

CERTAIN PROPRIETARY INFORMATION HAS BEEN REDACTED FROM THIS CONTRACT

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 42
2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0001602/0920/11/105680		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 11EM004020	
5. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	6. ADMINISTERED BY (If other than item 5) EMCBC - West Valley U.S. Department of Energy West Valley Demonstration Project 10282 Rock Springs Road West Valley NY 14171-9799		CODE 03004

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  See Schedule		B. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NET 30
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR EMCBC - West Valley U.S. Department of Energy West Valley Demonstration Project 10282 Rock Springs Road West Valley NY 14171-9799	CODE 03004	12. PAYMENT WILL BE MADE BY OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831	CODE 00511
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$2,000,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-3	X	I	CONTRACT CLAUSES	35-40
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6-17	X	J	LIST OF ATTACHMENTS	41
X	D	PACKAGING AND MARKING	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	19	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	20		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	21-26	L	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	27-34	M			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Matthew R. Carpenter
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED 09/30/2011
BY  (Signature of person authorized to sign)	BY Signature on File  (Signature of the Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR  
See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Tax ID Number: DUNS Number: 141058532  Small Business Administration  141058532 ENVIRO COMPLIANCE SOLUTIONS, INC. Attn: DHANANJAY RAWAL 1571 PARKWAY LOOP, SUITE B TUSTIN CA 927806523 7142590295  Services to be performed: See Section C of the contract  Mark For: EMCBC - West Valley U.S. Department of Energy West Valley Demonstration Project 10282 Rock Springs Road West Valley NY 14171-9799 FOB: Destination Period of Performance: 09/30/2011 to 01/31/2013  Labor Line item value is: \$1,856,291.27 Incrementally Funded Amount: \$45,000.00  Accounting Info: Fund: 01751 Appr Year: 2010 Allottee: 33 Report Entity: 490809 Object Class: 25200 Program: 1111004 Project: 0001080 WFO: 0000000 Local Use: 0000000 Funded: \$20,000.00 Accounting Info: Fund: 01759 Appr Year: 2011 Allottee: 33 Report Entity: 490809 Object Class: 25200 Program: 3166027 Project: 0000000 WFO: 4900132 Local Use: 0000000 Funded: \$25,000.00				1,856,291.27
00002	Travel Line item value is: \$128,708.73 Incrementally Funded Amount: \$4,500.00  Accounting Info: Fund: 01751 Appr Year: 2010 Allottee: 33 Report Entity: 490809 Object Class: 25200 Program: 1111004 Project: 0001080 WFO: 0000000 Local Use: Continued ...				128,708.73

**CONTINUATION SHEET**

REFERENCE NO OF DOCUMENT BEING CONTINUED  
DE-EM0001602/0920/11/105680

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NAME OF OFFEROR OR CONTRACTOR

See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00003	0000000 Funded: \$4,500.00  Material Line item value is:\$15,000.00 Incrementally Funded Amount: \$500.00  Accounting Info: Fund: 01751 Appr Year: 2010 Allottee: 33 Report Entity: 490809 Object Class: 25200 Program: 1111004 Project: 0001080 WFO: 0000000 Local Use: 0000000 Funded: \$500.00				15,000.00



**SECTION A - SOLICITATION/CONTRACT FORM ..... 1**  
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**SECTION B - SERVICES AND PRICES/COSTS**

**B.01 ITEMS BEING ACQUIRED**

During the contract performance period set forth in Section F, the Contractor shall furnish all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Description/Specifications/Work Statement. The following Contract Line Items (CLINs) are established for this contract:

<b>Contract Line Item</b>	<b>Not To Exceed Amounts</b>
<b>CLIN 0001</b> Labor	<b>\$1,856,291.27*</b>
<b>CLIN 0002</b> Travel	<b>\$128,708.73</b>
<b>CLIN 0003</b> Material	<b>\$15,000.00</b>

**\*See Attachment A-Part I, Part II, for Fully Burden Labor Rates/ Labor Hour Estimates, Labor Category Descriptions**

**B.02 CONTRACT TYPE**

This is a Time & Materials type contract and the scope of work will be performed on an as needed basis. The Contracting Officer (CO) will notify the Contractor what personnel are needed two weeks prior to the need date.

This contract was made under the Small Business Administration's (SBA) 8(a) Business Development Program. Therefore the Contractor must perform at least 51% of the total value of the contract.

A tripartite type agreement between the Department of Energy (DOE), the New York State Energy Research and Development Authority (NYSERDA), and the Contractor has been established for this contract. This contract will be equally funded by both Agencies (DOE and NYSERDA). The Contractor is required to report and respond to the respective parties equally.

**B.03 CONTRACTING OFFICER**

The DOE contracting officer is responsible for all contract administration functions under the contract and will communicate any and all contractual direction (other than the technical direction defined in Section H of this contract) to the contractor. The DOE Contracting Officer will consult with NYSERDA on any and all proposed contractual direction to be provided to the contractor. If NYSERDA disagrees or has questions about any proposed contract action by the DOE Contracting Officer, it will notify the DOE Contracting Officer, in writing and indicate the scope of the questions or disagreement. Disputes between DOE and the NYSERDA will be handled in accordance with Section 9.1 of the Second Supplemental Agreement between DOE and NYSDERA dated 5/9/2011.

DOE or NYSERDA may terminate this contract at any time upon 60 days written notice to the other party (hereafter identified in this Article as the "recipient party"). Upon receipt of a Notice of Termination from either DOE or NYSERDA, the recipient party shall proceed to take appropriate actions to adjust the contract accordingly. The party issuing a Notice of Termination shall be responsible for the termination costs unless such termination right is invoked to remedy a material breach of this contract, in which event then the party whose action or omission comprised the breach shall be responsible for such termination costs. DOE and NYSERDA shall be jointly responsible for costs incurred through the date of termination. The regulations and steps contained in FAR clause 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ALTERNATE IV (SEPT 1996) govern the termination process between the Contractor and DOE/NYSERDA.

**B.04 NOT TO EXCEED AMOUNT**

The total value for the contract shall not exceed \$2,000,000.00. This contract will be incrementally funded. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the contract by DOE and NYSERDA. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

**B.05 OBLIGATION OF FUNDS**

The total obligated amount is \$50,000.00 and the total available funding under this contract is \$50,000.00. The Government is not obligated to reimburse the Contractor for any expenses incurred that are in excess of the total obligated funding, in accordance with FAR Clause 52.232-22 "Limitation of Funds" in Section I.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### **C.01 Introduction**

The Office of Environmental Management (EM), within the U.S. Department of Energy (DOE), is responsible for environmental restoration, waste management, technology development, and facility transition and management. This office was created in 1989 to consolidate responsibility within DOE for environmental management activities. Before 1989, separate offices within DOE had responsibility for nuclear- and nonnuclear-related cleanup at sites and facilities across the nation, but it was difficult to coordinate and prioritize these activities without central management. In establishing the Environmental Management program, DOE centralized these responsibilities and demonstrated its commitment to environmental cleanup. EM's goals include complying with all applicable laws and regulations, incorporating public input, protecting human health and safety, and emphasizing environmental responsibility within DOE.

### **C.02 Background Information**

The New York State Energy Research and Development Authority (NYSERDA) and the U.S. Department of Energy (DOE) recently selected Phased Decisionmaking as the path forward for Decommissioning and/or Long-Term Stewardship of the West Valley Demonstration Project and the Western New York Nuclear Service Center. During Phase 1 of the Phased Decisionmaking Alternative, NYSERDA and DOE (the agencies) plan to conduct scientific studies to facilitate interagency consensus to complete decommissioning of the facilities remaining at the West Valley site following the completion of Phase 1 decommissioning (hereafter Phase 1 Studies). The studies will be scoped such that study findings will be available within 8 years of the Phase 1 decisions, allowing for Phase 2 decisions within 10 years of DOE's Record of Decision (April, 2010) and NYSERDA's Findings Statement (May, 2010). The agencies have agreed on a process for identifying, designing, and implementing potential Phase 1 Studies that involves input from Subject Matter Experts (SME), an Independent Scientific Panel (ISP), regulatory agencies, the public, and a Phase 1 Studies meeting facilitator.

The agencies have identified a number of Potential Areas of Study (PAS) that will be considered by SME for further evaluation through specific studies. These include, but are not limited to:

- Soil erosion
- Groundwater flow and contaminant transport
- Catastrophic release of contamination and impact on Lake Erie
- Slope stability and slope failure
- Seismic hazard
- Probabilistic vs. deterministic dose and risk analysis
- Alternate approaches to and cost of complete waste and tank exhumation
- Viability, cost, and benefit of partial exhumation of waste and removal of contamination
- Exhumation uncertainties and benefit of pilot exhumation activities
- In-place closure containment technologies
- Engineered barrier performance
- Additional characterization needs
- Cost discounting and cost benefit analyses over long time periods

### C.03 Scope of Work

The Phase 1 Studies Contractor shall implement all study activities for all PAS as determined by DOE and NYSEERDA. It is anticipated that this work may include, but not be limited to, laboratory and field investigations, environmental sampling and monitoring, construction and excavation activities, geotechnical analyses, surface and sub-surface hydrological analyses, chemical and radiological laboratory analyses, literature searches, research efforts, modeling (groundwater, surface water, and landscape evolution), cost estimation, and preparation of risk and performance assessments. The Phase 1 Studies Contractor shall have available, the appropriate resources and personnel to complete tasks of this nature that may be recommended by the SME and ISP for each PAS. Profiles and resumes for key subcontractors and personnel must be submitted to the agencies for review and approval prior to the Phase 1 Studies Contractor beginning work on a specific task.

