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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

(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	To Be Inserted By Offeror		To Be Inserted By Offeror
002	Base Period: Environmental Technical Services	To Be Inserted By Offeror	To Be Inserted By Offeror	To Be Inserted By Offeror
003	Option Period: Environmental Technical Services	To Be Inserted By Offeror	To Be Inserted By Offeror	To Be Inserted By Offeror

(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

Pursuant to the Section I Clause entitled, FAR 52.232-22, *Limitation of Funds (Apr 1984)*, total funds in the amount of [*amount to be inserted at the time of Contract award*] have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through [*period to be inserted at the time of Contract award*].

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

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 contact 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 directs 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 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.3.5 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. Responsibilities include analyses, recommendations, and performing turnaround assignments for special projects and unique applications. This includes support in areas of nuclear safety, excess uranium inventory, uranium inventory management, characterization, processing, storage, packaging and transportation, value estimation and trending, marketing, and disposition.

Responsibilities include support and performance of independent assessments (e.g., Nuclear Material Management/Disposition Activity Oversight, Assessment and Tracking Report) of the site D&D contractor's application of NMC&A practices; analyze excess uranium inventory and management. Impact analyses of current programs/projects regarding the issuance of new and revised Federal, State, Local or DOE directives (i.e., orders, manuals, guides, notices, directives, and policies) shall be accomplished.

Uranium management includes planning for the disposition of uranium inventories, including activities such as updating the inventory data in the DOE Excess Uranium Inventory Management Plan and maintaining oversight of ongoing activities and plans to ensure consistency with DOE mission and regulatory requirements. Inventory updates and analysis may include off-site analysis of location, quantities, containers/cylinders, characteristics, disposition path, marketability, potential shipping and transfer issues, and estimated market value. Data will be developed proactively and maintained in the form of tables, graphs, and schedules and provided, as appropriate, in briefings and meetings with management, and maintained for ready reference. Required uranium characteristics include maintaining a history of the uranium, including conversion. Data shall include assessment of independent unit market prices and identification of optimum tails for enrichment or barter.

Contractor oversight of nuclear safety, nuclear criticality safety and Non-Destructive Assay (NDA) measurements includes document reviews, assessments and walk downs, coordination and review of D&D Basis of Interim Operation (BIO), D&D Documented Safety Analysis (DSA) and NDA measurement plans.

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 Contactor 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.

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.

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.
- 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 OUO), 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.

C.12 MINIMUM LABOR QUALIFICATIONS

For the performance of the PWS, the Contractor shall provide skilled labor workforce with the minimum labor qualifications specified below:

1. **Program Director** - Must have at a minimum of a Bachelor's Degree from an accredited school in a related field. Possess at least 15 years' experience in the appropriate field or twenty years related experience. Must be able to research and define project scope, schedule and budgets. Must demonstrate an enterprising, innovative, proactive management approach. Must be able to research and define multiple project scopes, schedules and targets. Desired: PMP Certification, DOE Experience, D&D project experience and/or nuclear facility experience.

2. **Senior Project Manager** - Must have at a minimum of a Bachelor's Degree from an accredited school and over 10 years of project management experience. Must have the ability to manage and direct larger and more complex engineering, environmental or constructions projects. Must demonstrate innovative and proactive project management approach along with strong verbal and written communication skills. Responsible for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. Relies on extensive experience and judgment to plan and accomplish goals. Must have the ability to direct and coordinate a variety of professional disciplines to achieve project goals. Desired: Project Management Professional (PMP) Certification, DOE Experience, D&D project experience and/or nuclear facility experience.

3. **Certified Project Manager** - Must have at a minimum of a Bachelor's Degree from an accredited school and 5 to 10 years of project management experience. Must possess strong verbal and written communication skills, must have the ability to

manage and direct engineering, environmental or constructions projects. Responsible for project planning and scheduling, cost estimating and monitoring, and quality review. Relies on extensive experience and judgment to plan and accomplish goals. Must have the ability to direct and coordinate a variety of professional disciplines to achieve project goals. Desired: PMP Certification, DOE Experience, D&D project experience and/or nuclear facility experience.

4. **Senior Engineer** - Must have a Bachelor's Degree in Engineering and 10-15 years' experience in engineering, PE preferred. Requires working knowledge of DOE operations, facility design, S&M and/or D&D; perform calculations and analyses of design components, equipment operations or corrective actions.

5. **Program Analyst** - Must have at a minimum an Associate Degree in Business from an accredited school or a minimum of 10 years' experience. Knowledgeable of Microsoft Office Suite; good attention to detail; database management, and office administration such as planning meetings, handling security and travel arrangements, and invoicing.

6. **Administrative Assistant II** - Must possess five years of general business experience, excellent communication skills, Microsoft Office proficiency. Must be able to prepare, proofread and format complex reports, presentations, and contract/task order documents using standard software. Must be able to complete documents, including reproduction, collation and delivery and be able to effectively handle a variety of competing job tasks and use good judgment in handling information.

7. **Senior Waste Engineer** - Must have a Bachelor's Degree in Engineering or equivalent and 10-15 years of waste management experience. Broad experience in all aspects of LLW, Mixed-LLW, TSCA and PCB waste management, radiological controls, hazardous materials transportation and waste storage operations.

8. **Project Planning Specialist** - Must have an Engineering or Business degree or equivalent experience and five years' experience. Working knowledge of project planning, scheduling and budgeting tools, task definition, interface with engineering for development of work control packages and job sequencing.

9. **Construction Management Specialist/Engineer** - Must have a Bachelor's Degree in Engineering or a minimum 10 years' experience in construction or D&D. Hands on experience with DOE facility S&M, modifications and repairs or D&D of radioactive contaminated facilities; work planning and scheduling, use of heavy construction equipment and supervision of union labor.

10. **Construction/Fire Protection Safety Specialist/Engineer** - Must have a Bachelor's Degree in Engineering or a minimum 10 years' experience in fire protection safety. Hands on experience with DOE facility S&M, modifications and repairs specifically related to fire protection; performance of fire hazards analyses; and design and operations of fire protection systems.

11. **Lead Scheduler** - Must have at a minimum a Bachelor's Degree in Construction Management, Engineering or related discipline. Ten or more years of experience with P6 Scheduling Software, Cobra and Earned Value Management working for Federal, Military, and commercial building construction and renovation projects. Must be familiar with DOE Orders, Cost Guides and DOE Order 413.3B.

12. **Cost Estimator** - Must have at a minimum a Bachelor's Degree in Construction Management, Engineering or related discipline. Four or more years of experience in

conceptual estimating and design/build delivery working for Federal, Military, and commercial building construction and renovation projects.

13. **Project Controls Engineer** - Must have at a minimum a Bachelor's Degree in Construction Management, Engineering or related discipline. Fifteen or more years of experience with P6 Scheduling Software, Cobra and EVM working for Federal, Military, and commercial building construction and renovation projects. Must be familiar with DOE Orders, Cost Guides and DOE Order 413.3B.

14. **Safeguards/Security Specialist** - Must have a minimum of a Bachelor's Degree in Science or Engineering Degree from an accredited school or a minimum of 15 years in DOD or DOE safeguard and security. Expert knowledge of applicable DOE orders and security requirements, nuclear operation considerations and tracking and conducting security exercises and training.

15. **Subject Matter Expert** - Must have at a minimum, of a Bachelor's Degree in a related field from an accredited school. Must possess at least 15 years of relevant, practical experience. Candidate must have a Bachelor's Degree in a related field from an accredited school and at least 15 years of relevant, practical experience. Experience in lieu of Bachelor's Degree is acceptable provided the candidate has at least 20 years of relevant, practical experience.

16. **Senior Regulatory Specialist** - Must have at a minimum of a Bachelor's Degree from an accredited school in environmental or physical science and/or demonstrated experience in the environmental area with 10-15 years of regulatory related experience. Requires an understanding of current business issues, utility design, construction activities, regulatory requirements, safety orders, government standards, and policies. Knowledge of Department of Transportation (DOT), EPA, State, Federal and local regulations and the effect they have on region operation business units. Desired: Experience working with the EPA, and Ohio/Kentucky environmental regulatory agencies, DOE experience, D&D project experience, and/or nuclear facility experience.

17. **Regulatory Specialist** - Must have at a minimum of a Bachelor's Degree from an accredited school in environmental or physical science and/or demonstrated experience in the environmental area with 5-10 years of regulatory related experience. Requires an understanding of current business issues, utility design, construction activities, regulatory requirements, safety orders, government standards, and policies. Knowledge of DOT, EPA, State, Federal and local regulations and the effect they have on region operation business units. Desired: Experience working with the EPA, and Ohio/Kentucky environmental regulatory agencies, DOE experience, D&D project experience, and/or nuclear facility experience.

18. **Sr. Environmental/Civil Engineer or Physical Scientist** - Must have at a minimum a Bachelor's Degree in environmental science or engineering from an accredited school and 10-15 years of environmental experience. Requires working knowledge of environmental regulations, environmental regulations, preferably from DOE sites, development of regulatory strategies and interpretations, preparation of EM program descriptions, and tracking compliance and technical support for public meetings. Must have the ability to become a Classification Officer/Derivative Classifier.

19. **Process/Facility Engineer** - Must have at a minimum BA/BS in Science, Engineering, or related field from an accredited school. Facility Engineering: Minimum 6 years'

experience in Construction, Engineering, Manufacturing, Project Management or Facilities Operations organizations. Knowledge and application of safe work practices. Ability to read and understand drawings. Desired: DOE experience, nuclear facility experience.

20. **Nuclear Safety Engineer** - Must have at a minimum a Bachelor's Degree in Nuclear and/or Mechanical Engineering from an accredited school. Minimum 5-10 years direct experience in nuclear safety analysis. Knowledge of fundamental nuclear, mechanical, electrical theory and engineering principles, nuclear regulations and regulatory processes. Ability to define problems collects information, evaluate data, draw valid conclusions, and develop solutions in a time-critical environment. Desired: DOE experience, NRC experience, D&D project experience and/or nuclear facility experience.

21. **Certified Safety Professional** - Must have at a minimum a Bachelor's Degree in Engineering from an accredited school. Must be a practicing Board Certified Safety Professional (CSP) with 10 to 15 years of experience in this field. Desired: DOE experience, NRC experience, D&D project experience and/or nuclear facility experience.

22. **Nuclear Criticality Engineer** - Must have at a minimum a Bachelor's Degree in Engineering from an accredited school and minimum 15 years' experience in NCS, including development of NCSEs, recent working knowledge of MCNP, KENO or similar models and use of double contingency principle, and support of DOE operations and designs. Desired: DOE experience, NRC experience, D&D project experience and/or nuclear facility experience.

23. **Fire Protection** - Must have at a minimum a Bachelor's Degree in Fire Protection from an accredited school or related science/engineering field, CFPS (Certified Fire Protection Specialist) or CSP (Certified Safety Professional). Minimum of 2 years safety, health or emergency response experience. Demonstrated knowledge of governmental safety, emergency response and security regulations including ANSI (American National Standards Institute), NFPA (National Fire Protection Association); demonstrated knowledge of industrial fire protection systems.

24. **Certified Health Physicist** - Must have a Bachelor's Degree in Science and/or Engineering from an accredited school and 10 years' experience. Requires Certification by the American Board of Health Physics (CHP).

25. **Document Control Specialist** - Must have at a minimum an Associate's Degree from an accredited school or minimum of 5 years in records management. Working knowledge of DOE requirements for management of environmental and project records, preparation of compliance documents as required for regulatory permits and in support of DOE operations. Desired: experience with database systems.

26. **Sr. Technical Writer/Editor** - Must have, at a minimum, a Bachelor's Degree in English or a related field from an accredited school. Must possess at least 10 years of technical writing experience. Must possess above average proficiency in Microsoft Word, strong organizational skills, and excellent communication skills.

27. **Technical Writer/Editor** - Must have, at a minimum, a Bachelor's Degree in English or a related field from an accredited school. Must possess at least 5 years of technical writing experience. Must possess average proficiency in Microsoft Word, strong organizational skills, and excellent communication skills.

28. **Sr. Certified Industrial Hygienist** - Must have at a minimum a Bachelor's in Science and/or Engineering from an accredited school or equivalent and 10 to 15 years of experience. Must be a practicing Board Certified Industrial hygienist (CIH).

29. **Public Affairs Specialist** - Must have at a minimum a bachelor's or master's degree in a related field from an accredited school or possess at least 10 years of relevant, practical experience in establishing and maintaining relationships with the general public, the news and information media, key officials, agency stakeholders, industry representatives, and/or community groups in order to communicate and disseminate program information which results in an understanding of the agency's mission and activities.

30. **Graphics Designer** - Must possess, at a minimum, an Associate Degree in a related field from an accredited school. Must possess 5 years of graphic design experience. Must possess strong conceptual and creative abilities, above average communication skills, and an understanding of design concepts. Must be highly skilled in advanced graphic principles and able to review documents for grammar corrections and compliance with company standards. Requires proficiency in graphic designing software such as PageMaker, CorelDraw, PowerPoint and Photoshop.

31. **Sr. Quality Assurance (QA)/Quality Control (QC) Specialist** - Must have at a minimum a Bachelor's Degree in Engineering and/or Science from an accredited school and 15 years of QA experience on DOE projects. Requires expert knowledge of 10 CFR 830, Subpart A and NQA-1, developing and conducting assessments, controls of S/CIs, and oversight of DOE contractor's QA programs.

32. **QA Specialist** - Must have at a minimum a Bachelor's Degree in Engineering from an accredited school and 5-10 years QA experience on DOE projects. Requires working knowledge of 10 CFR 830, Subpart A and NQA-1, developing and conducting assessments, controls of S/CIs, and oversight of DOE contractor's QA programs.

33. **Field Technician** - 10 years related experience and AA/AS/equivalent.

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 in 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

F.1 CONTRACT TERM

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 Effective Date of the contract.

(3) Option Period 1: 37 through 60 months after Effective Date of the contract

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 synopsized 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

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: TBD (*to be inserted at contract award*)

Majestic Drive

Suite 200

Lexington, KY, 40513

Email: TBD

(d) DOE COR:

U.S. Department of Energy, Portsmouth/Paducah Project Office

Attn: TBD (*to be inserted at contract award*)

Address: TBD (*to be inserted at contract award*)

(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. (*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.

