

2. CONTRACT (Proc. Inst. Ident.) NO. DE-EM0004837	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 17EM001247
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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)	CODE	
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) S C & A, Inc. Attn: GREGORY BERONJA 2200 Wilson Blvd Suite 300 Arlington VA 22201	8. 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

CODE 071167910	FACILITY CODE	
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 6017 Oak Ridge TN 37831

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) (0)	14. ACCOUNTING AND APPROPRIATION DATA
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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 \$16,943,726.57

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 checked="" 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 Jodi L. Gordon		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY Signature on File (Signature of the Contracting Officer)	20C. DATE SIGNED 04/06/2017

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

S C & A, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 54-1183001 DUNS Number: 071167910 Fund: 01751 Appr Year: 2017 Allottee: 33 Report Entity: 490809 Object Class: 25233 Program: 1111521 Project: 0001080 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 05/01/2017 to 04/30/2022				
00001	Labor to support the WDVP SEIS Support Services - Base Period Line item value is:: \$10,215,273.38 Incrementally Funded Amount: \$125,000.00				10,215,273.38
00002	WVDP SEIS Other Direct Costs - Not To Exceed Line item value is:: \$22,500.00 Incrementally Funded Amount: \$5,000.00				22,500.00
00003	WVDP SEIS - Travel Line item value is:: \$50,000.00 Incrementally Funded Amount: \$20,000.00				50,000.00
00004	WVDP SEIS - Labor- Option 1 Amount: \$3,348,782.98 (Option Line Item) Line item value is:: \$3,348,782.98				3,348,782.98
00005	WVDP SEIS - ODC - Option 1 Amount: \$7,500.00 (Option Line Item) Line item value is:: \$7,500.00				7,500.00
00006	WVDP SEIS - Travel - Option 1 Amount: \$20,000.00 (Option Line Item) Line item value is:: \$20,000.00				20,000.00
00007	WVDP SEIS Labor - Option Period 2 Amount: \$3,252,170.21 (Option Line Item) Line item value is:: \$3,252,170.21				3,252,170.21
00008	WVDP SEIS - Other Direct Costs- Option period 2 Amount: \$7,500.00 (Option Line Item) Line item value is:: \$7,500.00 Continued ...				7,500.00

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NAME OF OFFEROR OR CONTRACTOR

S C & A, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00009	WVDP SEIS - Travel - option Period 2 Amount: \$20,000.00 (Option Line Item) Line item value is:: \$20,000.00				20,000.00

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 139	
2. CONTRACT NUMBER DE-EM0004837		3. SOLICITATION NUMBER DE-SOL-0009226	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/02/2016	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001	8. ADDRESS OFFER TO (If other than Item 7) SEE PROVISION L.08		

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

SOLICITATION

9. Sealed offers in original and SEE PROVISION L.08 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in SEE PROVISION L.08 until 15:00 ET local time 09/01/2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Jodi L. Gordon	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS jodi.gordon@emcbc.doe.gov
		AREA CODE	NUMBER	EXT.	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	6
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	17	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	20
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	10
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	36
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	8
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	18				

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	00001	08/02/2016		
	00002	08/22/2016		

15A. NAME AND ADDRESS OF OFFEROR SC&A, Inc. 1608 Spring Hill Road, Suite 400 Vienna, VA 22182	CODE	FACILITY OZTK2	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Gregory P. Beronja, President & CEO
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15B. TELEPHONE NUMBER AREA CODE 703 NUMBER 893-6600 EXT. 206	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE 	18. OFFER DATE 9/8/2016
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Jodi L. Gordon	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 4/6/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	West Valley Demonstration Project Supplemental Environmental Impact Statement Procurement				

Tripartite Agreement Signature Page

This tripartite contract is between the U.S. Department of Energy (DOE), New York State Energy Research and Development Authority (NYSERDA) and SC&A, Inc. The signees are authorized representatives for their respective parties and agree to the terms and conditions set forth in contract DE-EM0004837. This tripartite contract is funded equally by the DOE and NYSERDA, therefore SC&A, Inc. is expected to report and respond equally to DOE and NYSERDA.

Concurrence:

Jodi Gordon 4/6/17

Jodi Gordon

Date

DOE, Contracting Officer

John B. Rhodes 4.6.17

John B. Rhodes

Date

NYSERDA, President and Chief Executive Officer

Gregory P. Beronja 4/6/17

Gregory P. Beronja

Date

SC&A, Inc. President & CEO

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

This is a Time-and-Materials (T&M) contract for the purpose of providing support to the U.S. Department of Energy (DOE) and the New York State Energy Research and Development Authority (NYSERDA) in preparing documents to support Phase 2 decision making for the DOE West Valley Demonstration Project (WVDP), the Western New York Nuclear Service Center (WNYNSC), and the State-Licensed Disposal Area (SDA). This contract will be equally funded by both Agencies (DOE and NYSERDA). DOE and NYSERDA are equal stakeholders concerning the development of the SEIS and the SEIS contractor will take direction from both DOE and NYSERDA in accordance with G.2. Technical issues will be mutually agreed upon by both agencies prior to being transmitted to the Contractor by the DOE Contracting Officer or designee. However, for all matters of contract administration please refer to Section G.3. The contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient and measurable results. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, 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 all items of work described in Section C, Performance Work Statement.