The Phase 1 Studies Contractor shall employ and coordinate the activities of the Facilitator, SMEs and the ISPs on behalf of the agencies as directed below.

The agencies will solicit the opinion and recommendation of expert scientists and public stakeholders on the PAS.

The agencies will solicit the opinions of SME specific to each area of study. The SME are experts in specific disciplines tasked with evaluating the Potential Areas of Study (PAS) and identifying a path forward that, through scientific investigation and analysis, facilitates interagency consensus to complete decommissioning of the facilities remaining at the West Valley site following the completion of Phase 1 decommissioning. An ISP will provide independent scientific guidance during the identification and scoping of all study areas, mediate agency and SME disagreements with respect to Phase 1 Studies, and will review study plans and activities. The agencies will hold routine meetings with the regulatory agencies and with the public (including the Citizen's Task Force (CTF), environmental groups, and other interested parties) to discuss the Phase 1 Study Process and individual scientific studies, their implementation, and results. These routine meetings will be managed by an independent facilitator.

A facilitator will assist the agencies in successfully completing the Phase 1 studies. Duties will include facilitation of agency and public meetings, integration of various participant inputs into the process, fostering an open process of dialogue and deliberation, and working collaboratively with all participants.

The Phase 1 Studies Contractor shall furnish sufficient technical, supervisory, and administrative personnel (SME, ISP, independent facilitator) to ensure the expeditious accomplishment of the work specified in this Scope of Work (SOW). In addition, the Phase 1 Studies Contractor shall furnish all services, materials, supplies, equipment, and travel required in connection with this SOW. Resumes for key personnel (SME, ISP, independent facilitator) must be submitted to the agencies for review and approval prior to the Phase 1 Studies Contractor beginning work on a specific task.

The agencies, having considered input from the SME, ISP and stakeholders will make decisions on recommended Phase 1 Study activities.

#### C.04 Subject Matter Experts

##### Overview of SME role in Phase 1 Studies:

- The agencies will identify, prioritize, schedule, and authorize the start of work on a PAS (see above) based on agency discussions and input from the public and the regulatory agencies.
- SME will evaluate their respective PAS and recommend to the agencies Phase 1 Studies related to the PAS that will facilitate interagency consensus on Phase 2 Decisions.
- The agencies will review the SME recommended studies and may contract with the 8(a) Phase 1 Studies Contractor to proceed with studies that both agencies believe will facilitate interagency consensus on Phase 2 Decisions.
- The SME will evaluate study findings and recommend updates or redirection of the investigation plan, if necessary to the agencies for consideration and approval.
- The SME will provide the agencies with an evaluation of study data and results

The SME task will be to evaluate their respective PAS and make recommendation(s) to: (a) conduct no additional scientific study of the PAS (including rationale), OR (b) conduct additional scientific studies (including rationale and suggestions regarding priority) with the intent of facilitating agency consensus for the Phase 2 Decisions..

For each Task outlined below, SME will participate in SME working groups to conduct the Task's activities. SME will also participate in agency and public meetings in person or remotely to provide updates on the work being performed on their respective PAS and receive agency and public input.

##### Task 1: Evaluate and make a recommendation on the PAS.

###### Given the following considerations:

- Phase 2 Decisions on remaining facilities
  - All existing analyses, information, etc. relevant to the PAS and to Phase 2 decisions.
  - Public input and comment.
  - Funds for Phase 1 Studies are not unlimited.
  - Potential studies must be completed in ~ 7 years.
- 
- Evaluate the PAS and Recommend to DOE and NYSERDA (a) no additional scientific studies be conducted, OR (b) a study or a suite of studies related to the PAS with the intent of facilitating agency consensus.
    - Provide a description of the proposed study or studies that easily communicates how and why the investigation is being conducted.
    - Provide an assessment of the potential of the study or studies to facilitate interagency consensus to complete decommissioning of the remaining facilities and prioritize the recommended studies based on this assessment.

- For studies which the agencies decide to conduct, develop study plan(s). The plan(s) will:
  - Describe the scientific theory used to understand, explain, and make predictions about the given subject matter.
  - Include a set of assumptions and definitions under which the investigators may work.
  - Identify data needs.
  - Where applicable, identify the study process (design, methodology, etc).
  - Estimate costs and time.
  
- As necessary, consult with the Independent Scientific Panel (ISP).
  - for independent scientific guidance during the identification and scoping of study areas and to mediate agency and SME disagreements.

**Task 2: Public Meetings**

- Attend public meetings as necessary at which the PAS is presented, either in person or by telephone.
- Answer technical questions on presentation materials and assist the agencies in responding to public stakeholder's technical questions submitted in writing.
- Consider public input during the Phase 1 Studies process.

**Task 3: Interpret study findings and make recommendations to NYSERDA and DOE**

- As study results become available, evaluate their impact on the investigation plan and make recommendations for modifications, as necessary.
- 
- Provide a written report that interprets study findings and addresses how study findings may facilitate interagency consensus to complete decommissioning of remaining facilities.

**Deliverables**

Upon the agencies' authorization to start work on a PAS the Contractor shall produce for the designated representatives from the agencies the work products list below on an as scheduled or as required basis.

1. Furnish SME for the authorized PAS within one month of the agencies' notification to start work on the PAS. (Resumes for SME must be submitted to the agencies for review and approval prior to the Contractor beginning work on an authorized PAS).
2. The SME shall evaluate the PAS in a SME working group to determine whether further study is likely to facilitate interagency consensus, and if so, to recommend a study or suite of studies with this intent. These recommendations will be made within 4 months of the agencies' notification to start work on a PAS.

3. The SME shall complete preparation of the Phase 1 Studies work plans for DOE, NYSERDA, and ISP review within 2 months of the agencies' approval to conduct the recommended Phase 1 Studies for an authorized PAS.
4. The contractor shall begin implementing the Phase 1 Studies work plan, and shall prepare and submit a detailed master schedule for the completion of the Phase 1 Study to the agencies, within one month of DOE and NYSERDA approval of the work plans for the Phase 1 Studies for an authorized PAS.
5. As necessary, the SME shall attend public meetings with the regulatory agencies and the public, either in person or by telephone, to answer technical questions concerning the PAS or the Phase 1 Studies and answer technical questions submitted in writing.
6. The contractor will provide monthly Phase 1 Study progress reports to the agencies
7. The contractor will provide a draft final report for technical review by the DOE and NYSERDA in accordance with the detailed master schedule for the Phase 1 Study.
8. The contractor will provide a final report incorporating technical review comments on the draft final report from DOE and NYSERDA in accordance with the detailed master schedule for the Phase 1 Study.
9. Public stakeholders and regulators will have the opportunity to review and submit comments on the study reports which have been provided to DOE and NYSERDA. This input will be made available to the SME and ISP as they evaluate a PAS.
10. The SME shall attend public meetings with the regulatory agencies and the public, either in person or by telephone, to present the results of the Phase 1 study and to answer technical questions concerning the Phase 1 Study and to answer technical questions submitted in writing.
11. As necessary, the contractor shall provide DOE and NYSERDA with written responses to comments received by the public stakeholders and/or regulators on Phase 1 Studies.

By the end of the 5<sup>th</sup> workday of each month, the Contractor shall provide to the designated contracting representatives from the agencies a project progress report and a list of the delivered work products for the prior month. The list shall be keyed to the below list of work products and include a work product description and delivered date. The Contractor shall submit copies of all final deliverables (electronic), as described below at the end of each respective task.

#### **Deliverable Reports**

1. Resumes for proposed SME to the agencies for review and approval within one week of the agencies' notification to start work on the PAS.
2. SME evaluation and recommendations for Phase 1 Studies that will facilitate interagency consensus to complete decommissioning to the agencies within 4 months of the agencies' notification to start work on a PAS.
3. Draft Phase 1 Studies work plan for DOE, NYSERDA, and ISP review within 2 months of the agencies' approval to conduct the recommended Phase 1 Studies for an authorized PAS.
4. Prior to the initiation of work, the preparation of a budgetary estimate of man-hours and costs for each Implementation Plan.

5. Final Phase 1 Studies work plan incorporating DOE and NYSERDA review comments within 1 month of receipt of the DOE and NYSERDA technical review comments from the Draft Phase 1 Studies work plan.
6. Master schedule for completion of Phase 1 Study.
7. Develop Final Phase 1 Studies Report for DOE, NYSERDA, and ISP review in accordance with the detailed master schedule for the Phase 1 Study.
8. Final Phase 1 Studies Report in accordance with the detailed master schedule for the Phase 1 Study.