<To Be Inserted by Offeror>

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
To be filled out at time of award	

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 Contactor’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:

[To be inserted at the time of contract award]

The above subcontracts require notification to, and consent by, the Contracting Officer 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 the 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 FACTILITIES

(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 [*Insert date at time of award*], 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) (As Required)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-7.

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

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

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

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

Responsible Corporate Official:

Name:
Position:
Company/Organization:
Address:
Phone:
Facsimile:
Email:

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

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

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

Corporate Board of Directors:

Name:

Position:

Company/Organization:

Address:

Phone:

Facsimile:

Email:

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

H.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.

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
I.31.	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	(A) "At least thirty (30) days from contract expiration; and sixty (60) days" (C) five (5) Years"

I.32.	FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	
I.33.	FAR 52.219-8UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	
I.34.	FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)	
I.35.	FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APR 2012)	
I.36.	FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	
I.37.	FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	Fill In: *"Zero"*
I.38.	FAR 52.222-3CONVICT LABOR (JUN 2003)	
I.39.	FAR 52.222-4 CONTRACT WORK HOURS AND SAFELY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)	
I.40.	FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	
I.41.	FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)	
I.42.	FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)	
I.43.	FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	
I.44.	FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)	
I.45.	FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)	
I.46.	FAR 52.222-46 Evaluation Of Compensation For Professional Employees (Feb 1993)	
I.47.	FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)	
I.48.	FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	
I.49.	FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (May 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)	TBD [*Data Contained On Pages*] TBD [*Proposal Dated*]
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), (K) Contracting Officer Fill In At Award
I.85.	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)	
I.86.	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)	
I.87.	FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) ALT I (AUG 2012)	
I.88.	FAR 52.245-9 USE AND CHARGES (APR 2012)	
I.89.	FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)	

I.90.	FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)	(A) Department Of Energy (B) Department Of Energy Solicitation No. DE-SOL-0003603. The Contract Administration Office Specified In Section G
I.91.	FAR 52.248-1 VALUE ENGINEERING (OCT 2010)	
I.92.	FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	
I.93.	FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)	
I.94.	FAR 52.251-1 GOVERNMENT SUPPLY SOURCES	
I.95.	FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEMS VEHICLES AND RELATED SERVICES (JAN 1991)	
I.96.	FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)	
I.97.	952.202-1 DEFINITIONS (FEB 2011)	
I.98.	952-203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	
I.99.	952-204-2 SECURITY REQUIREMENTS (MAR 2011)	
I.100.	952-204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)	
I.101.	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)	
I.102.	DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)	
I.103.	DEAR 952.208-7 TAGGING OF LEASED VEHICLES (APR 1984)	
I.104.	DEAR 952.208-70 PRINTING (APR 1984)	
I.105.	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)	
I.106.	DEAR 952.215-70 KEY PERSONNEL (DEC 2000)	See Section H Clause “Key Personnel”
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)	
I.111.	DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (AUG 2009) (ALTERNATE II) (AUG 2009)	

CLAUSES INCORPORATED IN FULL TEXT

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.

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

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE O 130.1	Budget Formulation Process
DOE M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3A	Unclassified Foreign Visitors Assignment Program
DOE O 150.1	Continuity Program
DOE O 151.1C	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A	Information Technology Management
DOE O 205.1AB	Department of Energy Cyber Security Management Program
DOE M 205.1-3	Telecommunications Security Manual
DOE O 206.1	Department of Energy Privacy Program
DOE N 206.4, CRD	Personal Identity Verification Program
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1	Independent Oversight Program
DOEO 231.1B	Environment, Safety, and Health Reporting
DOE M 231.2	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B	Scientific and Technical Information Management
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 252.1A	Technical Standards Program
DOE O 311.1B	Equal Employment Opportunity and Diversity Program,
DOE O 341.1A	Federal Employee Health Services
DOE O 350.1	Contractor Human Resource Management Programs (Chapters 1, 2, 8 & 9)
DOE O 410.2	Management of Nuclear Materials
DOE O 412.1A	Work Authorization System
DOE O 413.1B	Internal Control Program
DOE O 413.3B	Program and Project Management for the Acquisition of Capital Assets

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
DOE O 414.1D	Quality Assurance
DOE G 420.1-3	Implementation Guide for DOE Fire Protection and Emergency Service Programs
DOE O 420.1B, Change 1	Facility Safety
DOE O 422.1	Conduct of Operations,
DOE O 425.1D	Verification of Readiness to Startup or Restart Nuclear Facilities
DOE O 426.2	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430.1B, Chg. 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 G430.1-5	Transition Implementation Guide
DOE O 433.1B	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 5480.2A vs. DOE O 435.1/M 435.1-1
DOE O 436.1	Departmental Sustainability
DOE M 440.1-1A	DOE Explosives Safety Manual
DOE O 442.1A	Department of Energy Employee Concerns Program
DOE O442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2	Integrated Safety Management
DOE M 451.1B	National Environmental Policy Act Compliance Program
DOE G 458.1	Radiation Protection of the Public and the Environment
DOE O 460.1C	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1B	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE 461.2	Onsite Packaging and Transfer of Materials of National Security Interest
DOE P 470.1A	Safeguards and Security Program
DOE O 470.3B	Graded Security protection (GSP)
DOE O 470.4B	Safeguards and Security Program

DOE Directive (Orders, Policies, Notices, Manuals, Guidance, Standards)	Subject
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, Admin Change 1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6	Information Security
DOE O 472.2	Personnel Security
DOE O 473.3	Protection Program Operations
DOE O 475.1	Counterintelligence Program
DOE O 475.2A	Identifying Classified Information
DOE O 483.1	DOE Cooperative Research and development Agreements
DOE O 484.1, Admin Change 1	Reimbursable Work for the Department of Homeland security
DOE O 522.1A	Pricing of Departmental materials and Services
DOE O 523.1	Financial Management Oversight
DOE 534.1B	Accounting
DOE O 552.1A, Admin Change 1	Travel Policy and Procedures
DOE 580.1A	Department of energy Personal Property Management Program
DOE STD - 1027	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	Preparation Guide for the U.S. Department of Energy Nonreactor Nuclear facility Documented Safety Analyses

ATTACHMENT J-3: DELIVERABLES LIST

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	COR/CO
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 as Required	COR/CO	COR/CO
3.	Site-wide Integrated Project Performance Baseline Management and Updates	C.3.3.2	Initial and Update as Required	COR	COR Review
4.	Daily Status Report	C.3.4	Daily	COR	COR Review
5.	DOE Weekly Summary Status Report	C.3.4	Tuesday Following End of Week		
6.	DOE Weekly Facility Representatives Report	C.3.4	Tuesday Following End of Week and as Required		
7.	ETS Annual Work Plan	C.3.2.1	Initial, Annually and Update as Required	COR/CO	COR/CO
8.	Project Controls System User's Manual and Procedures	C.3.3.2	Initial and Update as Required	COR	COR Review
9.	DOE Risk Management Plan and Risk Register	C.3.3.2	Update as Required	COR	COR
10.	Site D&D Remediation/ Project Strategic Plan	C.3.10	Initial / Annually or as Required	COR	COR
11.	Stakeholder Involvement Plan	C.3.2.2	Initial and as Required	COR	COR Review
12.	Contractor Oversight and Administration Program Implementation Plan	C.3.11.1	Initial and as Required	COR	COR Review
13.	SSAB Work Plan	C.3.2.2	Initial and as Required	COR	COR Review
14.	Record Management Plan and Procedures	C.3.11.2.3	Initial and as Required	COR/CO	COR/CO/RM
15.	Annual Work Plan and Milestones	C.3.3.2	Annually and as required	COR	COR Review
16.	Annual Budget Briefing	C.3.3.3	Annually	COR/CO	COR Review

17.	Fiscal Reports (i.e., Funds Management, Spend Plan, ETC, EAC, Cost Management Report, etc.)	C.3.3.3	Monthly, Annually and as Required	COR/CO	COR/CO Review
18.	Stakeholder Involvement Report	C.3.2.2	Monthly, Annually and as Required	COR	COR Review
19.	Project Controls Activity Status Report	C.3.3.2	Monthly, Annually and as Required	COR	COR Review
20.	Trend and Strategic Analysis for Enforcement, Action, Compliance, Inspection, Impacts and Implementation	C.3.3.3	Monthly, Annually and as Required	COR	COR Review
21.	Grant Management Report	C.3.2.3	Monthly, Annually and as Required	COR/CO	COR Review
22.	Invoice Audit/Review Report	C.3.11.1	Monthly and as Required	COR/CO	CO Review
23.	Radioactive Waste Disposition, Shipping Forecast and Accomplishment Analysis Report	C.3.5	Monthly/ Annual and as Required	COR	COR Review
24.	Assessment of Site-Wide Database Systems Report	C.3.3.2	Monthly and as Required	COR	COR Review
25.	Monthly Project Status Report	C.3.3.2	Monthly and as required	COR/CO	COR Review
26.	Weekly Activity and Oversight Assessment Report	C.3.3.1	Tuesday Following End of Week	COR	COR Review
27.	Weekly Independent Project Performance Report	C.3.3.2	Tuesday Following End of Week	COR	COR Review
28.	Action Item Tracking Report	C.3.3.2	Tuesday Following End of Week and as Required	COR	COR Review
29.	Risk Management Plan and Risk Register	C.3.3.2	Quarterly and as Required	COR	COR Review
30.	Alternative Analysis and Impact Assessment Reports	C.3.3.2	As Required	COR	COR Review
31.	Regulatory Report to Identify Issues, Corrective Actions and Resolutions	C.3.9	Monthly and as Required	COR	COR Review
32.	EVMS Variance Report	C.3.11.1	Monthly and as Required	COR	COR Review
33.	ES&H/QA Corrective Action Plans	C.3.4	Monthly and as Required	COR	COR Review
34.	Funding Scenario and Cash Flow Projection Reports	C.3.3.3	Monthly and as Required	COR	COR Review

35.	ES&H/QA Program Activity and Oversight Assessment Report	C.3.4	Monthly and as Required	COR	COR Review
36.	Accident/Incident Investigation Report	C.3.4	As Required	COR	COR Review
37.	Waste Management Activity Oversight, Assessment and Tracking Report	C.3.5	Tuesday Following End of Week	COR	COR Review
38.	Regulatory Activity Oversight, Assessment and Tracking Report	C.3.9	Tuesday Following End of Week	COR	COR Review
39.	Investment Recovery Activity Oversight, Assessment and Tracking Report	C.3.7	Monthly and as Required	COR	COR Review
40.	Nuclear Material Management/Disposition Activity Oversight, Assessment and Tracking Report	C.3.8	Tuesday Following End of Week	COR	COR Review
41.	D&D Safety Basis Activity Oversight, Assessment and Tracking Report	C.3.10	Monthly and as Required	COR	COR Review
42.	DOE Monthly Safety Statistics Report.	C.3.4	Monthly and as Required		
43.	DOE Monthly Total Recordable Cases Chart	C.3.4	Monthly and as Required		
44.	DOE Monthly Days Away Restricted Transfer Chart	C.3.4	Monthly and as Required		
45.	DOE Monthly Negative Trend Analysis Report	C.3.4	Monthly and as Required		
46.	Infrastructure Activity Oversight, Assessment and Tracking Report	C.3.10	Monthly and as Required	COR	COR Review
47.	Technical and Administrative Services Activity Oversight, Assessment and Tracking Report	C.3.11	As Required	COR	COR Review
48.	Technical Evaluation Report	C.3.11	As Required	COR	COR Review
49.	Quality Assurance Plan	H.21	15 days after contract effective date	COR/CO	COR/CO
50.	Worker Safety and Health Plan	H.20	15 days after contract effective date	COR/CO	COR/CO

51.	Annual Site Environmental Report (ASER)	C.3.6	Provide input and support to D&D contractor, as Required.	COR/ D&D Contractor	COR Review

*Initial reports shall be delivered no later than 45 days after the contract effective date.

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)

TABLE OF CONTENTS

1. Introduction
2. Definition of Terms
3. Fee Structure
4. Organizational Structure
5. Responsibilities
6. Fee Overview/Requirements and Periods
7. Performance Evaluation Process
8. Termination for Convenience

EXHIBITS

1. Performance Evaluation Board (PEB) Members and Advisors
2. Performance Evaluation Rating Table, Performance Evaluation Conversion Chart And Award Fee Calculations
3. Rating Criteria
4. Rating Summary Tables
5. Performance Evaluation Summary
6. Performance Evaluation Process Flowchart

1.0 INTRODUCTION

Contract Number [*TBD - Insert at Contract Award]* 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 to substantially exceed standards 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 award fee 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 30 days prior to the start of the first evaluation period. Changes which do not impact the performance evaluation criteria or process, such as editorial or personnel changes may be made and implemented without being provided to the contractor prior to the start of the evaluation period.

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, 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 fee recommendation. The PEB chairperson will give the fee recommendation to the FDO.

(d) The FDO will review the PEB's recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination 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

(a) The total award fee available is TBD. An annual amount will be available for each fiscal year subject to contract adjustments through modification of the contract. Fee evaluation will conducted annually by fiscal year. The first evaluation period may be shorter than twelve months depending upon contract award. The contract transition period is expected to be (30) days or less. No fee is payable during the contract transition period.

(b) Following are the amounts currently available for each annual evaluation period:

Annual	Period	Amount Available
First	TBD	TBD
Second	TBD	TBD
Third	TBD	TBD
Fourth	TBD	TBD
Fifth	TBD	TBD

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

(d) 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 pool for the evaluation period shall be unilaterally decreased by the equivalent amount.

(e) The Government may unilaterally revise the distribution of the award fee 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, 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.

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 using the criteria contained in Exhibit 3, Rating Criteria (#1-4).

(2) The Rating Criteria, Exhibit 3, categories of performance #1-4 will be evaluated 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) found in Exhibit 3 to evaluate the contractor's performance. The PTE will review and numerically evaluate each Category of Performance criteria (#1-4) to determine the performance level by identifying strengths and weaknesses of the contractor. A weakness for any Category of Performance is defined as any 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 file maintenance. The PTE will use the documentation to ensure contractor has established adequate procedures to prevent recurrence of weaknesses.

(3) 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 along with the numerical rating using, Exhibit 3, for all Category of Performance items (#1-4). In addition, this written evaluation will be performed with consideration of Contractor Performance Reporting System (CPARS) criteria in the subjective evaluation. It is important that the performance evaluation process and CPARS evaluations are integrated for assuring consistency in both evaluations. Based on the above evaluation results, the PTE will provide the written notes on the strengths and weaknesses of the contractor and the numerical rating for each Category of Performance to report to the Technical Lead.

