effectiveness of the Contractor's internal controls to assure proper supervision of the work force and economical completion of assigned tasks. b) Effectiveness of Contractor's integration of technical support, including innovativeness and creativity in technical recommendations. c) Effectiveness of the coordination and cooperation with cognizant DOE officials and site contractor's to resolve problems that may arise in communications, planning, scheduling or other related areas while maintaining a business-like concern for DOE's interests. d) Successful completion of requirements for the On-Site 					

EXHIBIT 5: RATING CRITERIA #3					
PEMP Category of Performance (Quality Evaluation Factors)					
<i>(IDENTIFY PERIOD)</i>	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
Waste Disposal Facility (OSWDF) including but not limited to regulatory and capital asset requirements. e) Consideration will be given to the expeditious review and finalization of regulatory requirements f) Consideration will be given to the expeditious development and successful disposition of waste; implementation of investment recovery, and disposition/management of Nuclear material; g) Performing observations utilizing the site D&D safety basis documents.					

EXHIBIT 5: RATING CRITERIA #4					
PEMP Category of Performance (Quality Evaluation Factors)					
<i>(IDENTIFY PERIOD)</i>	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
Control of Quality and Effectiveness in Managing the Program (30%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA	NOTES ON STRENGTH AND WEAKNESS ES				
In this category, the contractor will be rated on its demonstrated ability to meet and exceed some, many or almost all Program Management requirements related to performance in the following functional areas of the PWS. DOE will rate the contractor's ability to meet and exceed providing support to their own staff as well as providing and maintaining skilled staff for DOE oversight performance requirements. Applicable PWS paragraphs are C.3.2, Program Management; C.4, Contractor Access to Government Facilities; C.5, Security; C.6 Reporting Requirements; C.7, Contractor Identification while on DOE Installation; C.8 Contractor Employee Training; C.9, Deliverables and Reports Methods of Surveillance/Assessment:					

EXHIBIT 5: RATING CRITERIA #4					
PEMP Category of Performance (Quality Evaluation Factors)					
<i>(IDENTIFY PERIOD)</i>	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>1. Contractor shall submit a self-assessment within 15 calendar days after the end of the 6-month interval and annual evaluation periods. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence.</p> <p>2. PTE(s) continuous monitoring and evaluation of performance including, but will 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.</p> <p>3. Any applicable stakeholder feedback (Non-DOE).</p> <p>Success Criteria include performance of activities in the defined PWS paragraphs as well as the following. DOE's evaluation of the quality and effectiveness of this category of performance will include, but will not be limited to:</p> <ul style="list-style-type: none"> a) Clarity of and ability to trace cost relative to contract performance work scope b) Effectiveness of planning, submission of reasonably priced change proposals, providing current, accurate and complete billing information; c) Maintaining a skilled, trained and quality work force; d) Overall effective use of available resources, 					

EXHIBIT 5: RATING CRITERIA #4					
PEMP Category of Performance (Quality Evaluation Factors)					
<i>(IDENTIFY PERIOD)</i>	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
dependability and general coordination with the program office, including response to emerging and dynamic/urgent requirements; e) Ensure work force adhere to all security requirements; f) Exhibits reasonable and cooperative behavior with the site technical representatives and CO, including flexibility and responsiveness to inquiries; g) Status reports are to be submitted in accordance with contract reporting requirements, meeting all contract requirements; are timely and accurate in terms of technical, cost, and schedule.					

EXHIBIT 6: RATING SUMMARY TABLE (IDENTIFY PERIOD)					
PTE'S CATEGORY OF PERFORMANCE RATING <i>Instructions: Each PTE Member enters the total points (0-25 evaluation points) from Exhibit 3 Summary for the applicable Category of Performance in the spaces below and the Technical Lead selects the Adjective Rating.</i> <i>PTE members are <u>not</u> obligated to score/rate each category. PTE members may designate a category as *N/A if any category is not in their experience for the period.</i>	#1 Quality and Effectiveness of Performing Administrative Support <i>C.3.11</i>	#2 Quality and Effectiveness of Performing Environmental, Safety & Health (ES&H); Quality Assurance (QA) and Field Support <i>PWS paragraph C.3.4</i>	#3 Quality and Effectiveness of Performing Project Support <i>PWS paragraphs C.3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10</i>	#4 Control of Contract Costs and Quality and Effectiveness in Managing the Program <i>PWS paragraphs C.3.2, C.4, C.5, C.6, C.7, C.8, C.9</i>	Comments
Signature of PTE (Date)					
Signature of PTE (Date)					
Signature of PTE (Date)					
Signature of PTE (Date)					
Signature of PTE (Date)					