#### **C.05 Qualifications of Personnel**

The Contractor's key SME personnel must meet the minimum qualifications listed below to perform the scope. It is intended that these qualifications are within the range of skills the Contractor will present in its proposal.

- A minimum of 10 years of demonstrated professional experience in performing independent scientific investigations and field experience specifically related to the PAS is required, and 15 years or more is preferred,
- A demonstrated record of peer reviewed publications in professional journals describing the results of scientific investigations related to the PAS is required.
- A minimum of a Master of Science degree, or related technical degree is required, and a Doctor of Philosophy (PhD) degree is highly preferred.
- A Professional Geologist, Hydrologist, Chemist, Biologist, Engineer, Certified Industrial Hygenist, or a Certified Health Physicist license is preferred.

Resumes for key personnel must be submitted to DOE and NYSERDA for review and approval prior to the Contractor beginning work on a specific task.

#### **C.06 Independent Scientific Panel**

Overview of ISP role in Phase 1 Studies:

- The ISP will provide independent scientific guidance to the SME during the identification and scoping of scientific studies identified by the SME, and will review study plans and activities.
- The ISP will provide guidance to the SME and to DOE and NYSERDA to keep the Phase 1 Studies process moving.
- If differences of opinion prevent the SME from making a recommendation on Phase 1 Studies, the SME may consult with the ISP in an attempt to resolve differences.

- The ISP will review the PAS, study plans prepared by the SME, and interim and final study results and will provide input to the SME and the DOE and NYSERDA.
- The ISP may receive requests for consultation by DOE and NYSERDA during the Phase 1 study process.
- The ISP will be available as necessary at the regulatory agency and public meetings, either in person or on the telephone. The ISP will consider the questions and comments received at the meetings when providing guidance to the SME or agencies during the Phase 1 Studies process.

The ISP will provide scientific consultation and mediation services during the Phase 1 Studies process. The ISP members will be scientists that are not expected to be experts in all of the PAS but who are well versed in diplomacy and science to help the SME working groups and the DOE and NYSERDA to achieve consensus during the Phase 1 Study process.

For each Task outlined below, the ISP will be required to interact with the SME, DOE and NYSERDA, and to participate as necessary in agency and public meetings.

#### **Task 1: Evaluate Potential Areas of Study and SME Proposed Phase 1 Studies**

Given the following considerations:

- Phase 2 Decisions on remaining facilities
  - All existing analyses, information, etc. relevant to the PAS and to Phase 2 decisions.
  - Public input and comment.
  - Funds for Phase 1 Studies are not unlimited.
  - Potential studies must be completed in ~ 7 years.
- Evaluate the PAS and the SME Proposed Phase 1 Studies and make recommendations to the agencies on:
    - Whether proposed Phase 1 Studies are scientifically sound and meaningful to Phase 2 Decisions.
    - The potential of the PAS and the SME proposed Phase 1 studies to facilitate interagency consensus to complete decommissioning of the facilities remaining after the completion of Phase 1 decommissioning.
    - The prioritization of the recommended studies.

#### **Task 2: Phase 1 Studies Mediation Services**

- The ISP will attempt to resolve differences, should differences of opinion prevent SME from reaching consensus on recommendations made to the agencies.
- The ISP will be available to provide consultation to the SME and to the agencies at any time during the Phase 1 Study process.

**Task 3: Public Meetings**

- Attend public meetings as necessary at which the PAS are presented and or discussed, either in person or by telephone.
- Answer questions by public stakeholders
- Consider public input during the Phase 1 Studies process.

**Task 4: Review Phase 1 study findings**

As necessary, review Phase 1 Study results.

**Deliverables**

The Contractor shall:

1. Furnish resumes of prospective members of the ISP, meeting the qualifications listed below, to the agencies for review and approval within one month of contract award.
2. The ISP shall, in parallel with the agencies, review the recommendations of the SME for Phase 1 Studies to evaluate the potential for such studies to facilitate agency consensus on Phase 2 decommissioning.
3. The ISP shall, in parallel with the agencies, review the Phase 1 Study work plans.
4. As necessary, the ISP shall attend public meetings with the regulatory agencies and the public, either in person or by telephone, to answer technical questions concerning the Phase 1 Studies and answer technical questions submitted in writing.
5. The contractor will provide monthly Phase 1 Study progress reports concerning the ISP to the agencies
6. The ISP shall, in parallel with the agencies and SME, review the Phase 1 Studies draft final report.

By the end of the 5<sup>th</sup> workday of each month, the Contractor shall provide to the designated representatives from the agencies a list of the delivered work products for the prior month. The list shall be keyed to the below list of work products and include a work product description and delivered date. The Contractor shall submit copies of all final deliverables (electronic), as described below at the end of each respective task.

**Deliverable Reports**

1. Resumes for proposed ISP to the agencies for review and approval within one week of the agencies notification to start work on the PAS.
2. ISP review of SME evaluation and recommendations for Phase 1 Studies that will facilitate interagency consensus to complete decommissioning.
3. ISP review of Draft Phase 1 Studies work plans.
4. ISP review of Phase 1 Studies Report.

### **C.07 Qualifications of Personnel**

The Contractor's key personnel must meet the minimum qualifications listed below to perform the scope. It is intended that these qualifications are within the range of skills the Contractor will present in its proposal.

- A Doctor of Philosophy (PhD) degree in engineering or physical sciences is required.
- A minimum of 25 years of demonstrated professional experience in performing independent scientific investigations and risk assessments is required.
- A demonstrated record of peer reviewed publications in professional journals describing the results of independent scientific investigations and risk assessments is required. .
- A demonstrated record as a Member, Fellow, or Officer of a national or international scientific and engineering association such as the National Academy of Science, National Academy of Engineering, American Association for the Advancement of Science, or the National Research Council is preferred.
- A Professional Geologist, Hydrologist, Chemist, Biologist, Engineer, Certified Industrial Hygienist, or a Certified Health Physicist license is preferred.

### **C.08 Independent Facilitator**

The Phase 1 Studies independent facilitator will be expected to perform the following specific tasks:

#### **Pre-Meeting Activities:**

- Establish Phase 1 Study Process meeting dates, places, and times.
- Understand and refine meeting goals and expectations.
- Develop meeting agendas based on the objectives, roles and challenges of the study process.
- Provide materials to participants in advance of meetings.
- Make necessary arrangements for Phase 1 Study meetings.
- Coordinate schedules with meeting participants
- Identify likely meeting attendees and their issues and concerns.
- Coordinate and convene any work group meetings and tasks necessary between regular meetings.
- Use creative tools to help the process move forward.

**Meeting Activities:**

- Serve as a neutral facilitator who seeks out the interests and positions of participants, and supports the deliberations of Phase 1 Study meetings.
- Facilitate each meeting (typically once per month) in a manner that fosters dialogue and encourages collaborative decision making to build consensus.
- Clarify interests where differences remain.
- Stay on time and on task, while making sure that no one person or group dominates.
- Identify areas of agreement between participants and facilitate the development of consensus agreements.

**Post-Meeting Activities:**

- Prepare and distribute meeting summaries and materials for participants in a timely manner.
- Coordinate mailings of relevant information to participants in a timely manner.
- Maintain positive working relationships with participants, communicating in between meetings, as appropriate.
- Debrief/follow-up with participants after meetings, as necessary.
- Keep up-to-date on emerging issues.
- Keep apprised of new developments and/or issues associated with deliberations.

**Administration Activities:**

- Maintain a Phase 1 Study mailing list for sharing information.
- Develop and maintain an internet repository for all Phase 1 Studies documentation, including meeting notes, study results and reports, etc.
- Coordinate conference calling and webcasting for public meetings, as necessary.
- Submit monthly invoices (which detail hours worked and expenses incurred) and progress reports (detailing activities performed) to the agencies.

**Travel**

Travel to the WVDP (West Valley, New York) will be necessary for the technical personnel (SME, ISP, independent facilitator) to participate in SME working groups, perform Phase 1 Studies, and participate in public meetings to discuss Phase 1 Study progress. Travel, lodging and per diem to the WVDP project site is authorized in accordance with the Federal Travel Regulations. Contractor travel required during performance of this contract is subject to approval by the Contracting Officers. The

Contractor shall support the development of an annual travel budget and track expenses throughout the year.

**C.09 PERFORMANCE STANDARDS FOR ALL CONTRACTOR PERSONNEL**

To more adequately track the benefits received from the costs incurred, the DOE incorporates performance requirements into its contracts. Each performance requirement will contain the following three elements: Performance Objective, Performance Measures and Performance Expectations. When taken together, these elements constitute the performance requirements of the contract. A brief description of the three elements is as follows:

Performance Objective – A statement of the outcome or results expected for tasks in general.

Performance Measures – The critical few characteristics or aspects of achieving the Performance Objective that will be monitored by the Government. The Government will be gathering data on these characteristics or aspects of the Contractor's performance. Each Performance Objective may have one or more measures.