(b) Technical Lead's Actions

(1) 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 and on the written reports and numerical rating presented by the PTE.

(2) The Technical Lead will use Exhibit 4, Rating Summary Table, to record the PTE's rating for the period and the Technical Lead's adjective rating. The Technical Lead is not permitted to change the PTE's rating, but the Site Lead's Adjectival rating may differ from the PTE average rating. In addition to reporting the PTE's notes on the strengths and weaknesses of the contractor, the Technical Lead will annotate his/her rationale for selecting a particular adjective rating. The Technical Lead will report semi-annual strengths and weaknesses to the contractor and solicit input from the contractor for the annual evaluation.

(3) The Technical Lead will use Exhibit 5, Performance Evaluation Summary, to document the presentation of semi-annual strengths and weaknesses and annual adjective rating for the award fee.

(4) The Technical Lead will submit a completed Exhibit 4, Rating Summary Table, for presentation to the PEB.

(5) The Technical Lead notifies PEB members and any advisors of the date and time of the PEB meeting in accordance with the schedule established by the PEB chairperson. Additionally, the Technical Lead notifies the contractor of the date and time of PEB meeting and advises the contractor of when and how (written, oral, or both) he/she will be permitted to address the PEB as determined by the PEB chairperson. Generally, the contractor will be provided the opportunity to provide written materials (limited to no more than 20 pages) and make an oral presentation of up to 30 minutes. The presentation shall be provided by the contractor to the Site 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.

(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 fee is presented to the FDO within 30 days following the close of the evaluation period.

(2) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:

(a) Evaluations submitted by the PTEs and Technical Lead. 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; each PEB member will document their adjective rating from the definitions in Exhibit 2, Performance Evaluation Rating

Table, and provide their rationale by attaching notes to Exhibit 4 for their selection.

(4) The chairperson will collect members' Rating Summary Table, Exhibit 4, and review them. If any PEB member's adjective rating is below "Satisfactory" and this rating is lower than a PTE(s) numerical rating for that same area, appropriate discussions with that member(s) should be conducted to determine the PEB member's rationale. Lowering the adjective rating requires specific reasons, since the contractor will be aware of all weaknesses from the PTE's semi-annual evaluation. Once the chairperson is satisfied with the PEB's rating results, the chairperson will pass the individual member's rating sheets to the Technical Lead.

(5) The Technical Lead summarizes individual member's adjective ratings for the rating criteria using Exhibit 4, Rating Summary Table and provides a summary of the adjective rating to ensure PEB consensus with the resulting overall rating. The PEB will then strive to gain consensus on a fee/fee range recommendation to the FDO.

(6) The chairperson will prepare or will have the Technical Lead prepare a cover letter to transmit Exhibits 3, 4 and 5 to summarize the PEB's Adjectival Rating, to the FDO.

(7) The PEB Chair will meet with the contractor's manager semi-annually to discuss PTE and Technical Lead documented strengths and weaknesses, upon request. If issues have not been previously communicated by DOE to the contractor, this gives the contractor an opportunity to make corrective actions prior to the annual meeting of the PEB.

(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 amount of 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. This modification will decrease the total value of the contract commensurate with the amount of the fee unearned. The modification will be issued to the contractor within 14 days after the CO receives the FDO's decision.

8.0 TERMINATION FOR CONVENIENCE

In the event that the contract is terminated for the convenience of the government, the remaining award fee payable for the current period may be available for equitable adjustment in accordance with the termination clause of the contract. The remaining fee for all periods after the termination shall not be considered earned and therefore shall not be paid.

EXHIBIT 1: PERFORMANCE EVALUATION BOARD MEMBERS AND ADVISORS

Fee Determining Official:

Manager, PPPO Lexington	*Inserted at Award*

Following are PEB members and PEB advisors:

Portsmouth Site Manager (Chairperson)	*Inserted at Award*
Deputy Manager, PPPO Lexington	*Inserted at Award*
Lead Contracting Officer, PPPO Lexington	*Inserted at Award*
*Contracting Officer	TBD
*Technical Lead	TBD
*Project Team Evaluators[1]	TBD
*Attorney Advisor	TBD

*PEB Advisors Only - Non-Voting Participants

[1]The 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. No significant re-work.
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. Some limited, low-impact rework within normal expectations.
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. Some re-work required that unfavorably impacted cost and/or schedule.

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. Excessive rework required that unfavorably impacted cost and/or schedule.
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. Excessive rework required that had significant unfavorable impact on cost and/or schedule.*

*NOTE: For those 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 2: 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 2: PEMP CATEGORIES OF PERFORMANCE	Fee Weightings
1. Quality and Effectiveness of Documents and Associated Support pursuant to the Contract.	25%
2. Quality and Effectiveness of Performing and Oversight of Environment, Safety, Health, and Quality Assurance (ESH&QA).	30%
3. Quality and Effectiveness of Project Support.	30%
4. Program and Contract Management (to include cost management).	15%

Award Fee Calculation Methodology:

1. PTE assigns rating (0-25) for each Category of Performance
2. Multiply weighting percentage to each CP to arrive at weighted result.
3. Add weighted results together to arrive at overall weighted result.

*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 3: 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 & Effectiveness of Documents & Associated Support pursuant to Contract (25%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
QUALITY EVALUATION FACTORS:	NOTES ON STRENGTHS AND WEAKNESSES				
In this category, the contractor will be evaluated on its overall demonstrated ability to operate in a manner conducive to excellence by delivering high-quality, value-added support services in accordance with the PWS requirements that requires little or no DOE intervention. based on open, honest, and effective communication. Methods of Surveillance/ Assessment: 1. Contractor may 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). Success Criteria: DOE's evaluation of the quality and effectiveness of the delivered products and services will include, but will not be limited to: a) Whether products/services delivered comply with contract requirements, DOE and federal orders, directives, regulations, and statutes, as well as management instructions; b) Whether products/services demonstrate an appropriate level of professional due diligence, accuracy, clarity, and mission focus; c) The overall timeliness (i.e. IAW the established due dates) of the Contractor's deliverable work products; d) The extent and accuracy of any documentation, references, and background material accompanying a finished deliverable product; and e) The appropriateness of the format and clarity of written products, considering the intended audience for the deliverable product.	

EXHIBIT 3: 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, and Quality Assurance (ESH&QA) (30%)					
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 evaluated on its ability to demonstrate excellence in the performance and oversight of activities which promote the safety culture in a compliant manner to ensure all workers, the public and environment are protected from adverse consequences. The contractor will be evaluated on its demonstrated ability to effectively manage the ESH&QA support service requirements as identified in PWS section C.3.4. The ES&H & QA support will include, but will not be limited to, document reviews, reporting, investigations of accidents, trending of findings and observations, reviewing and analyzing corrective action plans and providing recommendations and follow up to ensure compliance. Methods of Surveillance/Assessment: 1. Contractor may 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). Success Criteria: DOE's evaluation of the quality and effectiveness of performing and oversight of ESH&QA activities will include, but will not be limited to: a) Whether the Contractor provides thorough evaluations and oversight of site contractor's safety programs including their adherence to DOE policies, procedures and orders b) Whether the contractor execution direct field observation and surveillance activities results in: 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; and iii. Timely occurrence reporting, corrective action recommendations, and causal analyses, as required.	

EXHIBIT 3: 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 Project Support (30%)					
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 evaluated on its ability to demonstrate excellence 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; C.3.10 D&D Oversight and Infrastructure Support; and C.3.11 Technical and Administrative Services. Methods of Surveillance/Assessment: 1. Contractor may 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). Success Criteria: DOE's evaluation of the quality and effectiveness of Project Support will include, but will not be limited to: 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) Effectiveness of communication with DOE and all stakeholders, to include coordinating and integrating resources, activities, and interfaces, and maintaining positive relationships with DOE and stakeholders.	

RATING CRITERIA #4					
PEMP Category of Performance (Quality Evaluation Factors)					
(IDENTIFY PERIOD)	RATING (Documents strengths/weaknesses)				
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
Program and Contract Management (to include Cost Management) (15%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
In this category, the contractor will be evaluated on its ability to demonstrate excellence in Program and Contract Management activities related to performance in the following functional areas of the PWS C.3.2, C.3.3 and C.4 – C.10. Methods of Surveillance/Assessment: 1. Contractor may 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).	NOTES ON STRENGTHS AND WEAKNESSES				

Success Criteria: DOE's evaluation of the quality and effectiveness of Program and Contract Management will include, but will not be limited to: a) Effectiveness of support in the areas of program management, planning and integration, business systems integration, technical services, and contract business management. b) Overall effective use of available resources, dependability and general coordination with the program office, including response to dynamic/urgent requirements and all security requirements. c) Whether the actual costs for the performance are reasonable for the work effort completed and within contract estimates, to include travel costs. d) Effectiveness of cost planning, ability to operate at or below budget for the contract, use of cost efficiencies, relationship of negotiated costs to actuals, submission of the reasonably priced change proposals, providing current, accurate and complete billing information. e) Clarity of and ability to trace cost relative to work schedule/technical progress. f) Whether the contractor exhibits reasonable/cooperative behavior with the site technical representatives and CO, including flexibility and responsiveness to inquiries. g) Whether the Contractor's status reports are submitted in accordance with contract reporting requirements, meet all contract requirements, and are timely and accurate in terms of technical, cost, and schedule reporting.	

EXHIBIT 4: RATING SUMMARY TABLE (IDENTIFY PERIOD)					
PTE'S CATEGORY OF PERFORMANCE RATING *Instructions: Each PTE Member assigns numerical ratings in number of points (0-25 evaluation points) for the applicable Category of Performance in the spaces below & the Technical Lead selects the Adjective Rating.* *PTE members are not 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.*	**#1** **Quality and Effectiveness of Documents and Associated Support pursuant to Contract # TBD (25%)**	**#2** **Quality and Effectiveness of Performing and Oversight of Environment, Safety, Health, and Quality Assurance (ESH&QA) (30%)**	**#3** **Quality and Effectiveness of Project Support (30%)**	**#4** **Program and Contract Management (to include cost management) (15%)**	**Comments**
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					

Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
Signature of PTE *(Date)*					
WEIGHTED RESULTS					
Signature of Site Lead: _____ Date					
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					
Comments:					

RATING SUMMARY TABLE **PEB EVALUATION AND RECOMMENATION OF ADJECTIVE RATINGS** **(IDENTIFY PERIOD)**					
PEB Member Selects Adjective Rating	#1 Quality and Effectiveness of Documents and Associated Support pursuant to Contract # TBD (25%)	#2 Quality and Effectiveness of Performing and Oversight of Environment, Safety, Health, and Quality Assurance (ESH&QA) (30%)	#3 Quality and Effectiveness of Project Support (30%)	#4 Program and Contract Management (to include cost management) (15%)	Comments
Signature of PEB: _____ *Date*					
Signature of PEB: _____ *Date*					
Signature of PEB: _____ *Date*					
Technical Lead Summarizes **-**					

Chairperson Review & PEB Recommendations	**Comments**
Signature of PEB Chairperson: _____ *Date*	

EXHIBIT 5: PERFORMANCE EVALUATION SUMMARY **ANNUAL AND SEMI-ANNUAL PERFORMANCE EVALUATION SUMMARY**		
(IDENTIFY ANNUAL PERIOD)	ADJECTIVE RATING	
CATEGORY OF PERFORMANCE	Semi-Annual Review (strengths and weaknesses only)	Recommended Adjective Rating for the Year
#1 – Quality and Effectiveness of Documents and Associated Support pursuant to Contract # TBD (25%)		
#2 – Quality and Effectiveness of Performing and Oversight of Environment, Safety, Health, and Quality Assurance (ESH&QA) (30%)		
#3 – Quality and Effectiveness of Project Support (30%)		
#4 – Program and Contract Management (to include cost management) (15%)		
Summary or Comments		

EXHIBIT 6: PERFORMANCE EVALUATION PROCESS

PTE solicits Contractor input and performs evaluation of criteria documenting narrative strengths and weaknesses, *rating criteria-exhibit 3*
↓
Technical Lead records PTE ratings and performs own evaluation and recommends adjective rating, rating summary table – exhibit 4
↓
Technical Lead consolidates documentation as a draft Performance Evaluation Report for presentation to the PEB (rating criteria-exhibit 3, rating summary table – exhibit 4 and available back-up documentation
↓
Technical Lead schedules the date for the performance evaluation board & notifies PEB and contractor; also advises contractor on how they will address PEB (written, oral or both)
↓
PEB Members evaluate and recommend selection of adjective ratings, rating summary table-exhibit 4
↓
PEB Chairperson reviews PEB members inputs and passes to Technical Lead
↓
Technical Lead summarizes individual PEB Member's ratings, rating summary table-exhibit 4 and updates the Performance Evaluation Report (if necessary)
↓
PEB recommends fee/fee rating based on adjective rating
↓
PEB Chairperson or Technical Lead prepares cover letter transmitting recommendation to FDO
↓
FDO drafts final fee determination memorandum and obtains HCA coordination
↓
CO prepares letter for FDO signature to notify the Contractor of the award fee decision; CO modifies contract reflecting FDO's determination; CO posts the Modification, a One-Page Scorecard and FDO letter with the Performance Evaluation Report on the Local Website within 30 days after FDO letter is issued.