EXHIBIT 6: RATING SUMMARY TABLE

(IDENTIFY PERIOD)

<p>PTE'S CATEGORY OF PERFORMANCE RATING</p> <p><i>Instructions: Each PTE Member enters the total points (0-25 evaluation points) from Exhibit 3 Summary for the applicable Category of Performance in the spaces below and the Technical Lead selects the Adjective Rating.</i></p> <p><i>PTE members are <u>not</u> obligated to score/rate each category. PTE members may designate a category as *N/A if any category is not in their experience for the period.</i></p>	<p>#1</p> <p>Quality and Effectiveness of Performing Administrative Support</p> <p><i>C.3.11</i></p>	<p>#2</p> <p>Quality and Effectiveness of Performing Environmental, Safety & Health (ES&H); Quality Assurance (QA) and Field Support</p> <p><i>PWS paragraph C.3.4</i></p>	<p>#3</p> <p>Quality and Effectiveness of Performing Project Support</p> <p><i>PWS paragraphs C.3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10</i></p>	<p>#4</p> <p>Control of Contract Costs and Quality and Effectiveness in Managing the Program</p> <p><i>PWS paragraphs C.3.2, C.4, C.5, C.6, C.7, C.8, C.9</i></p>	<p>Comments</p>
<p><i>Signature of PTE</i></p> <p><i>(Date)</i></p>					
<p><i>Signature of PTE</i></p> <p><i>(Date)</i></p>					
<p><i>Signature of PTE</i></p> <p><i>(Date)</i></p>					
<p><i>Signature of PTE</i></p> <p><i>(Date)</i></p>					
<p><i>Signature of PTE</i></p> <p><i>(Date)</i></p>					

EXHIBIT 6: RATING SUMMARY TABLE

(IDENTIFY PERIOD)

<p>PTE'S CATEGORY OF PERFORMANCE RATING</p> <p><i>Instructions: Each PTE Member enters the total points (0-25 evaluation points) from Exhibit 3 Summary for the applicable Category of Performance in the spaces below and the Technical Lead selects the Adjective Rating.</i></p> <p><i>PTE members are <u>not</u> obligated to score/rate each category. PTE members may designate a category as *N/A if any category is not in their experience for the period.</i></p>	<p>#1</p> <p>Quality and Effectiveness of Performing Administrative Support</p> <p><i>C.3.11</i></p>	<p>#2</p> <p>Quality and Effectiveness of Performing Environmental, Safety & Health (ES&H); Quality Assurance (QA) and Field Support</p> <p><i>PWS paragraph C.3.4</i></p>	<p>#3</p> <p>Quality and Effectiveness of Performing Project Support</p> <p><i>PWS paragraphs C.3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10</i></p>	<p>#4</p> <p>Control of Contract Costs and Quality and Effectiveness in Managing the Program</p> <p><i>PWS paragraphs C.3.2, C.4, C.5, C.6, C.7, C.8, C.9</i></p>	<p>Comments</p>
<p><i>Signature of PTE</i> <i>(Date)</i></p>					
<p><i>Signature of PTE</i> <i>(Date)</i></p>					
<p><i>Signature of PTE</i> <i>(Date)</i></p>					
<p><i>Signature of PTE</i> <i>(Date)</i></p>					
<p><i>Signature of PTE</i> <i>(Date)</i></p>					

EXHIBIT 6: RATING SUMMARY TABLE

(IDENTIFY PERIOD)