B.2 DOE-B-2008 TIME-AND-MATERIALS CONTRACT (OCT 2014) (DEVIATION)

(a) This is a time-and-materials contract. The Contractor shall provide the direct-productive-labor-hours (DPLH) at the fixed-hourly rates shown below by performing entity. The not-to-exceed values for DPLH are detailed in Table B-2: Labor Categories, Rates, and Estimated Hours. The Contractor shall provide personnel in the labor categories and at the fully burdened hourly rates (wages, overhead, general and administrative expense, and profit) set forth below (**NOTE:** The “Subcontractor Fully Burdened Hourly Rate” shall include all applicable prime Contractor mark-ups, if applicable.). The hourly rates are fully burdened and fixed for each year for the entire term of the contract. If the Contractor exceeds the contract ceiling price, it does so at its own risk. DPLH are defined as actual hours worked exclusive of federal holidays specified in clause H.10, Federal Holidays and Other Closures. DPLH includes subcontract hours used in performance of this contract. Not-to-exceed values have been established for the labor costs, other direct costs (ODCs), and travel for the base and option periods. The ODCs, including travel, will be reimbursed on an actual cost basis.

Table B-1: Pricing Schedule

Base Period: 0 to 36 months after NTP		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0001 Labor: Line item will be awarded as not-to-exceed total price		\$10,215,273.38
0002 Other Direct Costs – (e.g., Materials, supplies)		\$22,500.00
0003 Travel		\$50,000.00
Base Period Total		\$10,287,773.38

Option Period One : 37 to 48 months		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0004 Labor: Line item will be awarded as not-to-exceed total price		\$3,348,782.98
0005 Other Direct Costs – (e.g., Materials, supplies)		\$7,500.00
0006 Travel		\$20,000.00
Option Period Total		\$3,376,282.98

Option Period Two: 49 to 60 months		
CLIN	NTE DPLH Hours	NTE Dollar Amount
0007 Labor: Line item will be awarded as not-to-exceed total price		\$3,252,170.21
0008 Other Direct Costs – (e.g., Materials, supplies)		\$7,500.00
0009 Travel		\$20,000.00
Option Period Total		\$3,279,670.21
CONTRACT TOTAL PRICE (Including the Base Period and 2-One Year Option Periods)		\$16,943,726.57

Table B-2: Labor Categories, Rates, and Estimated Hours*

Base Period (Year 1): 0 to 12 months after NTP

Labor Categories	Estimated DPLH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Total Estimated NTE
Principal Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Project Manager – Decommissioning Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Project Manager – Supplemental Environmental Impact Statement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Subject Matter Expert – Decommissioning Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Subject Matter Expert	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Project Engineer, Senior Scientist, Or Senior Technical Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Engineer, Project Scientist, Or Project Technical Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Engineer, Scientist, Or Technical Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Technical Editor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Technical Editor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Records/Document Control Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Administrative Assistant I	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Administrative Assistant II	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Production Clerk	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL YEAR 1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$ 2,258,468.87

Base Period (Year 2): 13 to 24 months after NTP

Labor Categories	Estimated DPLH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Total Estimated NTE
Principal Project Manager		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Manager – Decommissioning Plan		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Manager – Supplemental Environmental Impact Statement		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Manager		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Subject Matter Expert – Decommissioning Plan		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Subject Matter Expert		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Engineer, Senior Scientist, Or Senior Technical Specialist		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Project Engineer, Project Scientist, Or Project Technical Specialist		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Engineer, Scientist, Or Technical Specialist		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Technical Editor		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Technical Editor		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Records/Document Control Specialist		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Administrative Assistant I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Administrative Assistant II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Production Clerk		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
TOTAL YEAR 2		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$ 4,165,803.25

Base Period (Year 3): 25 to 36 months after NTP							
Labor Categories	Estimated DPLH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Total Estimated NTE
Principal Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Project Manager – Decommissioning Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Manager – Supplemental Environmental Impact Statement	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Manager	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Subject Matter Expert – Decommissioning Plan	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Subject Matter Expert	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Project Engineer, Senior Scientist, Or Senior Technical Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Project Engineer, Project Scientist, Or Project Technical Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Engineer, Scientist, Or Technical Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Senior Technical Editor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Technical Editor	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Records/Document Control Specialist	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Administrative Assistant I	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Administrative Assistant II	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Production Clerk	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
TOTAL YEAR 3							\$ 3,791,001.26

Option Period One (Year 4): 37 to 48 months after NTP							
Labor Categories	Estimated DPLH						Total Estimated NTE
Principal Project Manager							
Senior Project Manager – Decommissioning Plan							
Senior Project Manager – Supplemental Environmental Impact Statement							
Senior Project Manager							
Subject Matter Expert – Decommissioning Plan							
Subject Matter Expert							
Senior Project Engineer, Senior Scientist, Or Senior Technical Specialist							
Project Engineer, Project Scientist, Or Project Technical Specialist							
Engineer, Scientist, Or Technical Specialist							
Senior Technical Editor							
Technical Editor							
Records/Document Control Specialist							
Administrative Assistant I							
Administrative Assistant II							
Production Clerk							
TOTAL YEAR 4							\$ 3,348,782.98