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

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

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
01270	Production Control Clerk	18.77

01280	Receptionist	10.27
01290	Rental Clerk	9.84
01300	Scheduler, Maintenance	12.66
01311	Secretary I	12.66
01312	Secretary II	14.16
01313	Secretary III	15.79
01320	Service Order Dispatcher	15.16
01410	Supply Technician	17.70
01420	Survey Worker	11.21
01531	Travel Clerk I	12.86
01532	Travel Clerk II	13.72
01533	Travel Clerk III	14.55
01611	Word Processor I	11.21
01612	Word Processor II	12.58
01613	Word Processor III	14.07
05000	Automotive Service Occupations	
05005	Automobile Body Repairer, Fiberglass	17.26
05010	Automotive Electrician	16.60
05040	Automotive Glass Installer	15.87
05070	Automotive Worker	15.87
05110	Mobile Equipment Servicer	14.42
05130	Motor Equipment Metal Mechanic	17.26
05160	Motor Equipment Metal Worker	15.87
05190	Motor Vehicle Mechanic	16.77
05220	Motor Vehicle Mechanic Helper	14.33
05250	Motor Vehicle Upholstery Worker	15.13
05280	Motor Vehicle Wrecker	15.87
05310	Painter, Automotive	16.60
05340	Radiator Repair Specialist	15.87
05370	Tire Repairer	13.87
05400	Transmission Repair Specialist	17.26
07000	Food Preparation and Service Occupations	
07010	Baker	16.06
07041	Cook I	14.66
07042	Cook II	16.06
07070	Dishwasher	11.31
07130	Food Service Worker	11.31
07210	Meat Cutter	16.06
07260	Waiter/Waitress	12.28

09000	Furniture Maintenance and Repair Occupations	
09010	Electrostatic Spray Painter	18.18
09040	Furniture Handler	12.00
09080	Furniture Refinisher	18.18
09090	Furniture Refinisher Helper	14.06
09110	Furniture Repairer, Minor	16.30
09130	Upholsterer	18.18
11000	General Services and Support Occupations	
11030	Cleaner, Vehicles	11.17
11060	Elevator Operator	11.17
11090	Gardener	14.66
11122	Housekeeping Aide	11.22
11150	Janitor	11.22
11210	Laborer, Grounds Maintenance	12.28
11240	Maid or Houseman	10.04
11260	Pruner	11.22
11270	Tractor Operator	13.88
11330	Trail Maintenance Worker	12.28
11360	Window Cleaner	12.40
12000	Health Occupations	
12010	Ambulance Driver	13.53
12011	Breath Alcohol Technician	15.71
12012	Certified Occupational Therapist Assistant	21.21
12015	Certified Physical Therapist Assistant	20.47
12020	Dental Assistant	13.21
12025	Dental Hygienist	27.52
12030	EKG Technician	21.54
12035	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
12195	Medical Transcriptionist	12.82
12210	Nuclear Medicine Technologist	28.77
12221	Nursing Assistant I	9.38

12222	Nursing Assistant II	10.55
12223	Nursing Assistant III	11.51
12224	Nursing Assistant IV	12.92
12235	Optical Dispenser	15.47
12236	Optical Technician	14.04
12250	Pharmacy Technician	13.63
12280	Phlebotomist	12.92
12305	Radiologic Technologist	22.87
12311	Registered Nurse I	21.89
12312	Registered Nurse II	26.78
12313	Registered Nurse II, Specialist	26.78
12314	Registered Nurse III	32.40
12315	Registered Nurse III, Anesthetist	32.40
12316	Registered Nurse IV	38.83
12317	Scheduler (Drug and Alcohol Testing)	19.47
13000	Information and Arts Occupations	
13011	Exhibits Specialist I	17.15
13012	Exhibits Specialist II	21.25
13013	Exhibits Specialist III	26.00
13041	Illustrator I	17.15
13042	Illustrator II	21.25
13043	Illustrator III	26.00
13047	Librarian	23.53
13050	Library Aide/Clerk	11.37
13054	Library Information Technology Systems Administrator	21.25
13058	Library Technician	14.80
13061	Media Specialist I	15.33
13062	Media Specialist II	17.15
13063	Media Specialist III	19.13
13071	Photographer I	13.81
13072	Photographer II	15.45
13073	Photographer III	19.14
13074	Photographer IV	22.69
13075	Photographer V	26.46
13110	Video Teleconference Technician	16.45
14000	Information Technology Occupations	
14041	Computer Operator I	14.61
14042	Computer Operator II	18.72
14043	Computer Operator III	21.15

14044	Computer Operator IV	22.66
14045	Computer Operator V	25.09
14071	Computer Programmer I	21.74
14072	Computer Programmer II	24.22
14073	Computer Programmer III	(see 1)
14074	Computer Programmer IV	(see 1)
14101	Computer Systems Analyst I	25.57
14102	Computer Systems Analyst II	(see 1)
14103	Computer Systems Analyst III	(see 1)
14150	Peripheral Equipment Operator	14.61
14160	Personal Computer Support Technician	22.66
15000	Instructional Occupations	
15010	Aircrew Training Devices Instructor (Non-Rated)	25.57
15020	Aircrew Training Devices Instructor (Rated)	30.94
15030	Air Crew Training Devices Instructor (Pilot)	36.53
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
16250	Washer, Machine	9.91
19000	Machine Tool Operation and Repair Occupations	
19010	Machine-Tool Operator (Tool Room)	17.98
19040	Tool And Die Maker	21.26
21000	Materials Handling and Packing Occupations	

21020	Forklift Operator	13.69
21030	Material Coordinator	18.77
21040	Material Expediter	18.77
21050	Material Handling Laborer	12.13
21071	Order Filler	12.45
21080	Production Line Worker (Food Processing)	13.69
21110	Shipping Packer	13.86
21130	Shipping/Receiving Clerk	13.86
21140	Store Worker I	12.08
21150	Stock Clerk	16.41
21210	Tools and Parts Attendant	13.69
21410	Warehouse Specialist	13.69
23000	Mechanics and Maintenance and Repair Occupations	
23010	Aerospace Structural Welder	20.63
23021	Aircraft Mechanic I	19.80
23022	Aircraft Mechanic II	20.63
23023	Aircraft Mechanic III	21.49
23040	Aircraft Mechanic Helper	15.72
23050	Aircraft, Painter	18.91
23060	Aircraft Servicer	17.36
23080	Aircraft Worker	18.20
23110	Appliance Mechanic	18.69
23120	Bicycle Repairer	13.87
23125	Cable Splicer	26.73
23130	Carpenter, Maintenance	19.58
23140	Carpet Layer	18.58
23160	Electrician, Maintenance	23.78
23181	Electronics Technician Maintenance I	21.12
23182	Electronics Technician Maintenance II	23.33
23183	Electronics Technician Maintenance III	24.78
23260	Fabric Worker	16.61
23290	Fire Alarm System Mechanic	19.17
23310	Fire Extinguisher Repairer	15.48
23311	Fuel Distribution System Mechanic	19.64
23312	Fuel Distribution System Operator	15.77
23370	General Maintenance Worker	14.33
23380	Ground Support Equipment Mechanic	19.80
23381	Ground Support Equipment Servicer	17.36
23382	Ground Support Equipment Worker	18.20

23391	Gunsmith I	15.48
23392	Gunsmith II	17.78
23393	Gunsmith III	19.80
23410	Heating, Ventilation and Air-Conditioning Mechanic	18.45
23411	Heating, Ventilation and Air 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
23970	Woodcraft Worker	19.80
23980	Woodworker	15.48
24000	Personal Needs Occupations	
24570	Child Care Attendant	9.32
24580	Child Care Center Clerk	11.66
24610	Chore Aide	10.29
24620	Family Readiness and Support Services Coordinator	11.03

24630	Homemaker	12.96
25000	Plant and System Operations Occupations	
25010	Boiler Tender	24.95
25040	Sewage Plant Operator	18.18
25070	Stationary Engineer	24.95
25190	Ventilation Equipment Tender	16.70
25210	Water Treatment Plant Operator	18.18
27000	Protective Service Occupations	
27004	Alarm Monitor	14.22
27007	Baggage Inspector	10.64
27008	Corrections Officer	18.93
27010	Court Security Officer	18.63
27030	Detection Dog Handler	11.92
27040	Detention Officer	18.93
27070	Firefighter	17.41
27101	Guard I	10.64
27102	Guard II	11.92
27131	Police Officer I	18.22
27132	Police Officer II	20.24
28000	Recreation Occupations	
28041	Carnival Equipment Operator	14.75
28042	Carnival Equipment Repairer	15.58
28043	Carnival Equipment Worker	12.01
28210	Gate Attendant/Gate Tender	13.36
28310	Lifeguard	11.90
28350	Park Attendant (Aide)	14.94
28510	Recreation Aide/Health Facility Attendant	10.91
28515	Recreation Specialist	17.03
28630	Sports Official	11.91
28690	Swimming Pool Operator	17.67
29000	Stevedoring/Longshoremen Occupational Services	
29010	Blocker and Bracer	17.11
29020	Hatch Tender	17.11
29030	Line Handler	17.11
29041	Stevedore I	16.36
29042	Stevedore II	18.00
30000	Technical Occupations	
30010	Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	Air Traffic Control Specialist, Station (HFO) (see 2)	24.66

30012	Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	Archeological Technician I	16.51
30022	Archeological Technician II	18.47
30023	Archeological Technician III	22.89
30030	Cartographic Technician	22.89
30040	Civil Engineering Technician	20.48
30061	Drafter/CAD Operator I	16.51
30062	Drafter/CAD Operator II	18.47
30063	Drafter/CAD Operator III	20.60
30064	Drafter/CAD Operator IV	25.34
30081	Engineering Technician I	15.58
30082	Engineering Technician II	18.24
30083	Engineering Technician III	20.23
30084	Engineering Technician IV	25.29
30085	Engineering Technician V	30.93
30086	Engineering Technician VI	37.42
30090	Environmental Technician	19.29
30210	Laboratory Technician	19.26
30240	Mathematical Technician	22.71
30361	Paralegal/Legal Assistant I	17.74
30362	Paralegal/Legal Assistant II	21.96
30363	Paralegal/Legal Assistant III	26.89
30364	Paralegal/Legal Assistant IV	32.54
30390	Photo-Optics Technician	22.89
30461	Technical Writer I	22.89
30462	Technical Writer II	28.00
30463	Technical Writer III	33.03
30491	Unexploded Ordnance (UXO) Technician I	22.74
30492	Unexploded Ordnance (UXO) Technician II	27.51
30493	Unexploded Ordnance (UXO) Technician III	32.97
30494	Unexploded (UXO) Safety Escort	22.74
30495	Unexploded (UXO) Sweep Personnel	22.74
30620	Weather Observer, Combined Upper Air Or 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving 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 (AS REQUIRED)

ATTACHMENT J-8: SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

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.
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.
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 *Summary of Services and Providers at the end of this section.*	Dosimetry services will be provided to DUF6 by D&D on a full cost recovery basis. Please refer to the *Summary of Services and Providers at the end of this section.*	D&D contractor bears the cost burden of program administration and implementation. Other site contractors bear internal implementation costs

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	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.	Provides health and safety services and equipment (including PPE to all D&D project contractors and DOE. Specialty equipment and services (e.g. fall protection harnesses, combustible gas monitoring, oxygen monitoring, noise level monitoring, etc.) will be provided by the D&D contractor.)	Receives health and safety services and equipment including (PPE) from the D&D contractor. Provides annual baseline requirements input to support the D&D contractor's planning and budgeting requirement.	N/A	N/A	D&D contractor will bear cost burden for this task; however, each site contractor is responsible for developing health and safety plans and procedures for its own employees.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
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.

S/I	**Fire Protection Services** - Fire Protection supporting DOE sponsored D&D activities will be provided to all site entities by the D&D contractor. The contractors have the responsibility to support the Fire Protection services.	Assist and support DOE in implementation, management and oversight of Fire Protection Services, if required.	Provides site-wide Fire Protection services to DOE and site entities.	Provides necessary information and support, if required.	Provides necessary information and support, if required.	Provides necessary information and support, if required.	The D&D contractor will bear the cost burden for the services. The other site contractors and users will bear internal and implementation cost.
Type of Interface	Task (Service - Optional, Interface)	ETS	D&D	FSS	USEC	Other Site Users (on or off site)	Cost Allocations
S/I	**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.	Assist and support DOE with information and support.	Provides utilities.	Provides information and support.	Provides information and support.	Provide information and support.	The D&D contractor will bear the cost burden for the services. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES							
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

I/S	**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.	Maintains own records management and document control system for its oversight and DOE generated documents.	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.	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.	Sends all project records to FSS contractor.	Sends all project records to FSS contractor.	FSS contractor bears the cost burden for records management program and implementation. The other site contractors/users will bear internal and implementation cost.
I/S	**Cyber Security** – Compliance of cyber security program, plans, and implementation.	Covered by PPPO.	Receives service from FSS contractor.	Provides cyber security service to D&D contractor.	N/A	N/A	FSS contractor bears the cost burden for cyber security.

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. 1. GSA interface 2. Fuel and maintenance reporting 3. Fleet maintenance scheduling 4. GSA lease payment (including routine maintenance)	N/A	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.

S/I	**Computer and Telecommunication Services** - FSS is responsible for enterprise applications and installed hardware, providing telephones (landline and cellular), copiers, and computers and hardware maintenance. D&D Contractor is responsible for databases for D&D Project applications. D&D is responsible for providing radios (emergency as well as for routine day-to-day use).	Receives computer services from DOE - PPPO, telephones from FSS, and radios from D&D.	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.	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.	N/A	N/A	Each contractor will bear the cost burden for its assigned scope.

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.

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

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1. FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless -

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that -

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance - Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DOD, NASA, and the Coast Guard.

(B) The provision with its Alternate I apply to solicitations issued by DOD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Bio-based Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Bio-based Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I apply.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the

provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to -

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DOD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete,

and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2. FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION. (MAY 2011)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) Representation. By submission of its offer, the Offeror represents that —

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

K.3. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a reach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.4. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(a) Definitions. As used in this clause -

“Toxic chemical” means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA

(3) The list of Material Safety Data Sheets required by Section 311 of EPCRA

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

K.5. FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

K.6. DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE FACILITIES (DEC 2000)

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) By submission of its offer, the officer agrees to provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707.

(a) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision renders the Offeror unqualified and ineligible for award.

K.7. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*. (1) The Offeror represents as part of its offer that it is, is not a small business concern.

(2) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The Offeror represents as part of its offer that -

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The Offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The Offeror represents as part of its offer that is, is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the Offeror represented itself as a small business concern in paragraph (b) (1) of this provision*.] The Offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions*. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in

accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-Disabled Veteran-Owned Small Business Concern"-

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-Owned Small Business Concern," Means A Small Business Concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small

Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

(a) It * has, * has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

(a) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10. FAR 52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—CERTIFICATION (NOV 2011)

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

Person--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The Offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the Offeror--

(1) Represents, to the best of its knowledge and belief, that the Offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the Offeror, or any person owned or controlled by the Offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if -

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The Offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

K.11. DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE – ADVISORY AND ASSISTANCE SERVICES (JUN 1997)

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

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

(c) The statement must contain the following:

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

must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

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

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

K.12. COST AND FEE PROPOSAL CERTIFICATION

The Government publicly furnished certain cost, pricing, and/or estimating information regarding contract activities and requirements during the solicitation phase of this contract. By submitting a signed offer under this Solicitation, the Offeror certifies that:

(a) It fully recognizes that such information was not warranted in any manner by the Government as to its accuracy or validity, and was for information only;

(b) The Government does not represent such information as a preferred price offer under the solicitation; and

(c) Irrespective of the Government-furnished information, the Offeror's estimated cost and estimated fee, upon which this contract award is based, was independently and fully derived from the Offeror's own estimating methods, that the Offeror assumes full and complete ownership of its offered estimated cost and estimated fee, and that it fully acknowledges that the Government makes no warranties, express or implied, as to the completeness or accuracy of the Government-furnished pricing and estimating information.