<p>PTE'S CATEGORY OF PERFORMANCE RATING</p> <p><i>Instructions: Each PTE Member enters the total points (0-25 evaluation points) from Exhibit 3 Summary for the applicable Category of Performance in the spaces below and the Technical Lead selects the Adjective Rating.</i></p> <p><i>PTE members are <u>not</u> obligated to score/rate each category. PTE members may designate a category as *N/A if any category is not in their experience for the period.</i></p>	<p>#1</p> <p>Quality and Effectiveness of Performing Administrative Support</p> <p><i>C.3.11</i></p>	<p>#2</p> <p>Quality and Effectiveness of Performing Environmental, Safety & Health (ES&H); Quality Assurance (QA) and Field Support</p> <p><i>PWS paragraph C.3.4</i></p>	<p>#3</p> <p>Quality and Effectiveness of Performing Project Support</p> <p><i>PWS paragraphs C.3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10</i></p>	<p>#4</p> <p>Control of Contract Costs and Quality and Effectiveness in Managing the Program</p> <p><i>PWS paragraphs C.3.2, C.4, C.5, C.6, C.7, C.8, C.9</i></p>	<p>Comments</p>
<p>WEIGHTED RESULTS</p>					
<p><i>Signature of Site Lead:</i></p> <p>_____</p> <p>Date</p>					
<p>Technical Lead compiles & tabulates PTE's ratings in the weighted results above and then provides his/her own overall evaluation here for presentation to PEB</p>					
<p>Comments:</p>					