Option Period Two (Year 5): 49 to 60 months after NTP							
Labor Categories							Total Estimate NTE
Principal Project Manager							
Senior Project Manager – Decommissioning Plan							
Senior Project Manager – Supplemental Environmental Impact Statement							
Senior Project Manager							
Subject Matter Expert – Decommissioning Plan							
Subject Matter Expert							
Senior Project Engineer, Senior Scientist, Or Senior Technical Specialist							
Project Engineer, Project Scientist, Or Technical Specialist							
Engineer, Scientist, Or Technical Specialist							
Senior Technical Editor							
Technical Editor							
Records/Document Control Specialist							
Administrative Assistant I							
Administrative Assistant II							
Production Clerk							
TOTAL YEAR 5							\$ 3,252,170.21

* The proposed DPLH are the estimate of the work required and have been used to establish a fair and reasonable NTE price for this contract. The Contractor shall use reasonable efforts to deliver the total level of effort required within the proposed ceiling NTE for

that period. **The Contractor shall not be bound to deliver DPLH by labor category in strict accordance with this contract, but shall instead be authorized to interchange DPLH within the approved labor categories, interchange non-DPLH dollars with DPLH dollars, and manage to the total bottom-line within the contract NTE.**

(b) The Contractor shall be reimbursed for the cost of materials, supplies, travel, or other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, Allowable Cost and Payment. The estimated cost of materials, supplies, equipment, travel, or other direct costs for this contract is shown in Table B-1: Pricing Schedule.

(c) The total ceiling price of this contract is shown in Table B-1: Pricing Schedule.

(d) Payment for the DPLH provided and materials, supplies, travel, or other direct costs, if any, shall be made in accordance with Section I, FAR 52.232-7, Payments under Time-and-Materials and Labor Hour contracts.

B.3 NON-LABOR COST –INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs in accordance with the ceiling rates provided in the below table. The percentage specified is considered a ceiling rate. The Contractor’s actual rates, up to the ceiling rate, will be applied for each year. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

	Year 1	Year 2	Year 3	Year 4	Year 5
Ceiling Rate	0%	0%	0%	0%	0%

B.4 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

Funding has been obligated to each individual CLIN specified in Clause B.2 above as detailed below. The Contractor may incur costs for each CLIN only up to the amount of funding obligated for each CLIN. Funding obligated for one CLIN will not be available to cover costs incurred by the Contractor under another CLIN.

CLIN	Funding Amount (current action)	Cumulative Funding Amount	Estimated Performance Funded Through Date
0001 – Labor (Base Period)	\$125,000.00	\$125,000.00	06/15/17
0002 – Other Direct Costs (Base Period)	\$5,000.00	\$5,000.00	06/30/17
0003 – Travel (Base Period)	\$20,000.00	\$20,000.00	10/31/17
0004 – Labor (Option Year One)	TBD	TBD	TBD
0005 – Other Direct Costs (Option Year One)	TBD	TBD	TBD
0006 – Travel (Option Year One)	TBD	TBD	TBD
0007 – Labor (Option Year Two)	TBD	TBD	TBD
0008 – Other Direct Costs (Option Year Two)	TBD	TBD	TBD
0009 – Travel (Option Year Two)	TBD	TBD	TBD

B.5 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED PRICE AND PERIOD OF PERFORMANCE

(a) In accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries) to require the Contractor to perform the work set out by Section C, Description/Specs/Work Statement of the contract. In the event that the Government elects to exercise its unilateral right to extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.

(b) The Contracting Officer will consider factors set forth in FAR 17.207, Exercise of Options, in determining whether to exercise an option to extend the term of the contract. The Government is concerned with ensuring that the Contractor's performance meets, or exceeds, the performance requirements of the contract in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.

(c) The Estimated Price and Period of Performance of each option to extend the term of the contract are set forth in clause B.2, above.

SECTION C
PERFORMANCE WORK STATEMENT

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C.01 PURPOSE

The purpose of this contract is to provide support to the U.S. Department of Energy (DOE) and the New York State Energy Research and Development Authority (NYSERDA) in preparing documents to support Phase 2 decision making for the DOE West Valley Demonstration Project (WVDP), the Western New York Nuclear Service Center (WNYNSC), and the State-Licensed Disposal Area (SDA).

The scope of this contract includes the following elements:

1. Development of a project management schedule that integrates the completion of all work scope activities identified in this performance work statement by the required Phase 2 decision completion date of May 12, 2020.
2. Development of the public scoping process for the Supplemental Environmental Impact Statement (SEIS) for the WVDP, WNYNSC, and the SDA.
3. Development of reasonable (as defined in both the National Environmental Policy Act (NEPA) and the New York State Environmental Quality Act (SEQRA)) Phase 2 alternatives, including (but not limited to) modifications to existing alternatives, for the WVDP, WNYNSC, and the SDA to be evaluated in a Supplemental Environmental Impact Statement (SEIS).
4. Preparation of conceptual engineering design reports that will provide input data for the evaluation of the Phase 2 alternatives to be evaluated in the SEIS.
5. Preparation of a SEIS that incorporates an existing long-term Probabilistic Performance Assessment (PPA) and statistical decision analysis of Phase 2 options currently being prepared by a separate contractor and evaluates the potential short-term and long-term environmental impacts associated with the reasonable Phase 2 alternatives, including potential impacts due to erosion and climate change.
6. Preparation of Decommissioning Plan(s) to be submitted to the U.S. Nuclear Regulatory Commission (NRC) to: fulfill DOE requirements under the West Valley Demonstration Project Act of 1980 (Public Law 96-368), for NYSERDA's potential termination of its NRC 10 CFR Part 50 operating license (CSF-1) should NYSERDA pursue termination of the license, and to evaluate the SDA.
7. Preparation of applications for permitting or licensing modifications for the SDA needed to implement NYSERDA's Phase 2 decision for the SDA.