K.13. SOLICITATION CERTIFICATION

By submitting its signed offer, the Offeror represents its understanding that Solicitation number DE-SOL-0003603 represents the current and complete contracting requirements of the Government for the Portsmouth Environmental Technical Services Contract. This Solicitation supersedes in its entirety any prior representations from the Government or attributed to the Government, including, but not necessarily limited to; any information formally provided by the Government prior to release of this Solicitation; remarks made by the Government during, or reported as a result of, industry one-on-one meetings; and any information or conjecture presented by the media, or any other source, on the Governments requirements for this Solicitation.

K.14. INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE INFORMATION (FOCI)

The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the DOE FOCI Electronic Submission System

(ESS) located at https://foci..anl.gov. Under the DOE FOCI ESS electronic signatures cannot be accepted; thus a signed SF-328 original, executed in accordance with the form's instructions, shall be submitted with the Offeror's offer/proposal to DOE.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission set forth in Solicitation Section A, Block 9, in accordance with Section L Provision entitled, FAR 52.215-1, Instructions to Offerors – Competitive Acquisition.

If the Offeror has an approved facility clearance, the Offeror shall identify (1) its DOE Facility Code (or DOD CAGE Code, if applicable), (2) the date the Offeror's completed Standard Form 328 was submitted, and (3) the date of the Cognizant Security Officer (CSO) A copy of the affirmative FOCI determination shall also be provided.

K.15. E-FOCI ELECTRONIC PROCESSING (MAY 2007)

In furtherance of DEAR 952.204-73, Facility Clearance, and Section L, Volume I, Proposal Preparation Instructions, Offerors/ /subcontractors and/or joint ventures that do not possess a Department of Defense (DOD) or a Department of Energy (DOE) Facility Clearance shall submit the information requested via https://foci..anl.gov website. Offerors/Teaming Partners/Subcontractors and/or Joint Ventures who possess a DOD or DOE Facility Clearance shall submit agency documentation that grants the facility clearance, including their company's assigned DOD commercial and government entity (CAGE) code or DOE facility code.

Please check, as appropriate:

Facility Clearance documentation has been submitted via https://foci..anl.gov

When filling out the eFOCI Registration form please include the following information:

- The FOCI Office that will review your FOCI submission when it is completed Environmental Management Consolidated Business Center
- Reason for Request – Paducah ETS Solicitation DE-SOL-0003603

Documentation granting Offeror's /subcontractor(s) and/or joint venture facility clearance is attached

Company Name and Address:

In relation to this solicitation, my company is responding as (please check, as appropriate):

Offeror

Subcontractor

Joint Venture

Other (please specify): _____

K.16. SIGNATURE / CERTIFICATION

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certifications made by the Offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 United States Code (USC) Section 1001.

_____ _____

Signature of the Officer or Employee Responsible for the Offer Date of Execution

_____

Typed Name and Title of the Officer or Employee Responsible for the Offer

_____

Name of Organization

_____

Address

_____

City, State, Zip Code

DE-SOL-0003603

Solicitation Number

K.17. LIST OF SECTION K ATTACHMENTS

Attachment No: Description

K.1 Standard Form 328 – Certificate Pertaining to Foreign Interests

https://foci.anl.gov

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION

Proposals shall conform to the instructions specified in this provision and specific instructions in Sections L.2, L.3, and L.4. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

A. Offerors are requested to submit an e-mail Notice of Intent to Offer to the contact stated in Block 10 of the Standard Form (SF) 33, within 15 days of the date of this solicitation. The Notice of Intent to Offer shall contain known Offeror information (e.g., teaming members and subcontractors) and appropriate contact information. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

B. The term “major or critical subcontractor” is defined as any proposed subcontractor that is performing work with a value of $3 Million or more over the contract period (inclusive of the option period) at any tier of the proposed organization.

C. This Solicitation requires Offerors to submit three separate volumes of written proposal information. Numbers of copies are shown below. Page limitations are provided in the specific proposal instructions for each volume:

   (1) Volume I, Offer and Other Documents – Original, 1 copy and 1 CD-ROMs.

   (2) Volume II, Technical Proposal – 5 copies and 2 CD-ROMs.

D. Volume III, Price Proposal – two (2) copies, and two (2) CDROMs. CDROMs shall be clearly labeled and contain files that can be read using Microsoft Office 2003 or Adobe Acrobat Reader. The CDROMs are provided for the convenience of the DOE Source Evaluation Board. The written material constitutes the official Offer and proposal. In the event of a conflict, the written material takes precedence over the CDROM text.

E. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal are to be submitted on 8 ½” x 11” sheets – no fold-out sheets are allowed. Printing is encouraged to be double-sided. Print type used in the text portions of the proposal shall be no smaller than size 10, including print type used in headers, footers, charts, graphs, figures and tables. Those pages that exceed the limits set forth in Section L of this Request for Proposal (RFP) will not be considered in the evaluation (Note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).

F. If a proposal exceeding the page limitation is received, the additional pages will not be read and evaluated by DOE. The pages exceeding the page limitation will be removed from the proposal and returned to the Offeror.

G. The Original of the Volume I proposal shall contain signed originals of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

H. Proposals are expected to conform to all solicitation provisions and be prepared in accordance with the instructions and outline contained in this solicitation. The proposal information will be reviewed to ensure compliance by the Offeror with all aspects of this solicitation. Failure to respond to or follow the instructions regarding the organization and content of each proposal volume may result in the Offeror's proposal being deemed non-responsive.

I. Using the Evaluation Criteria set forth in Section M, proposals will be evaluated in accordance with applicable Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions.

J. These instructions are provided to aid Offerors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation Criteria for this solicitation. The evaluation Criteria are contained in Section M of this solicitation. Do not assume that because you have had similar contracts with the Federal Government, including the Department of Energy, the reviewers know of your performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

L.2 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, OFFER AND OTHER DOCUMENTS (NO PAGE LIMITATION)

Volume I, "Offer and Other Documents," consists of the actual Offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information.

Volume I, "Offer and Other Documents," shall include the following (in the order listed):

A. Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.

(1) The solicitation number.

(2) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.

(3) The complete, formal name and address of the Offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.

B. Standard Form 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Offeror's

signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through J of this RFP) as written. Sections B through J of the model contract shall not be submitted, except for any required fill-in information. Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Offerors shall also acknowledge all amendments to the solicitation in Block 14 of the Standard Form 33. By signing the Standard Form 33, the Offeror certifies its full and complete acceptance of the model Contract (Sections A through J of this Solicitation). The individual signing the Standard Form 33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

C. Section B Provision entitled *Item(s) Being Acquired*. Offerors shall complete the table included in paragraph (C) of the provision.

D. Joint Ventures and/or Limited Liability Companies (LLCs) and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation.

E. The offeror shall provide a Guarantee of performance from its parent company in the form set forth in the Section L Attachment L-11 entitled, Performance Guarantee Agreement, which will become part of the resulting contract as a Section J Attachment. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror. The offeror shall identify, using the format in Section I clause, "Performance Guarantee Agreement and Responsible Corporate Official," a single responsible corporate official at a level above the contractor who is accountable for the Contractor regarding performance issues.

F. List of Key Personnel. A completed Section H clause titled, Key Personnel;

G. In accordance with the requirements of Section H Clause entitled, Major or Critical Subcontracts – Designation and Consent, the Offeror shall identify any proposed major critical subcontractors that the meet the dollar threshold identified in L.1(B) above.

H. Organizational Conflicts of Interests. Offeror, teaming or joint venture partners and major or critical subcontractors shall provide the statement described in Section K clause entitled *DEAR 952.209-8, Organizational Conflicts Of Interest Disclosure – Advisory and Assistance Services.*

I. Section K, Representations and Certifications. The Offeror, each team member (as defined in FAR Subpart 9.6), and each major or critical subcontractor shall complete the annual Representations and Certifications electronically via the Online Representations and Certifications Application (ORCA) web site and shall fully execute the Representations, Certifications and Other Statements of Bidders/Offerors in Section K including FOCI submission as required by Section L clause entitled, *DEAR 952.204-73, Facility Clearance*.

J. Remittance Address. If the Offeror's address shown on the Standard Form 33 is different from the remittance address, the remittance address shall be provided.

K. Additional Offeror Representations, Certifications, and Acknowledgments [*other than those executed in the Online Representations and Certifications Application (ORCA)*].

L. Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. The benefit to the government, if any, shall be explained for each deviation/exception taken.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, THE GOVERNMENT MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS.

M. Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each first tier subcontractor with a subcontract of $10 million or more is required to provide the information described above; and

N. Automated Clearing House (ACH) Form, See Section L Attachment L-1.

L.3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL PROPOSAL

A. General

(1) Volume II, Technical Proposal consists of the Offeror's approach addressing the technical and management aspects of the acquisition, its capabilities and what it will do to satisfy the requirements of the Performance Work Statement (PWS). The Offeror's Technical Proposal will be evaluated to determine such matters as the Offeror's understanding of the work to be performed, knowledge, and its technical approach to accomplish the requirements of the solicitation. The proposal should provide straight-forward, concise delineation, and sufficient detail to demonstrate the

Offeror's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.

(2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, No cost or price information shall be included in the *Technical and Management Proposa*l except for the size descriptions of the work the Offeror, its teaming members, and major or critical subcontractors are proposed to perform that are to be provided in the Attachment L-3 Relevant Experience and Past Performance Reference Information Form. Volume II (excluding any applicable Page Limitation items identified below in the Technical Evaluation Criteria in Paragraph C "Areas to be addressed") shall not exceed thirty-five (35) pages.

B. Format and Content

Volume II, Technical Proposal, shall include the following components:

- Table of Contents
- The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to the Performance Work Statement (PWS), Section L, and Section M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.
- List of Tables and Figures
- Technical Discussion

These major headings may be subdivided or supplemented by the Offeror as appropriate. No materials shall be incorporated by references that are not included in the Technical proposal. Each proposal part should stand alone.

Page Count Exceptions. Every page of the Volume II – Technical Quotation shall be counted towards the page limitation, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Relevant Experience and Past Performance Information Forms, Key Personnel Resumes, and Letters of Commitment.

Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government. The pages exceeding the page limitation will be removed from the quotation and returned to the Bidder.

C. Specific Areas to be Addressed

The Technical Discussion section shall clearly address each of the evaluation criteria outlined in Section M.4 as follows:

I. Evaluation Criterion 1 – Relevant Past Performance

(1) The Offeror shall provide a completed Attachment L-3, Experience and Past Performance Reference Information Form, for three (3) contracts similar in size, scope and complexity to the work described in the PWS which have been completed or are in progress during the past five (5) years from the effective date of the solicitation for the Offeror, each joint venture partner, LLC member, and all major or critical subcontractors. Size, scope and complexity are defined as follows:

a. Size - dollar value and contract duration

b. Scope - type of work (e.g., work as identified in the PWS)

c. Complexity - performance challenges and risks (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, NEPA and CERCLA requirements, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders, detailed cost reporting requirements, etc.).

For each of the contracts, the Offeror shall provide the information as requested on the Attachment L-3, Relevant Experience and Past Performance Reference Information Form. References should be provided solely for the work performed by the proposing division of the Offeror's company. The Offeror shall identify the portion of the work (size, scope, and complexity) performed by the entity specified in the form. Contract work for state and local Government, private sector clients, and subcontracts that are similar to the work described in the PWS will be evaluated equally with similar Federal contracts. The contracts for which Past Performance information is submitted for the Offeror, each joint venture partner, LLC member, and major or critical subcontract shall be the same contracts for which information is provided in Evaluation Criterion 4 - Relevant Company Experience.

(2) DOE intends to take a broad interpretation in determining relevancy of past performance information for work that is similar in size, scope and complexity to the work described in the PWS. DOE may place greater relevance on past performance of Offeror's traditional non-M&O cost reimbursement and fixed-price contracts than similar work under M&O contracts, with an emphasis on contract management, change control, schedule and cost performance, and timeliness of deliverables. The Offeror bears the burden of demonstrating the relevance and acceptability of its past performance; therefore, the Offeror is required to provide sufficient data for the Government to properly evaluate the past performance. It is the Offeror's responsibility to provide sufficient information to demonstrate the relevancy and similarity of the references provided for past performance evaluation to the PWS. If the Offeror is a newly formed entity, the Offeror shall provide the relevant past performance information for each of the members of the Joint Venture, LLC, or any other teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements.

(3) The Offeror shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems in Attachment L-3, Relevant Experience and Past Performance Reference Information Form. The problems should have been managed directly by the Offeror or the other team member for which Past Performance Evaluation Forms are being provided.

(4) The Offeror shall provide the Attachment L-4, Past Performance Questionnaire (PPQ), to each of the clients named on the Attachment L-3 if the referenced contract/project is outside of DOE EM. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified below and on the Attachment L-4, Past Performance Cover Letter, no later than the proposal due date.

(5) The Offeror shall be responsible for ensuring that all required PPQs are received by the appropriate responding official of each entity for which a reference is being requested. The Offeror shall also be responsible for ensuring that each required PPQ is received by the Contracting Officer from each responding official. PPQs are encouraged to be scanned and emailed to the following email address at: jodi.gordon@emcbc.doe.gov. If responding officials are unable to scan and email mail a copy to the following address:

U.S. Department of Energy

EM Consolidated Business Center

ATTN: Jodi Gordon

250 East 5th Street

Cincinnati, OH 45202

Offerors should allow adequate time for the completed forms to be returned to the Contracting Officer by the proposal due date.

However, DOE receipt of the questionnaires is not subject to the Section L Provision entitled *52.215-1, Instructions to Offerors - Competitive Acquisition* related to late proposals. The Offeror shall be responsible for following up with the reference points of contact and for ensuring that any required PPQ is completed and returned to the Government on time. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. Offerors may contact the Contracting Officer at the e-mail address to confirm the receipt of any required PPQs.