Performance Expectations – The targeted level or range of levels of performance for each performance measure that are considered by the Government to be acceptable. The technical monitor will identify the expectations for each measure and incorporate them into each task.

The Performance Objectives, Performance Measures and Expectations include the following:

Performance Objective 1:

Tasks are performed with a high degree of accuracy and reflect a high standard of professionalism.

Performance Measure

Quality and Accuracy

Performance Expectation

95% of Tasks performed are acceptable to DOE, State, Federal and other pertinent agencies without significant change, and with no changes attributed to contractor error, omission or failure to comply with known requirements.

Results are measured through observation and documentation by the DOE and NYSERDA Staff.

Performance Objective 2:

Contractor personnel will independently perform the required duties and responsibilities for the

Phase I Studies for the West Valley Demonstration Project effort.

Performance Measure

Independent Performance of Duties

Performance Expectation

95% of assignments are completed without further follow up or guidance by DOE and NYSERDA staff.

Results are measured through observation and documentation by the DOE and NYSERDA Staff.

Performance Objective 3:

Contractor support is provided within the time frames specified in the work assignment.

Performance Measure

Timeliness

Performance Expectation

Contractor completes work on time 100% of the time, unless otherwise approved by DOE and NYSERDA.

Results are measured through observation and documentation by the DOE and NYSERDA Staff.

**SECTION D - PACKAGING AND MARKING**

**D.01 PACKAGING**

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).
- (b) Except for those reports required by the Deliverable Reports List of the contract, where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officers.

**D.02 MARKING**

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(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 any other deliverable being delivered to a party other than the Contracting Officer, a copy of the document shall be simultaneously provided to the Contracting Officer.
- (c) All deliverables will be sent to both DOE and NYSERDA.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.01 52.246-6 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR  
(MAY 2001)**

**E.02 INSPECTION**

Inspection of all work and effort under this contract shall be accomplished by the Contracting Officers or his/her duly authorized government representatives.

**E.03 ACCEPTANCE**

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officers or his/her duly authorized representatives.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.01 PERIOD OF PERFORMANCE**

The period of performance will be from the date of award through 1/31/2013.

**F.02 PRINCIPLE PLACE OF PERFORMANCE**

The Principle Place of Performance under this contract shall be at the West Valley Demonstration Project office located in West Valley, New York

**F.03 PERFORMANCE EVALUATION**

At the conclusion of this contract, The DOE and NYSERDA will formally evaluate the Contractor's performance. In accordance with Section C, the evaluation elements may include quality, timeliness of performance, business relations, customer/DOE satisfaction, and compliance with safety and security standards. The Contractor's performance against the performance objectives and measures will be reflected in the evaluation.

**F.04 DELIVERABLES**

1. All deliverables listed in Section C of the contract
2. All required reporting documents
3. Annual travel budget and track expenses

**SECTION G – CONTRACT ADMINISTRATION DATA**

**G.01 BILLING INSTRUCTIONS**

Contractors should use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts.

Contractors should submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials
- Immediately interfacing vouchers to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of vouchers

To obtain access to and to use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>.

Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically.

The voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

**(1) Statement of Cost.**

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

- (i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- (ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- (iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

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

(2) Supporting Documentation.

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

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

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

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

The Contractor shall submit one copy of the invoices, including all supporting documentation to both DOE and NYSERDA as shown below:

DOE:  
US Department of Energy  
West Valley Demonstration Project  
ATTN: Richard Reffner  
10282 Rock Springs Road  
West Valley NY 14171-9799

DOE FEDEX Documents:  
US Department of Energy  
West Valley Demonstration Project  
ATTN: Richard Reffner  
Ashford Office Complex  
9030 Route 219  
West Valley NY 14171

And

NYSERDA:  
New York State Energy Research and Development Authority  
ATTN: Greg Frank  
17 Columbia Circle  
Albany, New York 12203-6399

**G.02 CORRESPONDENCE PROCEDURES**

To provide timely and effective administration, correspondence (except for invoices) submitted under this Contract shall be subject to the following procedures:

- (a) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the Contracting Officers, with information copies of the correspondence to the Contracting Officer's Representatives.
- (b) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the DOE, NYSERDA and their respective Contracting Officer's Representatives, with an information copy to the Contracting Officers. Technical correspondence pertains to issues relating to work effort of the contract (i.e., requests for interpretation of contractual requirements for performance) or requests for approval of reports, drawings, or other work products.
- (c) Contracting Officer's Address. The address is as follows:

DOE Contracting Officer:  
Richard Reffner  
US Department of Energy  
West Valley Demonstration Project  
10282 Rock Springs Road  
West Valley NY 14171-9799  
Phone: (716) 942-4824

NYSERDA Contracting Officer:  
Greg Frank  
New York State Energy Research and Development Authority  
17 Columbia Circle  
Albany, New York 12203-6399  
Phone: (866)-697-3732 Ex: 3510

- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. DE-EM0001602

**G.03 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION**

- (a) The Contractor shall use the following DOE and NYSEDA Contracting Officers as the point of contact for all matters regarding this contract, except technical matters.

DOE Contracting Officer:  
Richard Reffner  
Contracting Officer  
ATTN: DE-EM0001602  
US Department of Energy  
West Valley Demonstration Project  
10282 Rock Springs Road  
West Valley NY 14171-9799

NYSERDA Contracting Officer:  
Greg Frank  
Contracting Officer  
ATTN: DE-EM0001602  
New York State Energy Research and Development Authority  
17 Columbia Circle  
Albany, New York 12203-6399

- (b) The designated paying office for direct payment of invoices under the Contract is:

Direct Mail Address:

U.S. Department of Energy  
Oak Ridge Financial Services Center  
P.O. Box 4307  
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy  
Oak Ridge Financial Services Center  
200 Administration Road  
Oak Ridge, TN 37831

**G.04 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES**

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

**G.05 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contractor shall use the following DOE and NYSERDA Contracting Officer's Representative (COR) as the point of contact for all technical matters regarding this contract, subject to the restrictions set forth in DEAR 952.242-7 TECHNICAL DIRECTION (DEC 2000) in section I.

DOE COR:  
Moira Maloney  
US Department of Energy  
West Valley Demonstration Project  
10282 Rock Springs Road  
West Valley NY 14171-9799  
Phone: (716) 942-4255

NYSERDA COR:  
Lee Gordon  
New York State Energy Research and Development Authority  
9030 Route 219  
West Valley, NY 14171  
Phone: (716) 942-9960

**G.06 OBSERVANCE OF LEGAL HOLIDAYS**

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

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

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

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

**G.07 CONTRACTING OFFICERS**

The DOE Contracting Officer is Rich Reffner and the NYSERDA Contracting Officer is Greg Frank.

Notwithstanding the above, in the event the above named individual is absent for an extended period or an urgent action is required, any other duly appointed Contracting Officer assigned to the Environmental Management Consolidated Business Center shall be authorized to take the required contractual action(s) within the limits of his/her authority.

**G.08 CONTRACTOR'S POINT OF CONTACT**

The Contractor shall identify to the Contracting Officers the official who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the company.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.01 CONSECUTIVE NUMBERING**

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

**H.02 MODIFICATION AUTHORITY**

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

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

**H.03 RELEASE OF INFORMATION**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the Contracting Officer.

**H.04 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2011)**

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.05 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 Officers 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 who 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 Officers, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(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.06 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access. The contract shall consider the following potential disqualifiers 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, suspended 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.07 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### **H.08 CONSERVATION OF UTILITIES**

The contractor shall instruct contractor employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities.

The contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

#### **H.09 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**

The Government may award contracts for on-site work or services to additional contractors. The contractor shall cooperate fully with all other on site DOE contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

#### **H.10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

The following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
  - (1) The amount required by the State of Ohio under applicable Worker's Compensation and occupational disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability Insurance. Coverage shall be on the comprehensive form of policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the 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.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

#### **H.11 DOE-H-1010 SECTION 8(A) DIRECT AWARDS**

This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE) under contract number 0920/11/105680. Although the contractor is identified in Section A (Standard Form 26), SBA remains the prime contractor for this contract. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office for the 8(a) contractor is:

U.S. Small Business Administration  
200 W. Santa Ana Blvd., Suite 700  
Santa Ana, CA 92701  
Phone: 714-560-7451

DOE is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, DOE shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. DOE shall also coordinate with SBA prior to

processing any novation agreement. DOE may assign contract administration functions to a contract administration office.

The contractor agrees:

(1) To notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern.

Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) To comply with FAR 52.219-14, "Limitations on Subcontracting."

#### **H.12 CONTRACTOR'S PROGRAM MANAGER**

The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the principal point of contact between the Contractor and the Contracting Officer's Representative under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the Contracting Officer's Representative may issue within the terms and conditions of the contract.

#### **H.13 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**

The Representations, Certifications, and Other Statements of the contractor, dated May, 31 2011 to May, 31 2012 are hereby incorporated into this contract by reference.