DOE and NYSERDA (the agencies) intend to conduct this work jointly, using a tripartite contract structure and sharing in oversight and cost of the work.

C.02 BACKGROUND

In 2010, DOE and NYSERDA selected the Phased Decision-making Alternative as the preferred alternative for the WVDP, the WNYNSC, and the SDA. The Phased Decision-making Alternative is described in the “*Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center (DOE/EIS-0226)*” (FEIS). During Phase 1 of the Phased Decision-making Alternative, a number of highly contaminated facilities will be removed. In addition, DOE and NYSERDA will perform additional scientific studies to facilitate interagency consensus to support the Phase 2 decision.

DOE and NYSERDA anticipate arriving at Phase 2 decisions for the WVDP, WNYNSC, and the SDA by 2020. Decisions will be made for WVDP and WNYNSC facilities and areas remaining after the conclusion of Phase 1 decommissioning that includes the Waste Tank Farm, the U.S. Nuclear Regulatory Commission (NRC)-licensed disposal area, the non-source area of the North Plateau Groundwater Plume, the Construction and Demolition Debris Landfill (CDDL), the Cesium Prong, the balance of the WNYNSC property, and the SDA. These decisions will be informed by (1) the Phase 1 Studies and other scientific studies being performed at the WVDP, WNYNSC, and the SDA, (2) a probabilistic performance assessment (PPA) and statistical decision analysis of Phase 2 options currently being prepared by another contractor to evaluate potential radiological doses associated with Phase 2 alternatives proposed for the WVDP, WNYNSC, and the SDA, and, (3) an SEIS that will consider the scientific studies and incorporate the aforementioned PPA and statistical decision analysis as part of the evaluation of potential environmental impacts associated with reasonable Phase 2 alternatives proposed for the WVDP, WNYNSC, and the SDA.

C.03 PERFORMANCE REQUIREMENTS

The Contractor shall furnish all facilities, services, materials, supplies, equipment, and travel required in connection with this performance work statement (PWS) except as expressly set forth in this contract as furnished by the Government. The Contractor shall furnish sufficient technical, supervisory, and administrative personnel to ensure the expeditious accomplishment of the work specified in this contract.

The Contractor shall conduct this work under a tripartite contract issued by DOE and jointly managed by the DOE and NYSERDA; however, technical issues will be mutually agreed upon by both agencies prior to being transmitted to the Contractor by the DOE Contracting Officer or designee with the DOE Contracting Officer retaining the ultimate authority over all contractual actions. The Contractor shall be responsive to each agency equally and shall involve both DOE

and NYSERDA in all communications conducted as part of this work as required throughout the contract.

C.03.1 Phase 2 Decision-making for the WVDP and WNYNSC

The Contractor shall implement all activities identified in this PWS. It is anticipated that this work may include, but not be limited to, literature searches, research efforts, and modeling (e.g., erosion, groundwater, surface water, slope stability) to support the development of reasonable Phase 2 alternatives, conceptual engineering design reports, the SEIS, the Decommissioning Plan(s), and other necessary regulatory submittals.

C.03.1.1 Phase 2 Decision-making Schedule for the WVDP, WNYNSC, and SDA

The Contractor shall develop a detailed project management schedule that integrates the completion of all work scope activities described in this performance work statement by the DOE and NYSERDA planned completion date of May 12, 2020 for the Phase 2 decision for the WVDP, WNYNSC, and the SDA. The May 12, 2020 Phase 2 decision date is specified in the DOE April 14, 2010 Record of Decision and the NYSERDA May 12, 2010 SEQR Findings Statement for the Final Environmental Impact Statement for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center. The Contractor's project management schedule shall include, but not be limited to, the following work scopes required to reach a Phase 2 decision for the WVDP, WNYNSC, and the SDA:

- SEIS scoping activities
- Development of reasonable Phase 2 decision making alternatives for the WVDP, WNYNSC, and the SDA
- Preparation of the draft and final conceptual engineering design reports for the WVDP, WNYNSC, and the SDA
- Preparation of the draft and final SEIS for the WVDP, WNYNSC, and the SDA
- Preparation of the draft and final Decommissioning Plan(s) for the WVDP, WNYNSC, and potentially the SDA¹, and
- Preparation of applications for permitting or licensing modifications for the SDA

The Contractor shall work with both of the agencies as required to identify when technical inputs, analyses, data, etc. used to address issues identified in "*The View of the New York State Energy Research and Development Authority on the Final Environmental Impact Statement for*

¹ It is unclear at this time whether the regulatory framework for the SDA would require a Decommissioning Plan for the implementation of NYSERDA's Phase 2 decision.

Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project and Western New York Nuclear Service Center²” (NYSERDA View) are needed in the SEIS preparation process. The NYSERDA View is found in the forward to the FEIS.

The Contractor shall submit a draft schedule for DOE and NYSERDA review and comment within 30 calendar days of the effective date of the contract. The Contractor shall submit a final integrated Phase 2 Decision Making Schedule for the WVDP, WNYNSC, and the SDA within 30 calendar days of receipt of final comments and schedule approval from DOE and NYSERDA.

C.03.1.2 Phase 2 Supplemental Environmental Impact Statement Scoping Activities

The contractor shall collaborate with the agencies and the agencies’ PPA contractor to support the public scoping process for the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA in accordance with applicable National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA) requirements. The contractor shall assist the agencies in completing the following tasks, which include, but are not limited to:

- Scoping of Phase 2 alternatives with DOE, NYSERDA, and the agencies’ PPA contractor as described in C.03.1.3
- Assisting the agencies in preparing and submitting the Notice of Intent (NOI) to prepare the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA to the Federal Register and the State Environmental Notice Bulletin
- Assisting the agencies in planning, holding, and facilitating two public meetings for the cooperating regulatory agencies and interested stakeholders during the public comment period as stated in the NOI. The contractor shall be expected to complete the following tasks to support the successful completion of the public meetings including, but not limited to:
 - Arranging the logistics of the public meetings including the date, time, location, venues, and technical staffing appropriate for the public meetings
 - Preparing and submitting notifications for the public meetings to local newspapers and radio and television stations including possibly preparing media kits and conducting media briefings prior to the public meeting
 - Preparing all meeting materials including agendas, sign-in sheets, meeting handouts, presentations, display boards, and comment registration forms for public comment submission
 - Obtaining the services of a court recorder to prepare transcripts for each of the public meeting minutes
 - Assisting the agencies by contributing to technical presentations during the public meetings
 - Developing a project mailing list for future project meetings

- Reviewing, compiling, and categorizing the written and verbal comments received during the public meetings and presenting these to the agencies for consideration

As described in Section J-2 Deliverables, the contractor will develop and submit to the agencies for approval:

- the Notice of Intent (NOI) to prepare the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA to submit to the Federal Register, and the State Environmental Notice Bulletin
- Meeting materials and transcripts for each of the public meeting minutes.

The timeframe for completion of C.03.1.2 is to be determined by the contractor and the Contractor shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. The Contractor shall describe the details of this work in the quarterly interim reports and in the final report.

C.03.1.3 Development of Phase 2 Alternatives

The Contractor shall collaborate with the agencies and the agencies' PPA contractor to develop reasonable Phase 2 alternatives, including, but not limited to, modifications to the existing Site wide Close-In-Place Alternative, Site wide Removal Alternative, and No Action Alternative identified in the FEIS, for those facilities remaining at the WVDP and WNYNSC including the SDA. Evaluation of the No Action Alternative is required by the National Environmental Policy Act (NEPA) and the New York State Environmental Quality Review Act (SEQRA).²

The development of reasonable Phase 2 alternatives is expected to be an iterative process that may include alternate approaches for in-place closure, various partial source term removals, variations in engineered barrier designs, and alternate approaches for full exhumation for each of the Phase 2 facilities and areas. This process will be supported by the agencies' PPA contractor who will evaluate the long-term radiological dose impacts and perform a statistical decision analysis of the reasonable Phase 2 alternatives. The long-term dose impacts for the Phase 2 alternatives for all facilities and areas within the WVDP, WNYNSC, and the SDA, shall be evaluated by the Contractor against the NRC License Termination Criteria (10 CFR 20, Subpart E) as prescribed in the February 1, 2002 NRC Final Policy Statement for the WVDP (67 FR 5003).

The Contractor shall evaluate the impacts of the reasonable Phase 2 alternatives during its preparation of the SEIS as described in Section C.03.1.5.

² While no decision has been made on the number of alternatives to be evaluated in the SEIS, for proposal cost estimating purposes the contractor should assume five (5) alternatives: (Total Removal, Close in Place, No Action, Hybrid 1, and Hybrid 2).

As described in Section J-2 Deliverables, the contractor will develop and submit to the agencies for approval:

- A draft report detailing the results of the development of Phase 2 alternatives to be evaluated in the SEIS
- A final Phase 2 Alternative report to detail results of this within work within 30 days of receipt of final comments from DOE and NYSERDA

The timeframe for completion of C.03.1.3 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. The Contractor shall describe the details of this work in the quarterly interim reports and in the final report.

C.03.1.4 Preparation of Conceptual Engineering Design Reports

The Contractor shall prepare conceptual engineering design reports that shall serve as data inputs to the analysis to be performed in the SEIS for each of the reasonable alternatives developed in C.03.1.3 that will be evaluated in the SEIS in C.03.1.5³. The Contractor shall describe a potential engineering approach to be implemented for each proposed Phase 2 alternative at the WVDP, WNYNSC, and the SDA in these conceptual engineering reports. In addition to the potential engineering approach, these design reports will provide estimates of the resources, materials, and environmental releases associated with the implementation of the proposed Phase 2 alternative including, but not limited to:

- Capital purchases and construction costs
- Consumable materials required including waste containers
- Utility usage
- Labor personnel, hours, and costs required by job category and activity
- Personnel injuries, fatalities, and radiation exposure
- Airborne and aqueous environmental radiological releases
- Non-radiological environmental releases
- Volumes of packaged radiological and non-radiological waste generated by waste classification and waste disposal facility
- Total costs associated with the alternative, including labor, materials, and waste disposal costs
- Post closure costs, resource requirements, and environmental releases associated with environmental monitoring, facility maintenance, and site security

³ While no decision has been made on the number of alternatives to be evaluated in the SEIS, for proposal cost estimating purposes the contractor should assume five (5) alternatives: (Total Removal, Close in Place, No Action, Hybrid 1, and Hybrid 2).