(6) DOE may solicit information from available sources, including references and clients identified by the Offeror, and will consider such information in its evaluation. References other than those identified by the Offeror may be contacted and be considered by the Government regarding the evaluation of the Offeror's past performance. DOE may check readily available Government records including pertinent DOE prime contracts, or from commercial references for relevant past performance information.

(7) The Offeror shall provide Attachment L-5, List of Contracts Terminated for Convenience or Default (partially or completely) within the past five (5) years with an explanation for the termination provided for the Offeror or other teaming participant and/or major or critical subcontractor for which Past Performance Evaluation Forms are being provided.

(8) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed subcontractor's or team members past performance, the prime can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

II. Evaluation Criterion 2 – Key Personnel and Staffing Approach

(1) The Offeror shall include a staffing plan that outlines the key personnel and any other resources to accomplish the work. The staffing plan shall include an overall staffing approach which consists of the proposed skill mix (a proper combination of people with varied skills to address all work areas), the method for obtaining, retaining and maintaining the depth and breadth of qualified staff (in accordance with security clearance requirements and minimum labor qualifications identified in Sections C.5 and C.11, respectively) necessary to perform the required services. The staffing plan shall outline the associated roles and responsibilities of the proposed Program Director and other proposed key personnel for performance of the work.

(2) The Offeror shall propose Key Personnel Positions and the individuals who will serve in those Key Personnel Positions it considers essential to the successful management and execution of the work proposed to be performed under the contract. In addition to the required Program Director position, the Offeror may propose up to four (4) additional positions that are critical to the overall performance of the contract. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to how the proposed positions will contribute to the effectiveness of the Offeror's staffing plan and the Offeror's capability to successfully perform the PWS. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of Key Personnel named by the Offeror. The Offeror shall discuss the proposed Key Personnel authority level and access to corporate resources**.** The Offeror shall provide resumes (using the format at Attachment L-2) for each proposed Key Personnel that would be assigned to the resulting contract. The resume for each proposed key position shall contain sufficient information to demonstrate the qualifications, education and relevancy of experience for each of the proposed Key Personnel that demonstrates his/her capability to perform in the position. The resume shall not exceed four pages and shall include three references of people who worked with the Key Personnel on contracts/projects and positions considered most similar in contract/task order/project type, size, scope, complexity, duration and relevant to the proposed Key Personnel's functions in the PWS**.** Size, scope and complexity are defined as follows:

(a) Size - dollar value and contract duration

(b) Scope - type of work (e.g., work as identified in the PWS)

(c) Complexity - performance challenges and risks (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, NEPA and CERCLA requirements, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders, detailed cost reporting requirements, etc.).

The Offeror shall also include a statement of commitment from the proposed Key Personnel. The Letter of Commitment for all proposed Key Personnel must reflect the individual's unconditional agreement to accept the position for a minimum of 2 years from the date contract performance begins if the Offeror is awarded the contract.

Failure to submit Letters of Commitment from all proposed Key Personnel and to provide resumes in the specified format may result in a lower evaluation rating for this factor or the Offeror's proposal being eliminated from further consideration for award. Failure to propose, at a minimum a Program Director, will result in the Offeror's proposal being eliminated from further consideration for award.

(3) The letter of commitment shall state, as follows:

"I, _____(proposed person's name) a proposed Key Person for _____ (name of Offeror) hereby certify that the all of the information contained in my resume which was submitted as part of the proposal in response to Request for Proposals (RFP)_____ is true and correct. Furthermore, if_____ (name of Offeror) is awarded the contract associated with the aforementioned RFP, I hereby agree to accept employment for the proposed position of_____ (insert title of proposed position) and commit to perform in this position for minimum of two (2) years from date of award."

_____ _____

Signature of Key Person Date

Upon award of the contract, the *List of Key Personnel* will become part of the Section H Clause entitled, *Key Personnel.*

III. Evaluation Criterion 3 – Technical and Management Approach

The Offeror's proposal shall describe its comprehensive approach to successfully implement and execute the technical and management requirements of the PWS to include the proposed staffing and associated labor categories for each major scope element within the PWS. Additionally, the technical approach shall discuss the following:

(1) Environmental Technical Services:

(a) Offeror's understanding/assessment of the work requirements identified in the PWS by major scope element (including any work performed by subcontractors) and shall describe the actions necessary to accomplish work requirements in a timely, comprehensive, and successful manner.

(b) Offeror's approach to the contract transition plan requirements identified in the PWS, including the timetable for orderly assumption of responsibilities and the application of resources during the phase-in period. The Transition Plan will also to be evaluated with respect to its feasibility, comprehensiveness, efficiency and effectiveness, including the extent that it provides for a smooth and orderly transition, identifies key issues and milestones, identifies potential barriers to a smooth transition, proposes solutions to the barriers identified, and minimizes impacts on continuity of operations.

(2) Organization: Offeror's organizational structure and rationale for the organizational structure, including any Contractor Teaming Arrangements and/or subcontracts proposed to support the requirements. The Offeror shall provide pertinent information on all team members and subcontractors including business size, division of scope among team members/subcontractors, lines of management authority, roles and responsibilities of each entity, and relationships among all team members and subcontractors.

(3) Risk Management: The Offeror shall identify the risks to successful performance of the PWS and its approach to eliminate, avoid, or mitigate the three (3) most significant identified risks. Offeror's should also discuss its management plan to respond rapidly and effectively to the Government's changing priorities and budget fluctuations over the life of the contract.

IV. Evaluation Criterion 4 – Relevant Company Experience

(1) Offeror Experience. The Offeror shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the PWS. Size, scope and complexity are defined as follows:

(a) Size - dollar value and contract duration

(b) Scope - type of work (e.g., work as identified in the PWS)

(c) Complexity - performance challenges and risks (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, NEPA and CERCLA requirements, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders, detailed cost reporting requirements, etc.).

(2) Major or Critical Subcontractors. In addition to the Offeror's relevant experience, the Offeror shall provide the relevant experience of any proposed major or critical subcontractors. The Offeror shall describe the relevant experience, similar in size, scope, and complexity, in relation to the portion of the PWS proposed to be performed by the major or critical subcontractor. If the Offeror is a newly formed entity with no experience, the Offeror shall provide relevant experience for its parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity.

(3) Relevant Contracts. The Offeror shall provide experience information on three (3) contracts performed by the Offeror and three (3) contracts performed by each proposed major or critical subcontractor using the form in Attachment L-3, Experience and Past Performance Reference Information Form, for each contract. If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. The contracts should be provided solely for the work performed by the proposing division of the Offeror's company. These contracts shall have been completed within the last five (5) years from the effective date of the solicitation or currently ongoing. Contracts may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts performed by the Offeror, subcontractor, or other entity. For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the Offeror shall identify that portion of the work (as both a percentage and the types of work activities) the Offeror/subcontractor/other entity performed during the referenced contract.

Attachment L-3, Relevant Experience and Past Performance Reference Information Form is limited to seven (7) pages. Information pertaining to Evaluation Criterion 4– Relevant Company Experience shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3. The contracts referenced for each entity shall be the same contracts for which Past Performance information is provided for in Evaluation Criterion 1 – Relevant Past Performance above.

All information provided under this evaluation factor by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major or critical subcontractors, and/or teaming participants) under the Offeror's proposed approach.

L.4 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, COST AND FEE PROPOSAL

(a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.

(b) There is no page limitation on the cost proposal.

(c) The Offeror shall propose cost by Government fiscal year corresponding to the cost for performing the PWS. Offerors should assume an anticipated award date of June 1, 2013. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.1 below. Proposed costs shall be provided based on the definitions of fiscal years noted in Table L.1. There is no fiscal year carryover of funds.

Table L.1: Anticipated Funding Profile for the Portsmouth Environmental Technical Services Contract

	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total
Estimated Contract Funding	$4.1M	$12.5M	$12.8M	$13.1M	$13.4M	$9.1M	$65M
FY2013, FY2014, FY2015, FY2016, FY2017, and FY 2018 are defined as the period October 1 to the following September 30. For example, FY2013 is the period October 1, 2012 through September 30, 2013.							

(d) The Offeror shall propose total estimated Cost and Award fee in accordance with Section B.2. In demonstrating their compliance with funding restrictions, the Offeror shall spread the proposed award fee over the number of months covering contract performance for the base period and the option period. The Offeror should then apply the results to the number of months on each fiscal year to calculate fee for each fiscal year.

(e) The Offeror shall format and present all cost information to provide full traceability (cross-references) between the completed Cost Template Worksheets at Section L, Attachment L-6, the completed Direct Labor Hours Summary provided as Attachment L-7, and the information required in the technical proposal. Instructions for completion of the required Cost Template Worksheets are included in the worksheet entitled Table of Contents at Attachment L-6 and within the individual worksheets included in the Attachment L-6 Excel workbook. Instructions for completion of the required Direct Labor Hours Summary, Attachment L-7, are included in the Attachment L-7 Excel workbook.

(f) Basis of Estimate. The cost proposal shall include a breakdown of cost correlated with the PWS and consistent with the Offeror's technical proposal and the WBS in Attachments L-6 and L-7. The Offeror shall provide the cost proposal using the WBS included in Attachments L-6 and L-7. The Offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including summary of work scope, summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS), summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's costs to perform the contract requirements and sources of estimating information), and other related information to provide a clear understanding of the Offeror's Basis of Estimate (BOE).

The Offeror shall thoroughly explain the methodology, approach and rationale it used for

developing its costs for each WBS element and shall provide all detailed information described above to provide a clear understanding of the Offeror's BOE. Offerors shall clearly indicate for each WBS by cost element (direct labor, fringe, other direct costs, etc.) within the WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element. Offers shall be sufficiently detailed to demonstrate cost reasonableness and cost realism.

(g) Cost elements. The cost proposal shall be provided by major cost elements, where applicable:

(1) direct labor including labor categories, direct labor hours and direct labor rates for each labor category type;

(2) fringe benefits;

(3) direct labor overhead;

(4) other direct costs (materials, subcontract costs less than $3M, travel (see limitation on extended personnel assignments travel cost reimbursements in Section C.10) relocation, Other Direct Cost elements (specify));

(5) material handling overhead;

(6) joint venture/LLC member/ subcontractors ($3M or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph); and

(7) General and Administrative (G&A) costs.

(h) The Offeror's cost proposal shall identify the proposed costs for all joint ventures, LLC members, or subcontractors ($3M or more). Joint ventures', LLC members', and subcontractors' ($3M or more) cost proposals shall be provided by the Offeror, which reconcile to the proposed costs in the Offeror's proposal correlated with the PWS, consistent with its technical proposal and the WBS. Cost and financial data shall be fully supported. Joint Ventures', LLC members, and subcontractors' ($3M or more) cost proposals shall be provided in the same level of detail as described above.

(i) Direct Labor: The Offeror shall use the format shown in Section L, Attachment L-7 to provide a direct labor hour summary, by fiscal year, showing the total estimated direct labor hours (Offeror's hours, subcontractor hours, all joint ventures, LLC members, and any other direct labor hours) required to complete the Performance Work Statement (PWS) and remain consistent with its technical proposal and the WBS. The information provided in the worksheet shall be fully traceable to the cost proposal. Historical Service Level information indicating the level of effort currently being provided to DOE for significant elements of the PWS is shown at Attachment L-8 for Offeror's consideration in preparation of its cost proposal. The historical service level information included at Attachment L-8 should be considered for information purposes only. In accordance with the requirement of Section H provision entitled, *Nondisplacement of Qualified Workers*, Bidders shall consider, for information purposes only, the historical labor rates for the Labor Categories subject to the Service Contract Act located in Attachment L-11, Service Contract Act Labor Categories."

(j) Indirect Costs: The Offeror shall provide a detailed estimate for each indirect rate proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation

pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year.

The Offeror shall also provide a detailed estimate for each corporate indirect rate (other than the indirect costs provided above) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the corporate indirect rates by fiscal year.

The Offeror shall provide a detailed explanation based on the proposed corporate organizational structure as to whether corporate home office allocation is applicable to the proposed contract or not. This information shall also be provided for each joint venture member and LLC member.

(k) Contract Transition Cost: The contract transition period is the time between the effective date of the contract and the date the Offeror assumes full responsibility. All transition cost should be included under WBS 3.1, which is PWS Section C.3.1. Offerors shall assume a 30 calendar day contract transition period. (This is for proposal preparation purposes only. The actual contract transition period may be different.)

Offerors shall provide a contract transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the Offeror's preferred format, but shall address the cost of the contract transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each proposed labor category); indirect cost allocations (by pool type and rate); travel, materials, subcontracts, and all other cost elements related to the period of transition. For proposal preparation purposes, Offerors shall assume that office space and equipment are available at the time of contract transition. Transition costs shall be summarized in the Exhibit B Cost Worksheet for CLIN 001 provided at Attachment L-6.

(l) Energy Employees Occupational Illness Compensation Program Act (EEOICPA) Costs: The Offeror shall propose any applicable EEOICPA costs for each Government fiscal year.

(m) Escalation: The Offeror shall use a minimum escalation factor of 2.5% for each Government fiscal year.

(n) Fee: The maximum award fee proposed shall not exceed 7%.

(o) The Offeror and any major or critical subcontractor or if a joint venture or newly formed entity, each member, shall include responses to the questions at Attachment L-9 with its proposal submission.

(p) The Offeror shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see Section L.1 for quantities to be provided of each): Attachments L-6 and L-7, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. Any written text for the Volume III Cost Proposal shall be submitted using Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.

(q) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).

(r) For audit purposes, the Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC or has subcontractor(s) ($3M or more), this data must be provided for each entity.

(s) If this is a newly formed joint venture or LLC entity, the Offeror shall provide a detailed description of the proposed organizational structure including a corporate organization chart (including ownership percentage), whether the proposed entity will be populated or unpopulated, a description of how the entity will be overseen by the Board of Directors, and other related information on the corporate structure.

(t) The Offeror shall provide a current balance sheet, statement of operations (profit/loss) statement, and cash flow statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, the Offeror shall provide financial statements (audited, reviewed or compiled), where available, for the last three accounting periods. Financial Statements must include, at a minimum, a balance sheet, statement of operations (profit and loss), and cash flow statement. This data must be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be $3M or more.