#### **H.14 CYBER SECURITY PROGRAM**

- (a) In accordance with DOE O 205.1B DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM, regardless of the performer of the work, the contractor is responsible for compliance with the provisions and requirements, flowing down applicable Contractor Requirements Document (CRD) requirements to subcontractors at any tier, and to ensure compliance with DOE O 205.1A. The contractor must implement and comply with the Program Cyber Security Plan (PCSP) below for all cyber security activities involving unclassified or national security information systems. Compliance with the PCSP is monitored by Senior DOE Management.

**The following PCSP is part of the requirements of DOE O 205.1B:**

(See Section J, Attachment B)

DOE Program Cyber Security Plan

**H.15 ORGANIZATIONAL CONFLICT OF INTEREST RESTRICTIONS**

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

**H.16 PERSONNEL**

The Contractor shall hire only competent personnel to be used in the performance of this contract. The DOE and NYSERDA shall have the right to require the replacement of any employee of the Contractor who does not meet the necessary experience and training requirements to perform the work described in Section C, Descriptions/Specifications/Work Statement.

**H.17 DOE-H-1024 ALTERNATIVE DISPUTES RESOLUTION (ADR)**

(a) The DOE and the contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.

(b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the contractor:

(1) DOE and the contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

(2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

(c) If one party to this Contract requests the use of the process set forth in Paragraphs (b)(1) and (b)(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

#### **H.18 TRANSITION TO SUCCESSOR CONTRACT**

The Contractor's employees may be retained in the performance of the succeeding contract. Not less than 30 days prior to completion of this contract, the Contractor shall furnish the Contracting Officer a certified list of the names of all employees on the Contractor's or subcontractor's payroll anticipated to be providing services during the last month of contract performance. To facilitate transition, the Contracting Officer shall turn over such list to the successor Contractor no earlier than 45 days prior to the commencement of the succeeding contract. The Contractor shall reasonably assist DOE to ensure a seamless transition. This will include, but not be limited to, meeting with the successor contractor, and sharing non-proprietary contractual information.

#### **H.19 SECURITY**

(a) Responsibility: It is the contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided for performance and other DOE property. The contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the contractor's possession in connection with the performance of work under this contract. Special nuclear material will not be retained after the completion or termination of the contract.

(b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the CO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

**H.20 GOVERNMENT FURNISHED FACILITIES, PROPERTY AND EQUIPMENT**

The DOE and NYSERDA will provide office space for up to 7 individuals at one time at the Ashford Office Complex and will provide access to computers, printers, scanners and miscellaneous office supplies on an as needed basis. The DOE and NYSERDA must have two weeks prior notice of the need date for the office space. If office space is not available at the Ashford Office Complex, the DOE and NYSERDA will provide reasonable accommodations at a similar facility.

**SECTION I - CONTRACT CLAUSES**

**FAR CLAUSES**

I.01	52.202-1	DEFINITIONS (JULY 2004)
I.02	52.203-3	GRATUITIES (APR 1984)
I.03	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I.04	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
I.05	52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
I.06	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.07	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I.08	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
I.09	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
I.10	52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
I.11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
I.12	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2010)
I.13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
I.14	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2011)
I.15	52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
I.16	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
I.17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -MODIFICATIONS (OCT 1997)
I.18	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
I.19	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
I.20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
I.21	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
I.22	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)
I.23	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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).

(End of Clause)

I.24	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
I.25	52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2011)
I.26	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
I.27	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
I.28	52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
I.29	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
I.30	52.222-3	CONVICT LABOR (JUNE 2003)
I.31	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
I.32	52.222-26	EQUAL OPPORTUNITY (MAR 2007)
I.33	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
I.34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
I.35	52.222-37	EMPLOYMENT REPORTS VETERANS (SEP 2010)
I.36	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
I.37	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
I.38	52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
I.39	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
I.40	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
I.41	52.223-6	DRUG-FREE WORKPLACE (MAY 2011)
I.42	52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)

I.43	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
I.44	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
I.45	52.227-14	RIGHTS IN DATA—GENERAL (DEC 2007)
I.46	52.227-17	RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)
I.47	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (FEB 2007)
I.48	52.232-17	INTEREST (OCT 2010)
I.49	52.232-22	LIMITATION OF FUNDS (APR 1984)

LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than

(1) the estimated cost specified in the Schedule or,

(2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule.

The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of

(1) the total amount so far allotted to the contract by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of --

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that

(1) the amount allotted by the Government or,

(2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule.

If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of --

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

I.50	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
I.51	52.232-25	PROMPT PAYMENT (OCT 2008)
I.52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
I.53	52.233-1	DISPUTES (JULY 2002)
I.54	52.233-3	PROTEST AFTER AWARD (AUG 1996)
I.55	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
I.56	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I.57	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
I.58	52.242-13	BANKRUPTCY (JULY 1995)
I.59	52.242-15	STOP-WORK ORDER (AUG 1989)
I.60	52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS (SEPT 2000)
I.61	52.244-2	SUBCONTRACTS (OCT 2010)
I.62	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
I.63	52.245-1	GOVERNMENT PROPERTY (AUG 2010)
I.64	52.245-9	USE AND CHARGES (AUG 2010)
I.65	52.246-6	INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
I.66	52.246-25	LIMITATION OF LIABILITY—SERVICES (FEB 1997)
I.67	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ALTERNATE IV (SEPT 1996)
I.68	52.249-14	EXCUSABLE DELAYS (APR 1984)
I.69	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

I.70	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
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DEAR CLAUSES

I.71	952.202-1	DEFINITIONS
I.72	952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
I.73	952.204-75	PUBLIC AFFAIRS (DEC 2000)
I.74	952.204-77	COMPUTER SECURITY (AUG 2006)
I.75	952.208-70	PRINTING (APR 1984)
I.76	952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (ALTERNATE I) (JUN 1997)
I.77	952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION
I.78	952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL

I.79	952.226-74	RADIATION EXPOSURE RECORDS (APR 1984)
I.80	952.242-70	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
I.81	952.245-5	TECHNICAL DIRECTION (DEC 2000)
I.82	952.251-70	GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME- AND-MATERIALS, OR LABOR-HOUR CONTRACTS.)
		CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)

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

<b><u>Attachment</u></b>	<b><u>Description</u></b>
Attachment A	Labor Categories, Rates and Labor Hour Estimates
Attachment B	DOE O 205.1B DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM

REDACTED

Attachment A- Labor Rates & Estimated Hours For CLIN 0001

CLIN 0001	Fully Burden Rates For Contract Term	Estimated Hours For Contract Term	Estimated Total For Contract Term
<b>LABOR CATEGORY</b>			
<b>ENVIRO COMPLIANCE SOLUTIONS, INC. (ECS)</b>			
Program Manager			
Project Manager			
Subject Matter Expert (SME) I (In house)			
Subject Matter Expert (SME) II (In house)			
Subject Matter Expert (SME) III (In house)			
Subject Matter Expert (SME) IV (In house)			
Subject Matter Expert (SME) V (In house)			
Senior Engineer			
Senior Scientist			
Sr. Discipline Specialist			
Associate Engineer/Scientist			
GIS/CADD Technician			
Staff Geologist			
Staff Engineer/Scientist II			
Staff Scientist			
Project Controls			
Procurement/Contracts Manager			
Admin Assistant			
Clerical (Non Exempt)			
Clerical Overtime			
	Subtotal		

CLIN 0001	Fully Burden Rates For Contract Term	Estimated Hours For Contract Term	Estimated Total For Contract Term
<b>LABOR CATEGORY</b>			

REDACTED

Attachment A- Labor Rates & Estimated Hours For CLIN 0001

CLIN 0001	Fully Burden Rates For Contract Term	Estimated Hours For Contract Term	Estimated Total For Contract Term
<b>LABOR CATEGORY</b>			
ENVIRO COMPLIANCE SOLUTIONS, INC. (ECS)			
INDEPENDENT CONSULTANTS UNDERIECS			
Facillator -1 Darryl Armstrong			
Facillator -2 Gall Rymor			
Facillator -3 Dawn Ford			
<b>Subtotal</b>			

CLIN 0001	Fully Burden Rates For Contract Term	Estimated Hours For Contract Term	Estimated Total For Contract Term
<b>LABOR CATEGORY</b>			
Team Subcontractor: INNOVATIVE TECHNICAL SOLUTIONS, INC. (ITSI)			
Project Manager			
Subject Matter Expert (SME) I			
Subject Matter Expert (SME) II			
Subject Matter Expert (SME) III			
Subject Matter Expert (SME) IV			
Subject Matter Expert (SME) V			
Independent Scientific Panel (ISP) Member I			
Independent Scientific Panel (ISP) Member II			
Independent Scientific Panel (ISP) Member III			
Independent Scientific Panel (ISP) Member IV			
Facillator			
Senior Engineer			
Senior Scientist			
Sr. Discipline Specialist			
Associate Engineer			
Associate Scientist			
Associate Discipline Specialist			
Staff Engineer/Scientist II			
Staff Discipline Specialist II			
Staff Engineer/Scientist I			
Staff Discipline Specialist I			
Supervisory Technician			
Senior Technician			
Technician (Non Exempt)			
Clerical (Non Exempt)			
Technician Overtime			
Clerical Overtime			
<b>Subtotal</b>			
<b>Total</b>			