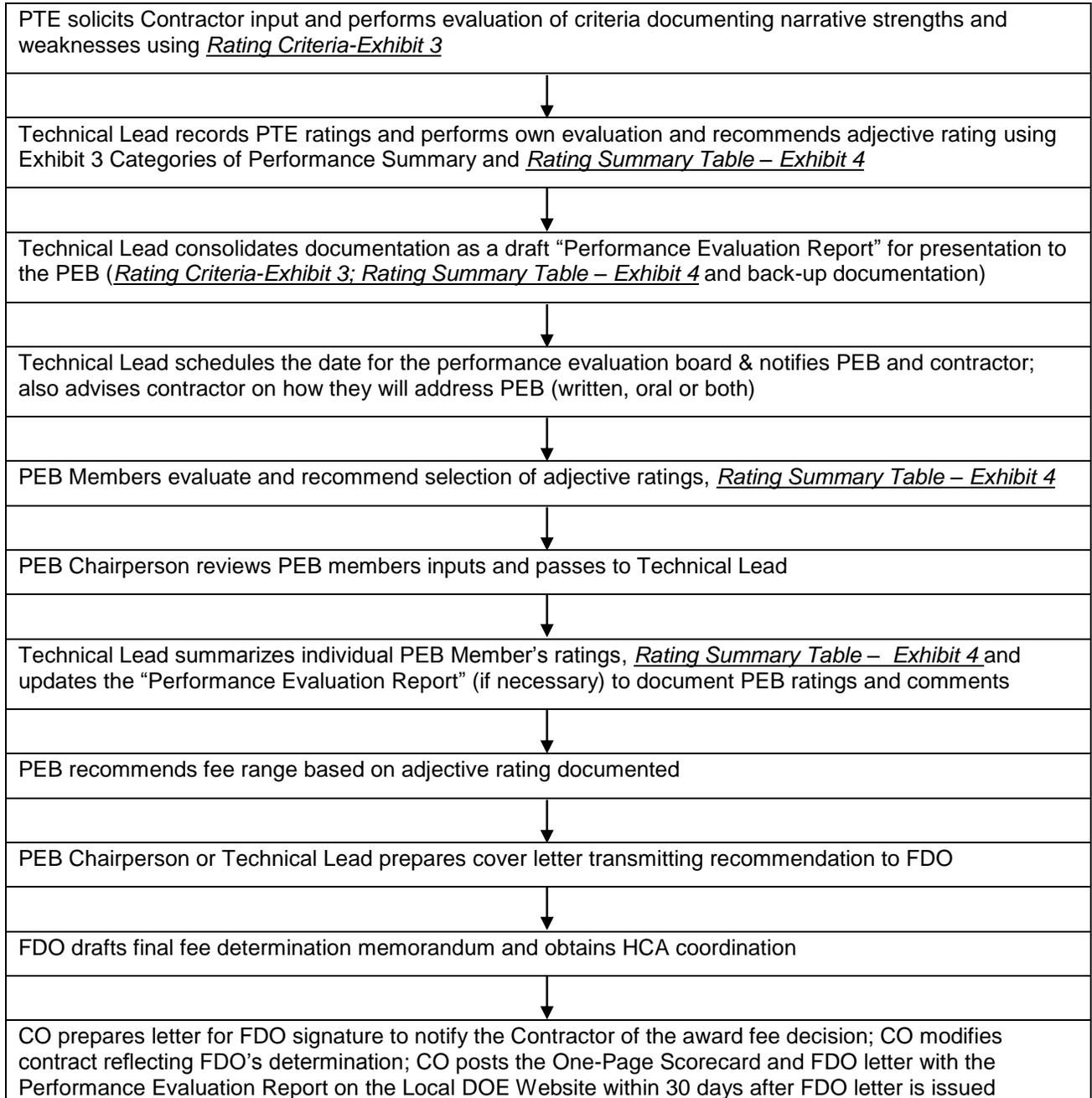
EXHIBIT 6: RATING SUMMARY TABLE

(IDENTIFY PERIOD)

EXHIBIT 6: RATING SUMMARY TABLE (IDENTIFY PERIOD)					
<i>PEB Member Selects Adjective Rating</i>	#1 Quality and Effectiveness of Performing Administrative Support (15%) <i>PWS paragraph C.3.11</i>	#2 Quality and Effectiveness of Performing Environment, Safety & Health (ES&H); Quality Assurance (QA) and Field Support (20%) <i>PWS paragraph C.3.4</i>	#3 Quality and Effectiveness of Performing Project Support (25%) <i>PWS paragraphs C.3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10</i>	#4 Control of Contract Costs and Quality and Effectiveness in Managing the Program (40%) <i>PWS paragraphs C.3.2, C.4, C.5, C.6, C.7, C.8, C.9</i>	Comments
Signature of PEB: _____ Date					
Signature of PEB: _____ Date					
Signature of PEB: _____ Date					
<i>Technical Lead Summarizes -</i>					
Chairperson Review & PEB Recommendations			Comments		
Signature of PEB Chairperson: _____ Date: _____					

EXHIBIT 7: PERFORMANCE EVALUATION SUMMARY		
ANNUAL AND SEMI-ANNUAL PERFORMANCE EVALUATION SUMMARY		
(IDENTIFY ANNUAL PERIOD)		ADJECTIVE RATING
CATEGORY OF PERFORMANCE	Semi-Annual Review (identify strengths and weaknesses only)	Recommended Adjective Annual Rating for the Period
#1 – Quality and Effectiveness of Performing Administrative Support (20%) <i>PWS paragraph C.3.11</i>		
#2 – Quality and Effectiveness of Performing Environment, Safety & Health (ES&H); Quality Assurance (QA) and Field Support (20%) <i>PWS paragraph C.3.4</i>		
#3 – Quality and Effectiveness of Performing Project Support (30%) <i>PWS paragraphs C3.3, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.10</i>		
#4 – Control of Contract Costs and Quality & Effectiveness in Managing the Program (30%) <i>PWS paragraphs C.3.2, C.4, C.5, C.6, C.7, C.8, C.9</i>		
Summary or Comments:		

EXHIBIT 8: PERFORMANCE EVALUATION PROCESS FLOWCHART



ATTACHMENT J-6: SERVICE CONTRACT ACT WAGE DETERMINATION (WD)

WD 05-2423 (Rev.-12) was first posted on www.wdol.gov on 06/17/2011

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

Diane C. Koplewski Division of | Revision No.: 12 Director Wage Determinations | Date of Revision: 06/13/2011

State: Ohio - Pike

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 / POSITION / RATE / FOOTNOTE

01000	Administrative Support and Clerical Occupations	RATE
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

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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

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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	Electroneuro Diagnostic 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

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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

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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
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
15050	Computer Based Training Specialist / Instructor	25.57
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, Dry Cleaning	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

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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

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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 Conditioning 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

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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	

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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 Surface Programs (see 2)	20.60
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	Truck Driver, Light	12.76
31362	Truck Driver, Medium	15.11
31363	Truck Driver, Heavy	16.27
31364	Truck Driver, 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	Photo Finishing 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

<http://www.wdol.gov/sca.aspx#0>

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 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 Junior'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 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 regarding 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 classes 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 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 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.