The Contractor shall deliver a engineering report for each reasonable alternative to be evaluated in the SEIS in accordance with Section J, Attachment J-2, Deliverables. The Contractor shall provide in each report a detailed estimate of the resources and materials required to complete the alternative at the WVDP, WNYNSC, and the SDA and shall also provide detailed estimates of the environmental releases associated with each alternative. The Contractor shall document all components of the engineering reports, including all calculation packages prepared to support the engineering designs and required resources, materials, and environmental releases, in a proper archival format for the agencies' records as required in Section C.03.3 Records Management.

The timeframe for completion of C.03.1.4 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.4 include draft Conceptual Engineering Design Reports for DOE and NYSERDA review, responses to DOE and NYSERDA review comments on the draft reports, and final Conceptual Engineering Design Reports incorporating DOE and NYSERDA review comments. Task-specific deliverables shall also include all proper supporting documents, files, and analyses including all references used during the preparation of the Conceptual Engineering Design Reports in a proper archival format for the agencies' records as required in Section C.03.3 Records Management. The Contractor shall describe the details of this work in the quarterly interim reports and in the final report.

C.03.1.5 Preparation of a Supplemental Environmental Impact Statement

The Contractor shall prepare a draft and final SEIS that will allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. The Contractor shall include in the SEIS an evaluation of the potential short-term and long-term environmental impacts associated with the reasonable Phase 2 alternatives developed in C.03.1.3, including potential impacts due to erosion and climate change, for those facilities remaining at the WVDP, WNYNSC, and the SDA following the completion of Phase 1 decommissioning, including the No Action alternative as required by NEPA and SEQRA. Preparation of the SEIS shall utilize information from the conceptual engineering design reports prepared in Section C.03.1.4.

The Contractor shall include, but not be limited to, the following items in the SEIS:

- Any supplementation to the FEIS purpose and need for the proposed action
- Description of the reasonable Phase 2 alternatives (developed in C.03.1.3), including modification to the existing alternatives, to be evaluated in the SEIS
- A description of how the issues raised in the NYSERDA View as presented in the Foreword of the 2010 FEIS were addressed (to be provided by the agencies).
- The “agencies' preferred alternative,” which is the alternative that the agencies believe would fulfill their statutory mission and responsibilities, giving consideration to economic, environmental, technical and other factors.

- Any supplementation to the descriptions of the affected environment at the WVDP, WNYNSC, and the SDA within the FEIS, including but not limited to: land use, site infrastructure, site geology, soils, and hydrology, ecological and cultural resources, and socioeconomics.
- Any supplementation to the evaluation of the potential environmental impacts from the reasonable Phase 2 alternatives evaluated in the SEIS including, but not limited to:
 - Potential impacts to: land use, site geology and hydrogeology, air and water quality, threatened or endangered species, historic and cultural sites, and social and economic impacts to local communities
 - Evaluation of environmental processes shall include evaluation of potential impacts due to erosion and climate change.
- An evaluation of the short- and long-term impacts on human health and safety associated with normal and accidental releases of radioactivity and non-radiological emissions during the implementation of reasonable Phase 2 alternatives
- Any supplementation to the evaluation of transportation impacts associated with shipping radioactive and non-radioactive waste generated during the reasonable Phase 2 alternatives evaluated in the SEIS
- Use of the NRC's License Termination Rule (LTR) as described in the NRC Policy Statement as the framework for evaluating all of the facilities at the Center, including the SDA⁴.
- Any supplementation to the evaluation of potential mitigation measures to minimize impacts to the environment and to human health and safety
- Evaluation of alternatives against 10 CFR Part 61.50 and 61.51, per the Stipulation of Compromise Settlement with the Coalition on West Valley Nuclear Wastes
- Any supplementation to the evaluation of costs associated with each reasonable Phase 2 alternative including costs to mitigate expected impacts
- Any supplementation to evaluation of laws, regulations, and requirements applicable to the proposed action
- Any supplementation to the evaluation of uncertainties in the analysis

The Contractor shall utilize information developed in the FEIS, the conceptual engineering design reports completed in C.03.1.4, available site-specific environmental monitoring, radiological inventory data, Phase 1 Studies, other technical studies, the long-term probabilistic performance assessment, and the statistical decision analysis of Phase 2 options to develop the SEIS.

⁴ Although the LTR criteria do not apply to the SDA, the SDA will be evaluated using the LTR criteria as a means for conducting a consistent evaluation across all site facilities. There is currently no requirement to decommission the SDA or to terminate the SDA radioactive materials license within any particular timeframe. As such, NYSERDA will be working with the New York State regulatory agencies in regard to identifying the regulatory framework for implementing the Phase 2 decisions for the SDA.