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Program Manager	Program Manager	25+ BS/BA 15+ MS/PhD	Single point of contact responsible for the overall management of the contract, including cost, schedule, and technical quality; coordinates all program issues; holds periodic status meetings with DOE and NYSERDA
Project Manager	Project Manager Deputy Program Manager	15+ BS/BA 10+ MS/PhD	Manages individual projects and oversees individual task order execution in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. Coordinates SME activities for individual projects.
Subject Matter Expert (SME) I (in house)	Technical Director Technical Consultant	10+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Subject Matter Expert (SME) II (in house)	Senior Technical Director Senior Technical Consultant Senior Program Executive	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Subject Matter Expert (SME) III (in house)	Senior Technical Director Senior Technical Consultant Senior Program Executive	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Subject Matter Expert (SME) IV (in house)	Senior Technical Director Senior Technical Consultant Senior Program Executive	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Subject Matter Expert (SME) V (in house)	Senior Technical Director Senior Technical Consultant Senior Program Executive	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Subject Matter Expert (SME) I (outside)	Technical Consultant	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Subject Matter Expert (SME) II (outside)	Technical Consultant	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Subject Matter Expert (SME) III (outside)	Technical Consultant	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Subject Matter Expert (SME) IV (outside)	Technical Consultant	15+ MS/PhD	Plans, conducts, and monitors studies, analysis, modeling, technology assessment, risk assessment, project planning and decision-making of major significance; applies proven management skills and technical knowledge; supplies technical advice and counsel to other professionals; demonstrates ability to originate and apply new and/or unique methods, approaches, and procedures
Independent Scientific Panel (ISP) Member I	Independent Consultant	25+ PhD	Assist Phase 1 Study Process by providing scientific input and guidance to SMEs and agencies in instances of differences of opinion that potentially hinder progress of the process; participates on ISP Panel
Independent Scientific Panel (ISP) Member II	Independent Consultant	25+ PhD	s
Independent Scientific Panel (ISP) Member III	Independent Consultant	25+ PhD	Assist Phase 1 Study Process by providing scientific input and guidance to SMEs and agencies in instances of differences of opinion that potentially hinder progress of the process; participates on ISP Panel
Independent Scientific Panel (ISP) Member IV	Independent Consultant	25+ PhD	Assist Phase 1 Study Process by providing scientific input and guidance to SMEs and agencies in instances of differences of opinion that potentially hinder progress of the process; participates on ISP Panel
Facilitator	Independent Consultant	15+ PhD	Facilitates process for identifying, designing and implementing potential Phase 1 Studies; considers input from SMEs, ISP, regulatory agencies and the public
Senior Engineer	Senior Engineer (Nuclear, Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Project Manager	15+ BS/BA 10+ MS	Must hold P.E. or equivalent professional registration or certification; provides technical planning and input; performs complex assignments requiring professional judgment and evaluation

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Senior Scientist	Senior Scientist (Environmental, Chemist, Biologist, Ecologist, Health Physicist, Toxicologist) Senior Geologist Senior Hydrogeologist Senior Risk Assessor Senior Archaeologist Senior Health Physicist Senior Industrial Hygienist Program Manager Project Manager Senior GIS/Remote Sensing Specialist Senior Construction Manager Senior Construction QA/QC Specialist Senior Site Superintendent Senior Contract Administrator Senior Procurement Specialist Senior Planner Senior Groundwater Modeler Senior Architectural Historian Senior Architect Senior Designer Senior Risk Assessor Public Involvement Specialist Project Manager Senior Database Administrator	15+ BS/BA 10+ MS	Must hold professional certification or registration; provides or oversees technical analysis, planning and input; performs complex assignments requiring professional judgment and evaluation
Sr. Discipline Specialist	Senior Procurement Specialist Senior Planner Senior Groundwater Modeler Senior Architectural Historian Senior Architect Senior Designer Senior Risk Assessor Public Involvement Specialist Project Manager Senior Database Administrator	20+ Industry Experience 10+BS/BA 5+ MS	Provides or oversees analysis, planning and input; performs complex assignments requiring relevant industry experience, professional judgment and evaluation

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experiences/ Years/Education	General Job Description
Associate Engineer	Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Project Engineer Project Manager	5+ BS/BA 1+ MS	Under minimal direction independently performs a variety of non-routine and complex tasks and studies; may supervise entry-level professionals
Associate Scientist	Scientist (Environmental, Chemist, Biologist, Ecologist) Geologist Hydrogeologist Groundwater Modeler Risk Assessor Archaeologist Paleontologist Historian Program Manager Project Manager	5+ BS/BA 1+ MS	Under minimal direction independently performs a variety of non-routine and complex tasks and studies; may supervise entry-level professionals

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Associate Discipline Specialist	Designer Architect Architectural Historian Planner Project Controls Specialist Cost Control Specialist Procurement Specialist Contract Administrator Construction Manager Site Superintendent Cost Estimator Scheduler Technical Writer Construction QA/QC Specialist GIS/Remote Sensing Specialist Survey Manager CADD Manager Database Administrator Database Tech Statistician Junior Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Junior Scientist (Environmental, Chemist, Biologist, Ecologist)	15+ Industry Experience 5+ BS/BA 1+ MS	Under minimal direction independently performs a variety of non-routine and complex tasks and studies; may supervise entry-level professionals
Staff Engineer/Scientist II		4+ AA 2+ BS Entry Level	Entry-level professional classification; works under close supervision and direction; performs a variety of routine tasks and studies following detailed instructions and established procedures

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Staff Discipline Specialist II	Project Coordinator Contract Administrator Senior CADD Operator Remote Sensing/GIS Specialist Junior Risk Assessor Senior Surveyor Public Relations Coordinator Specification Writer Database Tech Statistician Junior Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Junior Scientist (Environmental, Chemist, Biologist, Ecologist)	10+ Industry Experience 0+ Technical Training	Performs a variety of clearly defined tasks and studies following detailed instructions and established procedures
Staff Engineer/Scientist I	Junior Engineer (Electrical, Civil, Mechanical, Environmental, Chemical, Geotechnical) Junior Scientist (Environmental, Chemist, Biologist, Ecologist)	4+ AA 2+ BS Entry Level	Entry-level professional classification; works under close supervision and direction; performs a variety of routine tasks and studies following detailed instructions and established procedures
Staff Discipline Specialist I	Project Coordinator Contract Administrator Senior CADD Operator Remote Sensing/GIS Specialist Junior Risk Assessor Senior Surveyor Public Relations Coordinator Specification Writer Supv. CADD/GIS Operator Supv. Environmental Technician Supv. Construction Technician Supv. Engineering Technician	10+ Industry Experience 0+ Technical Training	Performs a variety of clearly defined tasks and studies following detailed instructions and established procedures
Supervisory Technician	Supv. CADD/GIS Operator Supv. Environmental Technician Supv. Construction Technician Supv. Engineering Technician	15+ Industry Experience 5+ Technical Training 0+ AA	Supports the acquisition, compilation, and distribution of data and information; supervises staff; ensures implementation of standard operating procedures

Attachment A- Part II, Labor Category Descriptions

Labor Category	Typical Job Titles	Typical Experience/ Years/Education	General Job Description
Senior Technician	CADD/GIS Operator Environmental Technician Construction Technician Engineering Technician Graphic Artist	8+ Industry Experience 5+ Technical Training 0+ AA	Supports the acquisition, compilation, and distribution of data and information; works under close supervision of professional staff; implements standard operating procedures as directed
Technician (Non-Exempt)	Draftsperson Laboratory Technician Field Technician Surveyor Technical Aide	5+ Industry Experience 0+ Technical Training Entry Level	Supports the acquisition, compilation, and distribution of data and information; works under close supervision of professional staff; implements standard operating procedures as directed
Clerical (Non-Exempt)	Administrative Assistant Word Processing Clerk	2+ HS Diploma 0+ Technical Training/AA	Provides routine clerical support for document and report production, correspondence and file maintenance; works under close supervision
Technician Overtime (Non-Exempt)	Rate includes premium pay for overtime as required by applicable law		
Clerical Overtime (Non-Exempt)	Rate includes premium pay for overtime as required by applicable law		

**U.S. Department of Energy**  
**Washington, D.C.**

**ORDER**

**DOE O 205.1B**

Approved: 5-16-2011

**SUBJECT: DEPARTMENT OF ENERGY CYBER SECURITY PROGRAM**

1. **PURPOSE.** To set forth requirements and responsibilities for a Departmental Cyber Security Program (CSP) that protects information and information systems for the Department of Energy (DOE). The CSP requires a Risk Management Approach (RMA) that includes: analysis of threats/risks; risk-based decisions considering security, cost and mission effectiveness; and implementation consistent with guidelines from the National Institute of Standards and Technology (NIST) and Committee on National Security Systems (CNSS) cyber requirements, processes and protections. *DOE Oversight* is conducted through *Assurance Systems* that monitor the risk evaluation and protection processes at each level in the organization. The DOE CSP emphasizes risk management rather than a systems-level "controls compliance" approach. Through the RMA, the Department effectively and efficiently meets its obligations under the Federal Information Security Management Act (FISMA) in a manner that improves, rather than impedes the fulfillment of the Department's statutory missions.