ATTACHMENT J-7: PERFORMANCE GUARANTEE (RESERVED)

**ATTACHMENT J-8: SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX - Revision 1
(MOD 011)**

Portsmouth D&D Project

SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

Services listed in the Portsmouth Site Services and 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
- D&D D&D/Remediation Contract
- FSS Facilities Support Services Contract
- USEC United States Enrichment Corporation Contract
- Other Site Users Examples: Ohio National Guard, DUF6 Conversion Project

Cost Allocation - 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							
Project Support Requirements							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
I	Master Plan - The D&D contractor reviews and updates.	Initial development has been completed. Will assist DOE with review and providing subsequent input to the overall cleanup strategy document(s).	Update and maintain.	Provides input.	Provides input.	Provides input.	The Plan has been turned over to the D&D contractor, D&D contractor bears the cost burden for work necessary to maintain and update; other contractors and 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.	Assist DOE with providing oversight of the process and 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.	Each site contractor bears the cost burden of administration and implementation.

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.	Assist and support DOE in providing 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.	D&D contractor bears the cost burden for development of documents and regulatory involvement. Other contractors and 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.	Assist DOE with review and provide input to D&D contractor.	Develop and submit. Coordinate site-wide environmental reports.	Provide input and support.	Provide input and support.	Provide input and support.	D&D contractor bears the cost burden for development of documents and regulatory involvement. Other contractors and users bear internal and implementation costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Facilities D&D							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
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.	Assist DOE with oversight and support of facilities D&D activities.	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.	D&D contractor bears the cost burden for field work. Other contractors and users bear internal and implementation costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Facilities D&D							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	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.	Assist DOE with oversight and support of Facilities Transfer and Turnover Activities.	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.	Each contractor shall be responsible for the cost burden and verification process for facilities assigned to them by the CO.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Environmental Restoration							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
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.	Assist DOE with oversight and support of Soil Remediation Activities..	Perform soils remediation: Coordinate and notify affected tenants/contractors.	Provide support, if necessary.	Provide support, if necessary.	Provide support, if necessary.	D&D contractor bears the cost burden for remediation work. Other contractors and users bear internal and support costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Environmental Restoration							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	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.	Assist and support DOE with performance of independent oversight, 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	D&D contractor bears the cost burden for remediation work. ETS contractor bears the cost burden if/when it performs independent activities. Other contractors and users bear internal and support costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Waste Management							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
P/I	Management of Waste - Waste generated during Surveillance and Maintenance and D&D activities is managed by the D&D contractor.	Assist and support DOE with performance of independent oversight, independent monitoring and inspection activities. Coordinate with D&D contractor.	Receives, stores, and dispositions waste generated from D&D Project (D&D, FSS, ETS, and DOE) activities. Responsible for site wide waste disposal and recycling programs (e.g. aluminum cans, paper, including document shredding, if applicable).	Notify and coordinate with D&D contractor related to anticipate waste generation.	N/A	N/A	D&D contractor bears the cost burden for waste management and recycling program, administration, and implementation activities. Other contractors and users bear internal and support costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
On Site Waste Disposal Facility (OSWDF)							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	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.	Assist and support DOE with performance of independent oversight, independent monitoring and inspection of OSWDF Construction Activities.	Responsible for Construction Oversight.	Provide support, if necessary.	N/A	N/A	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.	Assist and support DOE with providing oversight and support to D&D contractor, if necessary.	Coordinate OSWDF location to ensure no shared site agreements are impacted.	Provide support to D&D contractor, if necessary.	N/A	Provide support to D&D contractor, if necessary.	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							
Surveillance and Maintenance (S&M) and Facility Stabilization							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
P/I	S&M Activities - S&M or facility maintenance activities are performed to prevent and correct maintenance for systems and facilities.	Assist and support DOE with providing oversight and support of S&M Activities. 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, 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 Section J, Attachment 5. 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.	Each contractor bears the cost burden for performing the S&M activities for their assigned facilities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Environmental, Safety, Health, and Quality							
Type of Interface	Task (Interface, Service - Mandatory)	ETS	D&D	FSS	USEC	Other Site Users	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).	Assist DOE with oversight and support providing annual baseline input to D&D contractor's planning and budget requirements. Receives services from D&D contractor.	Provides health physics and radiological site services and appropriate PPE (including but not limited to industrial safety equipment protective gear associated with contractor's safety program and policies) to ETS and FSS contractors and DOE.	Receives services from D&D contractor. Provide annual baseline requirements input to support the D&D contractor's planning and budgeting requirement.	Please refer to the <i>Summary of Services and Providers at the end of this section.</i>	Dosimetry services will be provided to DUF6 by D&D on a full cost recovery basis. Please refer to the <i>Summary of Services and Providers at the end of this section.</i>	D&D contractor bears the cost burden of program administration and implementation. Other site contractors bear internal implementation costs