The potential long-term radiological doses associated with the reasonable Phase 2 alternatives will be evaluated by the agencies' PPA contractor during its development of the long-term PPA. The agencies' PPA contractor is currently transitioning the deterministic performance assessment approach used in the FEIS to a probabilistic modeling approach that shall be sufficiently robust to support the development of a long-term PPA for use in the agencies' Phase 2 decision making process for the WVDP, WNYNSC, and the SDA. The agencies' PPA contractor will have refined the probabilistic model through multiple iterations of sensitivity analysis and uncertainty analysis to evaluate the relative importance of the model components and the nature and magnitude of uncertainty in the analysis and the extent to which uncertainty may be reduced. A probabilistic model framework is expected to be available within 9 months of the award of this contract. The PPA contractor will also prepare a statistical decision analysis to assist the agencies with the evaluation of Phase 2 closure and/or long term monitoring and maintenance options for those facilities remaining at the WVDP and WNYNSC after Phase 1 decommissioning.

The Contractor shall assist the agencies in planning, holding, and facilitating two public meetings for the cooperating regulatory agencies and interested stakeholders during the public comment period of the draft SEIS. The Contractor shall complete the following tasks to support the successful completion of the public meetings, including but not limited to:

- Arranging the logistics of the public meetings including the date, time, location, venues, and technical staffing appropriate for the public meetings
- Preparing and submitting notifications for the public meetings to local newspapers and radio and television stations including possibly preparing media kits and conducting media briefings prior to the public meeting
- Preparing all meeting materials including agendas, sign-in sheets, meeting handouts, presentations, display boards, and comment registration forms for public comment submission
- Obtaining the services of a court recorder to prepare transcripts for each of the public meeting minutes
- Assisting the agencies by contributing to technical presentations during the public meetings
- Reviewing, compiling, and categorizing the written and verbal comments received during the public meetings and presenting these to the agencies for consideration

The Contractor shall coordinate with the agencies' PPA contractor during the development of the long-term PPA and shall incorporate the results of the long-term PPA modeling and statistical decision analysis of Phase 2 options in its preparation of the SEIS. The Contractor shall coordinate with the agencies' PPA contractor to prepare chapters and/or appendices for inclusion in the SEIS that describe the methodology, component models, and results of the long-term PPA and statistical decision analysis of Phase 2 options. The Contractor shall coordinate with the

agencies' PPA contractor to ensure that the PPA Contractor's chapters and appendices are successfully integrated into the SEIS. The Contractor shall involve DOE and NYSERDA in all coordination with the PPA Contractor.

The timeframe for completion of C.03.1.5 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.5 include a draft SEIS for DOE and NYSERDA review, responses to DOE and NYSERDA review comments on the draft SEIS, a draft SEIS for inter-agency review by cooperating agencies [NRC, U.S. Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Health (NYSDOH)], responses to inter-agency review comments on the draft SEIS, a draft SEIS for public review, responses to public review comments on the draft SEIS, and a Final SEIS. Task-specific deliverables shall also include all required notifications, all proper supporting documents, files, and analyses including all references used during the preparation of the SEIS in a proper archival format for the agencies' records as required in Section C.03.3 Records Management. The Contractor shall develop quarterly interim reports and a final report to detail results of this work.

C.03.1.6 Preparation of Decommissioning Plan(s)

DOE and NYSERDA committed to develop an integrated Phase 2 decision approach for all facilities at the WVDP and WNYNSC, including the SDA. The Contractor shall utilize the NRC's License Termination Rule (LTR) criteria as prescribed in the February 1, 2002 NRC Final Policy Statement for the WVDP (67 FR 5003) to evaluate all facilities at the WVDP, WNYNSC, and the SDAs⁵. The Contractor shall prepare one or more Decommissioning Plan(s) to be submitted to the NRC that:

- Fulfills DOE requirements under the West Valley Demonstration Project Act of 1980 (Public Law 96-368),
- Meets requirements for NYSERDA's potential termination of its NRC 10 CFR Part 50 operating license (CSF-1) should NYSERDA decide to terminate the license

The Contractor shall develop Decommissioning Plan(s) that describe the planned decommissioning activities to be performed at the WVDP, WNYNSC, and potentially the SDA

⁵ Although the LTR criteria do not apply to the SDA, the SDA will be evaluated using the LTR criteria as a means for conducting a consistent evaluation across all site facilities. There is currently no requirement to decommission the SDA or to terminate the SDA radioactive materials license within any particular timeframe. As such, NYSERDA will be working with the New York State regulatory agencies in regard to identifying the regulatory framework for implementing the Phase 2 decisions for the SDA.

that are consistent with the agencies' preferred alternative in the SEIS. The Contractor shall include in the Decommissioning Plan(s) site characterization information and dose modeling that establishes soil cleanup criteria that meet the required NRC license termination criteria and it will identify required radiological surveys including remedial action and final status surveys to be performed at the WVDP, WNYNSC, and potentially the SDA.

The Contractor shall ensure that the Decommissioning Plan(s), at a minimum, contain the information identified in Appendix D of NUREG-1757 *Consolidated Decommissioning Guidance*, Vol. 2 Rev. 1, as summarized below.