(u) If the Offeror is a joint venture, LLC, or subcontractor ($3M or more) and these entities are covered by Cost Accounting Standards (CAS), the entities shall submit its most recent CAS Disclosure Statement. In addition, entities shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.

(v) The Offeror shall provide documentation for Responsibility Determination and Financial Capability as outlined below:

(1) FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years and any available lines of credit. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement.

(2) Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective Awardee. The Government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

(w) Accounting system. Offerors shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting

system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost type contracts. Offerors shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. If the accounting system has been formally approved or has recently been reviewed by the cognizant audit office, the Offeror shall provide a copy of either the determination made by the contracting officer and/or a copy of the audit report that was issued. If the accounting system has not been review by any government auditing office, then the Offeror shall state this. In addition to stating that the Offeror's accounting system has not been reviewed by any government auditing office, the Offeror shall provide responses to Section II, Evaluation Checklist, found in Standard Form (SF)1408, *Pre-award Survey of Prospective Contractor Accounting System*. To access SF 1408, visit the following website:

https://www.acquisition.gov/far/current/html/FormsStandard41.html

The same accounting system information described in this paragraph shall be provided for any major or critical subcontractor, or if a joint venture or newly formed entity, each member. The successful Offeror and any major or critical subcontractor, or if a joint venture, LLC, or newly formed entity, each member, will need to have an adequate accounting system. If the system has not been approved or has not been recently audited, the Contracting Officer will request that an audit be performed to ensure the system is adequate.

L.5 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments to the public. The solicitation and any amendments will be posted to the Portsmouth Engineering and technical Services procurement website at:

http://www.emcbc.doe.gov/portsmouth%20ets/

The above electronic medium will constitute the official distribution method for this Solicitation. All amendments and any other official communications from the agency regarding this Solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the Solicitation. The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the Contracting Officer.

L.6 PRE-SOLICITATION CONFERENCE AND SITE TOUR

To the extent that information is reasonably obtainable, Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

A pre-solicitation conference and site tour will be conducted on June 26, 2012 after the draft RFP is released. The location is at the Portsmouth GDP near Piketon, OH. To facilitate the

Government's planning, please provide the name, organizational affiliation, individual's social security number, telephone number, e-mail address and citizenship of each proposed attendee to the following email address: jodi.gordon@emcbc.doe.gov no later than 4:00 P.M., June 29, 2012 EDT. There is a limit of three (3) representatives per company. Only U.S. Citizens are permitted. A valid form of picture ID must be provided to security personnel in order to obtain entrance to the site. Photography/video will not be permitted during site visits. Interested parties will be able to submit questions to PortsETS@emcbc.doe.gov. Additional information regarding the pre-solicitation conference and site tour will be posted to the Portsmouth ETS procurement website at http://www.emcbc.doe.gov/portsmouth%20ets/.

Attendance at the site visit is not mandatory. The Government will not reimburse any Offeror for expenses related to attendance of this pre-solicitation conference and site visit.

L.7 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Award Fee type contract.

L.8 DOE ISSUING OFFICE

Tamara L. Miles

Contracting Officer

U.S. Department of Energy

Environmental Management Consolidated Business Center

Office of Contracting

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Cincinnati, Ohio 45202

Telephone: (513) 246-1367

Facsimile: (513) 246-0529

E-mail: tamara.miles@emcbc.doe.gov

L.9 PROPOSAL DELIVERY AND PACKAGE MARKINGS

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM:
MAIL TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
110 Boggs Lane, Suite 450
Springdale, OH 45246

Solicitation No: **DE-SOL-0003603**
Due Date: October 4, 2012 (Not Later Than 3:00 p.m. local time)
(Attention: Jodi Gordon)

Next Day Delivery (e.g. U. S. Postal Service Express Mail or commercial couriers) proposals Shall be marked as follows:

FROM:
SEND TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
110 Boggs Lane, Suite 450
Springdale, OH 45246

Solicitation No: **DE-SOL-0003603**
Due Date: October 4, 2012 (Not Later Than 3:00 p.m. local time)
(Attention: Jodi Gordon)

Hand carried proposals shall be marked as follows:

From:
Hand Carry To:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
110 Boggs Lane, Suite 450
Springdale, OH 45246

Solicitation No: **DE-SOL-0003603**
Due Date: October 4, 2012 (Not Later Than 3:00 p.m. local time)
(Attention: Jodi Gordon)
Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery:

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted.

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 3:00 p.m. local time on Federal workdays and no later than 3:00 p.m. local time on . Delivery to any other location than that specified herein is unacceptable.

L.10 DOE-L-1001 QUESTIONS CONCERNING THE SOLICITATION

Questions concerning this solicitation must be submitted via email to PortsETS@emcbc.doe.gov, not less than 15 days before the established due date for proposals to allow a reply to reach all prospective Offerors before the submission of their proposals. Any questions received after such time may not be answered prior to the date that proposals are due. Each question should clearly specify the solicitation area to which it refers. Answers will be made available to the public as soon as practicable via the procurement website: http://www.emcbc.doe.gov/portsmouth%20ets/.

Any information concerning this solicitation will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check the procurement website to ascertain the status of any answers to questions, as hard copies will not be distributed.

L.11 DEAR 952.204-73, FACILITY CLEARANCE (MAR 2011)

NOTICES

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. Contractors are encouraged to submit this information through the use of the online tool at https://foci.anl.gov. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the Offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in Standard Form 328. 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 must also be furnished concurrently to the cognizant security office.

(b) Definitions

(1) Foreign Interest means any of the following -

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to

classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the Offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

NOTICE TO OFFERORS - CONTENTS REVIEW - PLEASE REVIEW BEFORE SUBMITTING

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and,

(5) A summary FOCI data sheet.

NOTE: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

L.12 DOE-L-1016 CONTACTS REGARDING FUTURE EMPLOYMENT

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.13 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-proposal conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an Offeror must be acknowledged in accordance with the solicitation provision "Instructions to Offerors - Competitive Acquisition." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

L.14 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 270 days after the required date for receipt of initial proposals or final proposal revisions, whichever is later.

L.15 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.16 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.17 NUMBER OF AWARDS

It is anticipated there will be one award resulting from this solicitation.

L.18 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION

This acquisition is a set-aside for small businesses. The size standard for this solicitation is 500 employees under NAICS code 562910 “Environmental Remediation Services.”

L.19 DOE-L-1012 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

(c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In

determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.

(d) The SBA has issued several decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

(1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the PWS. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.

(3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture the SBA considers whether the majority of the technical expertise resides among the joint venture members.

(5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

L.20 DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE

Alternate proposals are not solicited, are not desired, and will not be evaluated.

L.21 AWARD WITHOUT DISCUSSIONS WITH OFFERORS

The Government intends to make selection and award based on the initial offer as set forth in FAR 15.306(a). It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to expand, clarify or revise proposals at a later date

Offeror’s initial proposals shall be reviewed to determine whether they satisfy the requirements of this solicitation. The contracting officer may eliminate those proposals so grossly and obviously deficient as to be totally unacceptable on their face from further consideration before the initial evaluation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of any of the proposal volumes may result in the Offeror's entire offer, consisting of volumes I through III being eliminated from the initial evaluation; and if such an offer becomes eliminated

from initial evaluation, revisions to any of the proposal volumes will not be considered for evaluation.

L.22 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202
Attention: Tamara L. Miles

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.23 DEAR 952.233-2 SERVICE OF PROTEST (FEB 2005)

As prescribed in 48 CFR 933.106(a), the following is added to the end of the provision at FAR 52.233-2:

(a) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.24 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

http://acquisition.gov/comp/far/index.html

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

The following solicitation provisions are incorporated by reference:

Table L - 2

Provision No.	FAR/DEAR Reference	Title
L.24.a	FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
L.24.b	FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)
L.24.c	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.24.d	FAR 52.232-14	Notice of Progress Payments (APR 1984)
L.24.e	FAR 52.237-1	Site Visit (APR 1984)
L.24.f	FAR 52.237-10	Identification of Uncompensated Overtime (OCT 1997)
L.24.g	FAR 52.247-45	F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)
L.24.h	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)
L.24.i	DEAR 952.233-4	Notice of Protest File Availability (AUG 2009)
L.24.j	DEAR 952.233-5	Agency Protest Review (SEP 1996)

L.25 LIST OF SECTION L ATTACHMENTS

L-1 Automated Clearing House (ACH) Form

L-2 Key Personnel Standard Resume Format

L-3 Relevant Experience and Past Performance Reference Information Form

L-4 Past Performance Sample Letter and Questionnaire

L-5 List of Contracts Terminated for Convenience or Default

L-6 Cost Templates and Instructions

L-7 Direct Labor Hours Summary

L-8 Historical Service Level Information

L-9 Cost Questions to the Offeror

L-10 Performance Guarantee

L-11 Service Contract Act Labor Categories

Attachment L-1: Automated Clearing House (ACH) Form

This Attachment is a PDF file provided separately.

Attachment L-2: Key Personnel Standard Resume Format

(Completed Resume limited to 4 pages)

Name:

Country of Citizenship:

Proposed Title/Assignment on Contract: Project Director

Availability Date and Period of Commitment:

Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):

Current Assignment (include from/to dates):

Current Client/Customer (include current address and telephone number):

Description of Current Assignment:

Description(s) of Experience Relevant to Proposed Contract Assignment:

Technical Qualifications (include special skills and relevant technical training):

Education above High School (includes degree(s) earned and discipline(s), year degree attained and name of institution, also include from/to dates and current address and telephone number):

Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

Attachment L-3: Relevant Experience & Past Performance Reference Information Form

(Completed Form limited to 7 pages per reference contract/project)

Name of Contractor Submitting Proposal:	
Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
Name of Entity Reference Contract/Project Was Awarded To:	
Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address: Reference Contract/Project Number:
Reference Contract/Project Period of Performance:	
Reference Contract/Project Start Date:	
Reference Contract/Project Completion/Termination Date:	
Reference Contract Type of Contract/Project:	
Reference Contract/Project Total Value:	
Reference Contract/Project Value Performed To Date:	
Dollar Amount and duration of work entity performed on reference contract/project:	
Portion (%)of work entity is proposed to perform on new Portsmouth Environmental Technical Services Contract:	
Scope entity performed on reference contract/project:	
Scope entity is proposed to perform on new Portsmouth Environmental Technical Services Contract:	
Complexity of work entity performed on referenced contract/project:	
Complexity entity is proposed to perform on new Portsmouth Environmental Technical Services Contract:	
Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:	

Attachment L-4: Past Performance Sample Letter and Questionnaire

(ONLY TO BE PROVIDED TO CLIENTS OF REFERENCED CONTRACTS/PROJECTS OUTSIDE OF DOE EM)

Sample Past Performance Letter

Dear_____:

We are participating in a proposal for a Department of Energy (DOE) Contract for the Portsmouth Environmental Technical Services Contract in the State of Ohio. We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

Email Address: jodi.gordon@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Ms. Jodi Gordon
250 E 5th Street
Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

"PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104"

"TO BE OPENED ONLY BY THE CONTRACTING OFFICER"

PAST PERFORMANCE QUESTIONNAIRE:

A. REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which corrective actions taken by the contractor appear or were satisfactory.	To justify a satisfactory rating, there should have been only minor problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state hoe it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, to environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that is alone constitutes an unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or

		environmental deficiency report, or letters).

C. ASSESSMENT AREAS:

1. Quality of Product or Service

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

2. Schedule Compliance

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

3. Cost Control

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

4. Business Relations

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

5. Management of Key Personnel

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

6. Utilization of Small Business

○	○	○	○	○	○	○
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

Attachment L-5: List of Contracts Terminated For Convenience or Default

Client Name	Contract #	Client Point of Contact (POC)	POC Contact Info (address, phone, e-mail)	Period Of Performance

Attachment L-6: Cost Templates and Instructions

This Attachment is a MS Excel file provided separately.

Attachment L-7: Direct Labor Hours Summary

This Attachment is a MS Excel file provided separately.

Attachment L-8: Historical Service Level Information

This Attachment is a MS Excel file provided separately.

Attachment L-9: Cost Questions for the Offeror

The Offeror and any proposed major or critical subcontractor shall provide the supporting data and responses to all questions (responses to questions below only where applicable for proposed major or critical subcontractors) and review the proposal to ensure it is accurate, complete and explain the methodology and the basis of estimate. Subcontractors shall provide cost proposals and adhere to the cost proposal instructions (see Section L.4). Consultants are not required to prepare a proposal, but the Offeror must clearly identify the cost proposed for each consultant.

1. Identify the cognizant Defense Contract Audit Agency Office (DCAA).

2. For planning purposes, has DCAA reviewed the accounting system to determine adequacy? Yes ___ No ___ If yes, When? If available, provide a copy of DCAA's report addressing accounting system adequacy.

3. Productive man/person-year represents the hours actually worked during the year less leave (i.e., 2080 yearly less holidays, vacation and other leave). What is the number of hours proposed for direct productive man/person year used? Explain.

4. Discuss whether any premium pay differentials (i.e., overtime and shift pay) are proposed.

5. What is the estimated yearly usage of paid overtime?

6. What type of labor rate is proposed for paid overtime? Explain. Straight___ Premium ___

7. Did the Offeror propose part time personnel? Yes___ No___ If yes, identify the labor categories and the number of personnel.

8. Provide the most recent financial statements for the last three accounting periods. Yes___ No___

9. Did the Offeror waiver the facilities capital cost of money entitlement outlined in FAR 52.215.17? Yes____ No_____ Explain?

10. Provide the detailed data identifying the cost elements, base, and pool for each indirect rate calculation for the five year period. The Offeror should clearly explain the basis of the estimate. Additionally, the Offeror should provide any applicable Forward Pricing Rate Agreement.

11. Is the offer based upon the creation of a new cost center or a joint venture entity? Explain?

12. Provide a description of the accounting system it proposes to use for this requirement?

13. How many executive, managers and supervisors have been proposed? Please ensure that it is consistent with those persons in the technical proposal.

14. Identify the executives, managers and supervisors? What are the base labor rates for the each person?

15. Discuss the bases of the labor rates for all labor categories.

16. Were bonuses and awards considered in the proposed price? Explain the plans, approach, process and costs, if applicable?

17. Are the total proposed cost summary in Volume III consistent with the offer in Section B, including costs for each period of performance/ transition/ line item and option?