<p>P</p>	<p>Industrial Hygiene Health and Safety Services and Equipment – Personal protective Equipment (including but not limited to industrial safety equipment, protective gear associated with contractor's safety program and policies), thermal equipment, Monitoring Equipment, respirators, and Other Services and Equipment Related to Health and Safety</p>	<p>Assist DOE with oversight and support providing annual baseline input to D&D contractor's planning and budget requirements. Receives health and safety services and equipment including (PPE) from the D&D contractor.</p>	<p>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.)</p>	<p>Receives health and safety services and equipment including (PPE) from the D&D contractor. Provides annual baseline requirements input to support the D&D contractor's planning and budgeting requirement.</p>	<p>N/A</p>	<p>N/A</p>	<p>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.</p>
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PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Safeguards and Security							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
I	Security Management (physical and personnel security) - FSS 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); access authorization; and declassification petition for GDP technology and equipment	Assist DOE with dissemination of necessary information to the FSS contractor to support security management program.	Provides necessary information to the FSS contractor to support security management program.	Provides security management services to DOE and DOE contractors.	Provides necessary information to the FSS contractor to support security management program.	Provides necessary information to the FSS contractor to support security management program.	FSS contractor bears the cost burden. Other site contractors bear internal and implementation cost

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Site Services							
Type of Interface	Task (Service - Optional Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
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.	Assist DOE with dissemination of necessary information to the FSS, if required.	Provides site-wide Protective Force services to all site entities. This includes implementation of the site security plans developed by the FSS contractor.	Provides 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.	The D&D contractor will bear the cost burden for the services. The other site contractors and users will bear internal and implementation cost.
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.	Assist and support DOE in oversight, and implementation of Emergency Management and Response	Provides Emergency Management and response services.	Provides information and support.	Provides information and support.	Provides information and support.	The D&D contractor will bear the cost burden for the services. The other site contractors and users will bear internal and implementation cost.

<p>S/I</p>	<p>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.</p>	<p>Assist and support DOE in implementation, management and oversight of Fire Protection Services, if required.</p>	<p>Provides site-wide Fire Protection services to DOE and site entities.</p>	<p>Provides necessary information and support, if required.</p>	<p>Provides necessary information and support, if required.</p>	<p>Provides necessary information and support, if required.</p>	<p>The D&D contractor will bear the cost burden for the services. The other site contractors and users will bear internal and implementation cost.</p>
<p>Type of Interface</p>	<p>Task (Service - Optional, Interface)</p>	<p>ETS</p>	<p>D&D</p>	<p>FSS</p>	<p>USEC</p>	<p>Other Site Users (on or off site)</p>	<p>Cost Allocations</p>
<p>S/I</p>	<p>Site Utility Services - Utility services (sanitary water, sanitary sewage, recirculating cooling water, landline telephones, 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.</p>	<p>Assist and support DOE with information and support.</p>	<p>Provides utilities.</p>	<p>Provides information and support.</p>	<p>Provides information and support.</p>	<p>Provide information and support.</p>	<p>The D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.</p>