The CSP, through DOE's RMA:

- a. establishes line management accountability for ensuring protection of information and information systems through Senior DOE Management (SDM) consisting of the Department's Under Secretaries, the Energy Information Administrator, Power Marketing Administrators and the Chief Information Officer (CIO) (see *Attachment 3* for a pictorial representation of DOE SDM);
- b. recognizes the Department's federated government-owned/contractor operated (GOCO) environment and appropriately integrates cyber security governance, accountability and reporting into management and work practices at all levels of the Department;
- c. institutes a mission-centric, risk-based approach to the management of cyber security to ensure the confidentiality, integrity, and availability of DOE information and information systems;
- d. requires a training, education, and awareness program that develops and maintains cyber security competencies including threat identification and risk management throughout DOE Federal and contractor workforces that enables personnel to fulfill their responsibilities in protecting DOE information and information systems;
- e. establishes cyber security governance processes that are mission-focused;
- f. defines enterprise-level cyber security requirements, processes and responsibilities for protecting unclassified and national security information and information systems; and

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- g. ensures that the focus of cyber protection is on accomplishing mission, threat response, and affordable risk mitigation strategy that provides the appropriate benefit from available cyber security resources.

## 2. CANCELLATION.

- a. DOE O 205.1A, *Department of Energy Cyber Security Management Program*, dated 12-4-06.
- b. DOE M 205.1-4, *National Security System Manual*, dated 3-8-07.
- c. DOE M 205.1-5, *Cyber Security Process Requirements Manual*, dated 8-12-08.
- d. DOE M 205.1-6, *Media Sanitization Manual*, dated 12-23-08.
- e. DOE M 205.1-7, *Security Controls for Unclassified Information Systems Manual*, dated 1-5-09.
- f. DOE M 205.1-8, *Cyber Security Incident Management Manual*, dated 1-8-09.

Cancellation of a directive does not, by itself, modify or otherwise affect any contractual or regulatory obligation to comply with the directive. Contractor Requirements Documents (CRDs) that have been incorporated into a contract remain in effect throughout the term of the contract unless and until the contract or regulatory commitment is modified to either eliminate requirements that are no longer applicable or substitute a new set of requirements.

## 3. APPLICABILITY.

- a. Departmental Elements. Except for the equivalencies/exemptions in paragraph 3.c, this directive applies to all Departmental elements.

The Administrator of NNSA will assure that NNSA employees and contractors comply with their respective responsibilities under this directive. Nothing in this Order will be construed to interfere with the NNSA Administrator's authority under section 3212(d) of Public Law (P.L.) 106-65 to establish Administration-specific policies, unless disapproved by the Secretary.

The Administrator of Bonneville Power Administration (BPA) will assure that BPA employees and contractors comply with their respective responsibilities under this directive.

For the purposes of this Order, the following Departmental Elements are identified as SDM and are responsible for formally implementing the DOE RMA described in this Order:

- (1) The Office of the Under Secretary of Energy
- (2) The Office for the Under Secretary of Science
- (3) The National Nuclear Security Administration (NNSA)
- (4) Energy Information Administration (EIA)
- (5) Bonneville Power Administration (BPA)
- (6) Southeastern Power Administration (SEPA)
- (7) Southwestern Power Administration (SWPA)
- (8) Western Area Power Administration (WAPA)
- (9) The Office of the Chief Information Officer (OCIO)

b. DOE Contractors. Except for the equivalencies/exemptions in paragraph 3.c. the Contractor Requirements Document (CRD) sets forth requirements of this Order that will apply to contracts that include the CRD.

- (1) The CRD, *Attachment 1*, sets forth requirements of this directive that will apply to site/facility management and operating (M&O) contracts that include the CRD.
- (2) A violation of the provisions of the CRD relating to the safeguarding or security of Restricted Data (RD) or other classified information may result in a civil penalty pursuant to subsection a. of section 234B of the Atomic Energy Act of 1954 (42 U.S.C. 2282b). The procedures for the assessment of civil penalties are set forth in Title 10, Code of Federal Regulations (CFR), Part 824, —Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations.

c. Equivalencies/Exemptions for DOE O 205.1B. Requests for equivalencies and exemptions from paragraph 4, of this Order must follow the process outlined in paragraph 6.a.(3) (c) of DOE O 251.1C. Request for equivalencies or exemptions from subsequent implementation plan requirements established by SDM must be addressed as prescribed in such plans.

Exemption. In accordance with the responsibilities and authorities assigned by Executive Order 12344 and to ensure consistency throughout the joint Navy and DOE organization of the Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors will implement and oversee all requirements

and practices pertaining to this Order for activities under the Deputy Administrator's cognizance, as deemed appropriate.

4. **REQUIREMENTS.** The DOE RMA employs an integrated enterprise-wide approach to secure information and information systems. Managing information security risk, as risk management in general, is not an exact science. It brings together the best collective judgments of individuals and groups within organizations responsible for strategic planning, oversight, management, and day-to-day operations—providing both the necessary and sufficient risk response measures to adequately protect the missions and business functions of those organizations. The DOE RMA provides a structured, yet flexible approach for managing risk that is intentionally broad-based, with the specific details of assessing, responding to, and monitoring risk on an ongoing basis provided by NIST security standards and guidelines, operational awareness, and site expertise.

DOE information and information systems must be protected in a manner commensurate with impact to mission, national security, risk, and magnitude of harm.

a. **Governance.**

- (1) The CSP and DOE RMA are governed by the Department's Information Management Governance Council (IMGC). The IMGC serves as the DOE corporate risk executive (function).
  - (a) The DOE Under Secretaries, NNSA Administrator and the DOE CIO are the full, voting members of the IMGC.
  - (b) The Chief Health, Safety and Security Officer and the Director, Office of Intelligence and Counterintelligence are advisory, non-voting members of the IMGC.
- (2) The IMGC is supported by:
  - (a) Information Management Governance Council Representatives (IMGCR), consisting of one Federal representative each from the Office of the Under Secretary of Energy; the Office of Science; the NNSA; and the Office of the CIO.
  - (b) Information Management Governance Council Advisory Group (IMGAG), consisting of: four members selected by the M&O community and approved by the IMGC: one CIO selected from the National Laboratories reporting to the Office of the Under Secretary of Energy; one CIO selected from the National Laboratories reporting to the Office of Science; one CIO selected from the National Laboratories reporting to NNSA; and one CIO selected from the NNSA production facilities reporting to NNSA.

- (c) Information Management Governance Secretariat, provided by the DOE Office of the CIO to manage the administrative functions of the IMGC.
- b. The RMA Process.
  - (1) The RMA is applicable to the management of all information and information systems.
  - (2) At all levels of DOE, the RMA must implement the four components of risk management: framing; assessing; responding; and monitoring as depicted in *Figure 1*.
    - (a) Risk framing (Step 1) and the risk assessment (Step 2) are completed in partnership with the *DOE Oversight* function.
    - (b) Risk response (Step 3) ensures the defensive protections are adequate for the agreed upon risk profile. For example, at the DOE Site level, the Senior Contractor Site Manager is accountable (e.g. Laboratory Director, Plant Director) for ensuring the defensive protections are adequate to mitigate the risk profile agreed to by the Federal Site Manager and Senior Site Manager.
    - (c) The site is responsible for developing an ongoing monitoring approach to evaluate and respond to changes in the environment and assess overall performance (Step 4). *DOE Oversight* is a component of risk monitoring and is accomplished through review of risk assessments, *Assurance System* outputs and processes, as appropriate.
  - (3) SDM shall establish the organizational tolerance for risk and communicates the risk tolerance throughout the organization including guidance on how risk tolerance influences ongoing decision-making activities.