18. Do the proposed costs exceed the funding profile? If so, please explain.

19. Has the Offeror provided its basis of estimate, including assumptions, estimating methods, etc.?

Attachment L-10: Performance Guarantee Agreement

Only to be completed if Offeror is a joint venture, limited liability company, other similar entity or a newly formed entity.

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract _____for the provision of Environmental Technical Services at the Portsmouth Site(the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor there under, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor

will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) _____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

Attachment L-11: Service Contract Act Labor Categories

Labor Category	Year 5 Labor Rate from Predecessor Contract
Administrative Assistant II	$59.82
Program Analyst	$50.34
Document Control Specialist	$59.84

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 INTRODUCTION/EVALUATION OF PROPOSALS

(a) This acquisition will be conducted pursuant to Federal Acquisition Regulation (FAR) Part 15 and DOE Acquisition Regulation (DEAR) Part 915. Proposals will be evaluated in accordance with the evaluation criteria set forth in this section and FAR 15 and DEAR Part 915. It is anticipated there will be one award resulting from this solicitation.

(b) The instructions set forth in Section L, Instructions, Conditions, and Notices to Offerors, are designed to provide guidance to the Offeror concerning the documentation that will be evaluated. The Offeror must furnish adequate and specific information in its response. Cursory responses that merely repeat or reformulate the Performance Work Statement are not acceptable. A proposal may be eliminated from further consideration before the evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Failure of Offerors to respond or follow the instructions regarding the organization and content of any of the proposal volumes may result in the Offeror's entire proposal, consisting of volumes I through III being eliminated from the initial evaluation; and if such an offer becomes eliminated from initial evaluation, revisions to any of the proposal volumes will not be considered for evaluation.

(d) Any exceptions or deviations to the terms and conditions of the solicitation/contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the solicitation/contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(e) DOE intends to evaluate proposals and award the contracts without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms. DOE reserves the right to conduct discussions, if the Contracting Officer later determines it is necessary.

(f) Prior to award, a determination will be made regarding whether any possible Organizational Conflicts of Interest (OCI) exist with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, the Contracting Officer (CO) will consider the representation required by Section K of this solicitation. An award will be made if there is no OCI or if any potential OCI can be appropriately avoided or mitigated.

(g) Federal law prohibits the award of the contract under a national security program to a company owned by an entity controlled by a foreign government unless the Secretary of Energy grants a waiver. In making this determination, the government

will consider the certification required by Section K "Instructions for submitting Foreign Ownership, Control or Influence (FOCI) Information". The instructions set forth in Section L of this Request for Proposal (RFP) are designed to provide guidance to the Offeror concerning the documentation that will be evaluated.

(h) If a competitive range is established pursuant to FAR 15.306(c), the CO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2 BASIS FOR CONTRACT AWARD

The Government anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose proposal is responsive to the solicitation and determined to be the best value and most advantageous to the Government.

Selection of the best value to the Government will be achieved through the following:

(a) The Government will assign adjectival ratings for each of the Technical Evaluation Criterion specified in Section M.4, *Evaluation Criteria,* in accordance with Table M-1 and Table M-2. The assigned adjectival ratings for Criterion 2, 3 and 4 will be based on any evaluated significant strengths, strengths, significant weaknesses, weaknesses and deficiencies identified in each Offeror's proposal for Criterion 2, 3 and 4. The assigned adjectival rating for Criterion 1 will be based on the favorability of each Offeror's relevant past performance information.

(b) The Technical Evaluation Factors, including Past Performance, are significantly more important than the evaluated price. Evaluated price is defined in Section M.4 below. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest evaluated price. Thus, the closer or more similar in merit the Offeror's technical proposals and relevant past performance information are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's technical proposal and relevant past performance information over another.

(c) The Government will assess whether the significant strengths, strengths, significant weakness, weaknesses and deficiencies and the relevant past performance information between or among competing technical proposals indicates a superiority from the standpoint of: (1) what the difference might mean in terms of anticipated performance; and (2) what the evaluated price to the Government would be to take advantage of the difference.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The proposals will be adjectivally rated using information submitted by the Offerors on the four technical evaluation criteria below. All evaluation criteria other than cost or price, when combined, are significantly more important than cost or price.

(1) Technical Evaluation Criteria:

(1) Relevant Past Performance

(2) Key Personnel and Staffing Approach

(3) Technical and Management Approach

(4) Relevant Company Experience

Criterion 1 and Criterion 2 are equal in importance and, when combined, are significantly more important than Criterion 3 and Criterion 4 combined. Criterion 3 and Criterion 4 are equal in importance. Areas within an evaluation criterion are not sub-criteria and will not be individually rated, but will be considered in the overall evaluation for that particular evaluation criterion.

The adjectival ratings to be assigned for each of the Technical Evaluation Criteria are shown in Tables M-1 and M-2 below:

Table M-1: Adjectival Ratings Criteria 2-4

Outstanding
Good
Satisfactory
Marginal
Unsatisfactory

Table M-2: Adjectival Ratings Criterion 1

Substantial Confidence
Satisfactory Confidence
Limited Confidence
No Confidence
Unknown Confidence (Neutral)

(2) Cost and Fee:

In determining best value to the Government, the Technical Evaluation Criteria, when combined, will be considered significantly more important than the Evaluated Price.

M.4 EVALUATION CRITERIA

I. Criterion 1 – Relevant Past Performance

(1) For purposes of the past performance evaluation, DOE will evaluate the past performance of the Offeror, the Offeror's predecessor companies, and major or critical subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The past performance will be evaluated on the basis of information furnished in the Attachment L-3 and the reference questionnaires (where applicable for non-DOE EM work) for relevant contracts that are similar in size, scope and complexity to the work described in the PWS. Size, scope and complexity are defined as follows:

(a) Size - dollar value and contract duration

(b) Scope - type of work (e.g., work as identified in the PWS)

(c) Complexity - performance challenges and risks (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, NEPA and CERCLA requirements, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders, detailed cost reporting requirements, etc.).

(2) DOE will evaluate information provided on problems encountered on the contracts and the corrective actions taken by the Offeror to resolve these problems. In the case of a newly formed joint venture, limited liability partnership, or other entity formed for the purpose of competing for this contract, DOE will evaluate the experience and performance of the entities that comprise the newly formed entity. An Offeror without a record of relevant past performance or for whom past information is not available, will not be evaluated favorably or unfavorably (i.e., will receive a neutral evaluation).

(3) During its evaluation, the Government will review the past performance information submitted by the Offeror, may contact some or all of the references provided by the Offeror, and may obtain past performance information from other relevant available sources. These sources include Federal Government (including DOE) customers and electronic databases.

(4) During its evaluation, the Government will also review information furnished in Attachment L-5 and the provided explanation for any termination related to the Offeror or other teaming participants and/or major or critical subcontractors.

(5) **As a clarification relating to relevancy ratings of past performance projects, DOE intends to take a broad interpretation in determining relevancy of past performance on work that is similar in size, scope and complexity to the work described in the PWS. DOE may place greater relevance on past performance of Offeror's traditional non-M&O cost reimbursement and fixed-price contracts than similar work under M&O contracts, with an emphasis on contract management, change control, schedule and cost performance, and timeliness of deliverables**. **Additionally, please note that a reference with a higher degree of relevance may receive greater consideration and more recent relevant past performance information may also be given greater consideration.**

II. Criterion 2 – Key Personnel and Staffing Approach

(1) The Offeror's Key Personnel and Staffing Approach will be evaluated based on the Offeror's proposed Key Personnel (including a proposed Program Director and up to four (4) additional Key Personnel) and staffing plan. The staffing plan will be evaluated based on its overall staffing approach, which should include the proposed skill mix (a proper combination of people with varied skills to address all work areas), methods for obtaining, retaining and maintaining the depth and breadth of qualified staff (in accordance with security clearance requirements and minimum labor qualifications identified in Sections C.5 and C.11, respectively) necessary to perform the required services. The staffing plan will also be

evaluated on the Offeror's outline of the roles and responsibilities of the proposed Program Director and other proposed key management for performance of the work.

(2) DOE will evaluate the Offeror's explanation for the designation of Key Personnel positions relative to how the proposed positions will contribute to the effectiveness of the Offeror's staffing plan and the Offeror's capability to successfully perform the PWS. DOE will evaluate the Offeror's explanation for the designation of Key Personnel positions, including the rationale for the selection of Key Personnel named by the Offeror. DOE will evaluate the Offeror's proposed Key Personnel authority level and access to corporate resources. DOE will evaluate each Key Personnel resume based on qualifications, education and relevancy of experience. DOE will evaluate the Offeror's proposed Key Personnel's suitability relative to the proposed position and experience on work similar to that described in the PWS in Section C. DOE will evaluate the extent to which each Key Person's experience is similar in size, scope, and complexity to the functions that they have been proposed to perform. Size, scope and complexity are defined as follows:

a) Size - dollar value and contract duration

b) Scope - type of work (e.g., work as identified in the PWS)

c) Complexity - performance challenges and risks (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, NEPA and CERCLA requirements, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders, detailed cost reporting requirements, etc.).

In evaluating the Key Personnel, the Program Director will be considered more important than other proposed Key Personnel.

(3) **Failure to submit Letters of Commitment from all proposed Key Personnel and to provide resumes in the specified format may result in a lower evaluation rating for this factor or the Offeror's proposal being eliminated from further consideration for award. Failure to propose, at a minimum a Program Director, will result in the Offeror's proposal being eliminated from further consideration for award.**

III. Criterion 3 – Technical and Management Approach

DOE will evaluate the Offeror's comprehensive approach to successfully implement and execute the technical and management requirements of the PWS to include the proposed staffing and associated labor categories for each major scope element within the PWS. Additionally, DOE will evaluate the following:

(1) Environmental Technical Services:

(a) Offeror's understanding/assessment of the work requirements identified in the PWS by major scope element (including any work performed by subcontractors), including the description of the actions necessary to accomplish work requirements in a timely, comprehensive, and successful manner.

(b) Offeror's approach to the contract transition plan requirements identified in the PWS, including the timetable for orderly assumption of responsibilities and the application of resources during the phase-in period. The Transition Plan will also to be evaluated with respect to its feasibility, comprehensiveness, efficiency and effectiveness, including the extent that it provides for a smooth and orderly transition, identifies key issues and milestones, identifies potential barriers to a smooth transition, proposes solutions to the barriers identified, and minimizes impacts on continuity of operations.

(2) Organization: Offeror's organizational structure and rationale for the organizational structure, including any Contractor Teaming Arrangements and/or subcontracts proposed to support the requirements. DOE will evaluate all pertinent information provided on all team members and subcontractors including business size, division of scope among team members/subcontractors, lines of management authority, roles and responsibilities of each entity, and relationships among all team members and subcontractors.

(3) Risk Management: Offeror's risks to successful performance of the PWS and its approach to eliminate, avoid, or mitigate the three (3) most significant identified risks. DOE will evaluate the Offeror's management plan to respond rapidly and effectively to the Government's changing priorities and budget fluctuations over the life of the contract.

IV. Criterion 4 – Relevant Company Experience

(1) DOE will evaluate the relevance and extent of the Offeror's experience over the past five years from the effective date of the solicitation that are similar in size, scope and complexity to the work described in the PWS. Size, scope and complexity are defined as follows:

a) Size - dollar value and contract duration

b) Scope - type of work (e.g., work as identified in the PWS)

c) Complexity - performance challenges and risks (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, NEPA and CERCLA requirements, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders, detailed cost reporting requirements, etc.).

(2) DOE will evaluate the relevance and extent of each major or critical subcontractor's experience over the past five years from the effective date of the solicitation that are similar in size, scope and complexity to the work described in the PWS. The major or critical subcontractor's experience will be evaluated in relation to the portion of the PWS to be performed. In the case of a newly formed joint venture, LLC, or other similar entity formed for the purpose of competing for this contract, DOE will evaluate the experience of the entities that comprise the newly formed entity.

V. Criterion 5 – Cost and Fee Evaluation

The Cost and Fee Proposal will not be adjectivally rated or point scored, but it will be considered in the overall evaluation of proposals in determining the best value to the

Government. (Corresponding proposal preparation instructions are in the Section L.4 Provision, Proposal Preparation Instructions – Volume III, Cost and Fee Proposal.)

(1) DOE will evaluate each Offeror's proposed cost for realism, reasonableness and completeness. The evaluation of cost realism includes an analysis of specific elements of each Offeror's proposed cost to determine whether the proposed estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the methods of performance and materials described in the Offeror's technical proposal. The evaluation of cost reasonableness includes those considerations described in FAR subpart 31.2 and consistency with the anticipated funding profile in Section L, Table L.1. A price analysis will be performed to verify that the overall price offered is fair and reasonable in accordance with FAR 15.404 - Proposal Analysis and DOE Acquisition Guide for Technical Analysis of Cost Proposals for Acquisition Contracts - 15.4-4 (November 2010).

(2) The evaluated price will be calculated by combining the most probable cost and the proposed award fee. The Government has established Fee Limitations in Section L.4 of 7% of Total Contract Estimated Cost for the base and option items (if exercised). Offerors whose proposals do not comply with this fee limitation may be determined to be ineligible for award.

The Evaluated Price used in the best value analysis will be the sum of the Most Probable Cost and the Proposed Award Fee (for base and option items).

Most Probable Cost + Proposed Award Fee = Evaluated Price*

(* to be used in the best value analysis)

(3) DOE will compare the evaluated price to the anticipated funding availability as set forth in Section L, Table L.1, for both the total anticipated contract funding and the anticipated funding by fiscal year. Since the funding is subject to change based on actual appropriation and actual award date of the contract, DOE may make an award at an evaluated price that differs from the anticipated funding profile provided in Section L, Table L.1. However, an Offeror whose evaluated price is significantly above the funding profile either on an annual or total basis may be determined ineligible for award.

(4) The Offeror has the responsibility to fully document its cost proposal and provide clear traceability to the Offeror's technical proposal. As part of its cost realism analysis, DOE may adjust the proposed price if there are inconsistencies between the technical and cost proposal to make the Offeror's cost proposal consistent with the Offeror's technical proposal as well as any other instances where the proposed prices are not reasonable or realistic.

(5) DOE will make a FAR Part 9 responsibility determination to determine if the Offeror has adequate financial resources to perform the contract or the ability to obtain them.

M.5 EVALUATION OF OPTIONS (FAR 52.217-5 (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

Evaluation of options will not obligate the Government to exercise the option(s).