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Project Support							
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	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 FSS. 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 FSS. Responsible for quality inspection of D&D material. Responsible for appropriate packaging and delivery to the loading dock area of D&D items to be shipped off-site. Responsible for shipping D&D generated wastes and materials.	Responsible to provide shipping and receiving services to DOE and DOE contractors and subcontractors. Services include: notification to the purchasing contractor that material is received and ready for inspection, maintaining a shared database to view and track shipment status, operating and managing the Transportation Control Center for monitoring security sensitive and other shipments for DOE.	N/A	N/A	The FSS 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.

I	Baseline Development Activities - D&D contractor will be developing and maintaining the D&D life-cycle project baseline and supporting the Critical Decisions process. The ETS contractor will be developing and maintaining the site-wide Integrated Lifecycle Baseline.	Receives baseline information and data package from site contractors and tenants. Owner of the site-wide Integrated Lifecycle Baseline.	Owner of the D&D life cycle project baseline. Supports ETS contractor with the site-wide Integrated Lifecycle Baseline.	Provides baseline to the ETS contractor to support the site-wide Integrated Lifecycle Baseline.	Provides baseline to the ETS contractor to support the site-wide Integrated Lifecycle Baseline.	Provides baseline to the ETS contractor to support the site-wide Integrated Lifecycle Baseline.	D&D contractor will bear the cost burden for the D&D project baseline. The ETS contractor will bear the cost burden for the integrated lifecycle baseline. The other site contractors and 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.	Provides support to DOE. Provide support and 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.	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.
Type of Interface	Task (Service - Mandatory, Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations

<p>I/S</p>	<p>Records Management and Document Control - Records (archives, newly generated, and received) will be kept by the FSS contractor. Every contractor is responsible for maintaining its records management program; however, records generated by the other site contractors will be sent to the FSS contractor. FSS contractor will provide document reproduction services to DOE, ETS, and D&D contractor.</p>	<p>Maintains own records management and document control system for its oversight and DOE generated documents.</p>	<p>Process, schedule, box, index and turn over to FSS any records located in buildings that are being prepared for D&D in accordance with NARA, DOE, and FSS site requirements. Maintains own document control system for internal documents.</p>	<p>Provides for Records Management services (including disposition) and document reproduction. Receives all records from other DOE contractors in support of the D&D. FSS contractor will provide document reproduction services to DOE, ETS, and D&D contractor.</p>	<p>Sends all project records to FSS contractor.</p>	<p>Sends all project records to FSS contractor.</p>	<p>FSS contractor bears the cost burden for records management program and implementation. The other site contractors/users will bear internal and implementation cost.</p>
<p>I/S</p>	<p>Cyber Security – Compliance of cyber security program, plans, and implementation.</p>	<p>Covered by PPPO.</p>	<p>Receives service from FSS contractor.</p>	<p>Provides cyber security service to D&D contractor.</p>	<p>N/A</p>	<p>N/A</p>	<p>FSS contractor bears the cost burden for cyber security.</p>