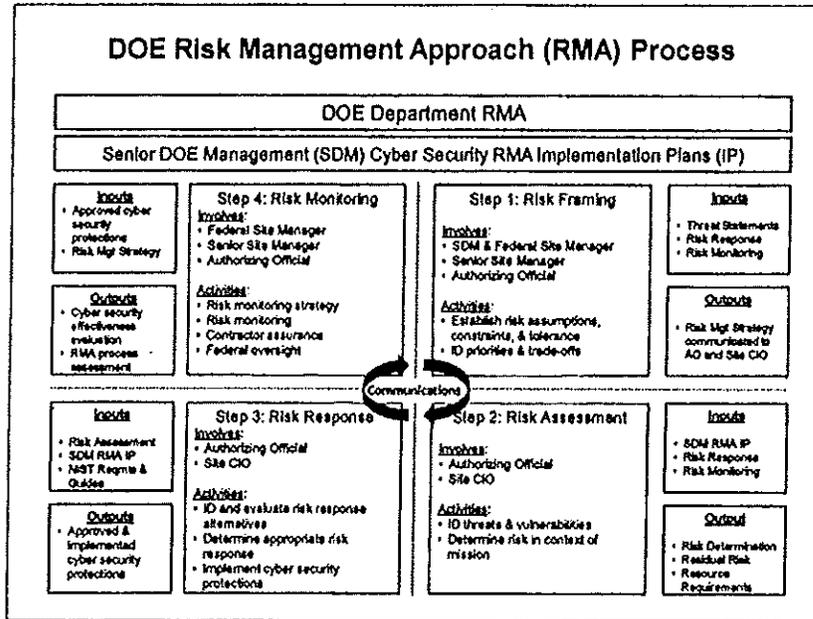


Figure 1. DOE Risk Management Approach (The 4-Steps are displayed at the DOE Site Level as an example)

- (4) SDM must, using a risk based and tailored approach, flow down the requirements and responsibilities of this Order to all subordinate organizational levels through implementation plans.
- (5) The development of SDM RMA implementation plans must be coordinated with the DOE CIO, and with the IMGC to resolve cross-SDM issues.
- (6) **Authorization Function** -- the Authorizing Official (AO) is the Federal official(s) responsible and accountable for ensuring that information systems under their purview are operated at an acceptable level of risk:
  - (a) For NSS, the Federal AO function is accomplished through *DOE Oversight* and must be consistent with CNSS policy.
  - (b) For unclassified systems, the Federal AO function is accomplished through *DOE Oversight*, which includes *Assurance System* transparency and performance according to the site's risk management plan, not necessarily a "system by system" authorization action.

c. SDM Risk Management Implementation Plans.

- (1) Must be based upon requirements, guidance and processes of applicable NIST and CNSS publications, as well as other appropriate national standards, whether or not specifically stipulated in this Order.
- (2) Must provide the framework for establishing acceptable risk in context of mission performance and assurance.
- (3) Must utilize a partnership approach that includes the Federal Site Manager and consultations with the Senior Site Manager in establishing acceptable risks.
- (4) Must provide sufficient flexibility in the design of organizational and site RMA implementation plans such that sites can tailor cyber security protections based on risk assessments to cost-effectively reduce information security risks to an acceptable level, including the tailoring of the requirements below.
- (5) Must focus on oversight of high-level balanced outcomes and the outputs of the *Assurance System* or equivalent.
- (6) Must provide a methodology for graded oversight that is based on risk and the contractor's past performance in risk management and tailored to meet mission needs.
- (7) Must define (or define processes for developing) minimum required components of applicable assurance systems, such as risk tolerance, and/or performance indicators, objectives, measures, other criteria.
- (8) Must define processes, including AO coordination with applicable contracting officials, to evaluate contractor programs, management, and assurance systems, for effectiveness of performance, consistent with DOE Order 226.1A, *Implementation of Department of Energy Oversight Policy*.
- (9) Must require that where mission appropriate, or where DOE Federal or DOE to citizen services are provided, federally directed security initiatives such as Trusted Internet Connection (TIC), Internet Protocol (IP) v6, Domain Name System Security Extensions (DNSSEC) be implemented as part of system development life cycle plans.

- (10) Must incorporate requirements for tracking cyber security weaknesses identified for NSS and unclassified information systems in a plan of action and milestone process.
- (11) Must require DOE and NNSA NSS and Federal unclassified systems to display a system use notification (e.g. Warning Banner) at login and require users to electronically acknowledge the warning (such as clicking on "OK" or "I agree" button to proceed). An example of a DOE approved warning banner:

**\*\*WARNING\*\*WARNING\*\*WARNING\*\*WARNING\*\***

**This is a Department of Energy (DOE) computer system. DOE computer systems are provided for the processing of official U.S. Government information only. All data contained within DOE computer systems is owned by the DOE, and may be audited, intercepted, recorded, read, copied, or captured in any manner and disclosed in any manner, by authorized personnel. THERE IS NO RIGHT OF PRIVACY IN THIS SYSTEM. System personnel may disclose any potential evidence of crime found on DOE computer systems to appropriate authorities.**

**USE OF THIS SYSTEM BY ANY USER, AUTHORIZED OR UNAUTHORIZED, CONSTITUTES CONSENT TO THIS AUDITING, INTERCEPTION, RECORDING, READING, COPYING, CAPTURING, and DISCLOSURE OF COMPUTER ACTIVITY.**

**\*\*WARNING\*\*WARNING\*\*WARNING\*\*WARNING\*\***

- (12) Must address risk-based protection of information on media used by or produced by NSS and unclassified information systems.
- (13) Must define a process for incident reporting that requires all cyber security incidents involving information or information systems, including privacy breaches, under DOE or DOE contractor control must be identified, mitigated, categorized, and reported to the DOE Cyber Incident Response Capability (DOE-CIRC) in accordance with DOE-CIRC procedures and guidance. DOE-CIRC procedures will incorporate reporting requirements from OMB and the Department of Homeland Security and be consistent with classified information and incident handling procedures in Department directives. If loss or unauthorized disclosure of classified information associated with NSS is suspected, the incident must be immediately reported to the AO.
- (14) Must require appropriate controlled unclassified information marking in the electronic environment. The requirements of DOE

M 471.3-1, *Manual for Identifying and Protecting Official Use Only Information*, 10 CFR Part 1017, *Identification and Protection of Unclassified Controlled Nuclear Information*, and DOE Order 471.1B, *Identification and Protection of Unclassified Controlled Nuclear Information* must be implemented for all DOE and NNSA information and information systems.

- (15) Must require appropriate classification marking in the electronic environment. The following must be implemented for all DOE and NNSA NSS. For systems with Restricted Data (RD), Formerly Restricted Data (FRD) or Transclassified Foreign Nuclear Information (TFNI), implementation should be consistent with DOE M 470.4-4A, *Information Security Manual* or NAP 70.4, *Information Security for NNSA*, and DOE O 475.2A, *Identifying Classified Information*. For systems with National Security Information, implementation must be consistent with DOE M 470.4-4A, DOE O 475.2A, and 32 CFR 2001.23.
- (16) Must require that National Security Systems follow CNSS. The security and risk management of DOE and NNSA systems containing national security information must adhere to the requirements established by the CNSS. Requests for equivalencies and for exemptions from CNSS requirements must follow those processes, as amplified by SDM cyber security implementation plan direction.
- (17) Must require appropriate media sanitization for NSS.
  - (a) Electronic media that is utilized on NSS must be sanitized prior to disposal according to DOE and NNSA media sanitization requirements documented by the AO approved processes in the SDM RMA implementation plan.
  - (b) Disposal of NSS electronic media must be consistent with DOE and NNSA record retention schedules and requirements.
- (18) Must use the information types and their indicated hierarchical protection levels to guide risk-based decisions in the implementation of the RMA. For classified systems the AO establishes, based on risk acceptance, the appropriate level of controls required to authorize use of these systems. Table I maps the information classification levels from Executive Order (E.O.) 13526 and 10 CFR part 1045 (Confidential, Secret and Top Secret) to the CNSSI 1253 potential impacts of Low, Moderate and High.

**TABLE 1. MAPPING DOE Information Groups to CNSSI 1253 Potential Impact Levels**

DOE Information Group [1]			CNSSI 1253 Potential Impact for Loss of Confidentiality
Confidential (NSI)			Low
Confidential RD[2] [4]			Moderate
Confidential RD[2][4]	Sigma	1, 2, 3, 4, 5, 9, 10, 11, 12, and 13	Moderate
Secret (NSI)			Moderate
Secret RD			Moderate to High
Secret RD [3]	Sigma	1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 15 and 20	Moderate to High
Secret RD [3]	Sigma	14	High
Top Secret (NSI)			High
Top Secret RD			High

- [1] Potential levels of impact for Integrity and Availability are determined by use of the data as specified by the Information and Information System Owner as part of the Information System Categorization process of CNSSI 1253.
- [2] RD is governed by the Atomic Energy Act of 1954 and requires additional access authorization. Consequences from unauthorized disclosure can be more severe than for the commensurate level of National Security Information (NSI). The RD category has no automatic "Declassify On: (date or event)" as does NSI.
- [3] Secret RD and Secret RD with Sigmas start at the highest CNSSI 1253 Potential impact for Loss of Confidentiality using the Risk Management Approach to make decisions to reduce controls.
- [4] CRD is moderate impact.

- (19) Must include requirements for protecting RD, FRD and TFNI on NSS consistent with DOE O 5610.2 Chg 1, *Control of Weapon Data*. When RD, FRD, or TFNI is provided to personnel from other Government Agencies, the RMA implementation plans must ensure that such personnel follow the requirements contained in this Order.
- (a) Electronic Transmission. Non-Sigma Nuclear Weapons Data (NWD) must be sent electronically only over approved classified networks and only if need-to-know for that information is assured by the sender.
- i. Non-Sigma Secret RD NWD may be sent to Department of Defense (DOD) and Other Government Agencies on Secret Internet Protocol Router Network (SIPRNET) without secondary encryption.
  - ii. Non-Sigma Secret RD NWD may be sent via DOE Enterprise Secure Network (ESN).