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Property Management							
Type of Interface	Task (Service - Mandatory, Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
I/S	Property Management - The FSS contractor has the responsibility for site wide DOE personal and real property management reporting. The FSS contractor is responsible for maintaining the FIMS and PIDS database by coordinating with other site contractors.	Assist DOE with dissemination of information to FSS contractor.	Manages assigned real and personal property and provides information to FSS contractor. Each contactor is responsible for disposition of assigned excess property.	Manages assigned real and personal property and responsible for reporting of real and personal property information for the D&D project. Each contactor is responsible for disposition of assigned excess property.	N/A	Manages assigned real and personal property and provides information to FSS contractor.	Contractors will bear the cost burden for cradle-to-grave management of assigned real and personal properties. However, the FSS contractor will bear the cost burden for reporting of property management information.
I	Fleet Management and Equipment Repairs - The FSS contractor is responsible for fleet management including the GSA vehicles and reporting for the D&D project. <ol style="list-style-type: none"> GSA interface Fuel and maintenance reporting Fleet maintenance scheduling GSA lease payment (including routine maintenance) 	Provide vehicles as required.	Responsible for management of assigned vehicles and equipment including the GSA vehicles.	Responsible for fleet management of assigned vehicles and equipment. Additionally, responsible for reporting for the D&D Project.	N/A	N/A	Contractors will bear the cost burden for fuel, tracking, and repair of assigned vehicles and equipment. The FSS contractor will bear the cost burden for management and reporting for Fleet Management.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
Project Support							
Type of Interface	Task (Service - Optional)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
S	Janitorial Services - Janitorial services that includes sanitary trash pickup, restroom cleaning, and shower cleaning.	Receives the services from the D&D contractor.	Provides janitorial services as needed for assigned facilities per J-5 unless otherwise noted for FSS.	Provides janitorial services for facilities specified in J-5.	N/A	N/A	Each contractor bears the cost burden for performing janitorial activities.

<p>S/I</p>	<p>Computer and Telecommunication Services - FSS is responsible for enterprise applications and installed hardware, providing telephones (landline and cellular), copiers, and computers and hardware maintenance except for DOE PPPO and ETS cellular phones. 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).</p>	<p>Receives computer and cellular phone services from DOE - PPPO, telephones from FSS, and radios from D&D.</p>	<p>Receives hardware and hardware maintenance service from FSS. 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, FSS, ETS, and DOE.</p>	<p>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.</p>	<p>N/A</p>	<p>N/A</p>	<p>Each contractor will bear the cost burden for its assigned scope.</p>
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S	Laundry Services - D&D contractor will provide the services to ETS and FSS.	Receives services from D&D contractor.	Responsible for the laundry services - also provides laundry services for ETS, DOE, and FSS.	Receives services from D&D contractor.	N/A	DUF6 may receive this service by D&D on a full cost recovery basis.	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. FSS will receive pest control services from D&D in facilities assigned.	N/A	N/A	D&D and FSS are responsible for the cost burden for the service they provide.
Type of Interface	Task (Interface)	ETS	D&D	FSS	USEC	Other Site Users	Cost Allocations
S	Mail Service - FSS contractor provides the central pick up and drop off service. Each contractor is responsible for its internal mail services.	Receives service from FSS. Responsible for dropping off ETS outgoing mail and retrieving ETS incoming mail from the designated central drop off point.	Receives service from FSS. 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. FSS 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. FSS 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	FSS contractor will bear cost burden for central pick up and drop off service.

<p>S</p>	<p>Training Service - FSS 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 FSS employees and its subcontractors. See Section.</p>	<p>Receives service from FSS and D&D contractors.</p>	<p>Receives service from FSS. Provides D&D specific training. Provides ES&H training to DOE and ETS.</p>	<p>Provides training service to ETS and D&D contractors, DOE, and other site users.</p>	<p>N/A</p>	<p>Receives service from FSS and D&D.</p>	<p>FSS contractor will bear cost burden general site training and D&D contractor will bear cost burden for D&D specific training.</p>
<p>I</p>	<p>Consolidated Financial Statement and D&D Fund Support.</p>	<p>Assist and support DOE with preparation of Consolidated Financial Statement and D&D Fund Support.</p>	<p>Provides information and support to ETS.</p>	<p>Provides information and support to ETS.</p>	<p>N/A</p>	<p>N/A</p>	<p>ETS contractor will bear cost burden for this task.</p>
<p>I</p>	<p>Technical Support for Annual Report to Congress on Environment, Safety, and Health Conditions.</p>	<p>Assist DOE with preparation of the Annual Report to Congress.</p>	<p>Provides technical support to DOE for Annual Report to Congress on Environment, Safety, and Health Conditions.</p>	<p>Provides information and support to D&D contractor.</p>	<p>Provides information and support to D&D contractor.</p>	<p>Provides information and support to D&D contractor.</p>	<p>ETS will bear cost burden for this task.</p>