- Executive Summary
- Facility Operating History
- Facility Description
- Radiological Status of the Facility
- Dose Modeling
- Environmental Information
- ALARA Analysis
- Planned Decommissioning Activities
- Project Management and Organization
- Health and Safety Program
- Environmental Monitoring and Control Program
- Radioactive Waste Management Program
- Quality Assurance Program
- Facility Radiation Surveys
- Financial Assurance
- Restricted Use/Alternate Criteria

The Contractor shall participate in the initial public scoping meeting(s) with the NRC, DOE, other regulatory agencies, and the public to discuss the approach and proposed content of the site Decommissioning Plan(s). The Contractor shall status the progress of the development of the site Decommissioning Plan(s) in follow-on public meetings with the NRC, DOE, other regulatory agencies, and the public. The Contractor shall prepare a draft Decommissioning Plan(s) that shall be capable of meeting the NRC acceptance/completeness review criteria to allow detailed NRC technical review of the Decommissioning Plan(s).

Once the NRC has completed its technical review of the draft Decommissioning Plan(s), the Contractor shall prepare responses to all NRC Requests for Additional Information (RAI) and shall revise the Decommissioning Plan(s) accordingly, until the agencies receive approved NRC Technical Evaluation Report(s) (TER) and the equivalent approval documentation for the SDA. The Contractor shall prepare supporting documents for the Decommissioning Plan(s) such as

radiological characterization survey plans and final status survey plans prepared consistent with the requirements of NUREG-1575 Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM).

The timeframe for completion of C.03.1.6 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.6 include submission of draft and final decommissioning plan checklists for DOE and NYSERDA technical review and approval, draft Decommissioning Plan(s) for DOE and NYSERDA technical review, responses to DOE and NYSERDA review comments on the draft Decommissioning Plan(s), draft Decommissioning Plan(s) for NRC acceptance review and technical review, responses to NRC RAIs, and revised Decommissioning Plan(s) incorporating responses to NRC RAIs that results in the receipt of an approved NRC TER(s), and the equivalent approval documentation for the SDA. Task C.03.1.6 will be considered complete when the agencies receive an approved NRC TER(s), and the equivalent approval documentation for the SDA. Task-specific deliverables shall also include all proper supporting documents, files, and analyses including all references used during the preparation of the Decommissioning Plan(s) in a proper archival format for the agencies' records as required in Section C.03.3 Records Management. The Contractor shall develop quarterly interim reports and a final report to detail results of this work.

C.03.1.7 Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area

The SDA is not licensed by the NRC but is currently regulated by the New York State Department of Environmental Conservation (NYSDEC) under the New York State 6 NYCRR 380 and 6 NYCRR 370 regulations, and by the New York State Department of Health (NYSDOH) which maintains authority over the SDA radioactive materials license.

The Contractor shall prepare regulatory documents such as applications for permit or license modifications to NYSDEC and NYSDOH to support NYSERDA's implementation of Phase 2 decision making for the SDA.

The work scope and timeframe for completion of C.03.1.7 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Task-specific deliverables for C.03.1.7 may include preparation and submission of draft permitting and or licensing documents for NYSERDA and DOE review, responses to NYSERDA and DOE review comments, preparation and submission of draft permitting and or licensing documents for NYSDEC/NYSDOH review, and revision of draft permitting and or licensing documents incorporating NYSDEC/NYSDOH review comments. Task C.03.1.7 will be considered complete when NYSERDA receives the required

NYSDEC/NYSDOH regulatory approvals. Task-specific deliverables shall include all proper supporting documents, files, and analyses including all references used during the preparation of the draft permitting and or licensing documents in a proper archival format for NYSERDA's records as required in Section C.03.3 Records Management. The Contractor shall develop quarterly interim reports and a final report to detail results of this work.

C.03.2 General Deliverables

The Contractor shall provide all deliverables identified in Section J, Attachment J-2 in draft form for the agencies technical review.

C.03.3 Records Management

The Contractor shall develop and implement a Records Management Program to ensure all records (regardless of media; including, but not limited to, electronic records, electronic information systems and email) generated/received in the performance of the Contract are managed in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, "*Records Management*"; DOE O 243.1B, "*Records Management Program*", and any other DOE requirements as directed by the CO. The Contractor shall perform records management in support of its operation and shall generate two (2) sets of records, one of which shall be turned over to DOE and the other to NYSERDA at contract completion. The Contractor shall inventory, schedule and disposition all records in accordance with Federal laws, regulations, DOE Directives and an approved Records Management Plan. The Contractor shall submit the Records Management Plan (see Section J, Attachment J-2, Deliverables) to the DOE and NYSERDA for approval within 60 calendar days of the contract effective date and re-submit for approval thereafter when changes occur.

Except for those defined as contractor-owned, all records (see 44 U.S.C. 3301 for statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in the performance of this Contract shall be the property of both DOE and NYSERDA.

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated and received (regardless of media) by Federal regulations found in 36 CFR, Subchapter 12, *Records Management*.

The Contractor shall develop and maintain up-to-date inventories, file plan and systems that provide for the identification (DOE Records Disposition Schedule title and description), location, cutoff, arrangement, and disposition authority, for all Government-owned and Contractor-owned

records created and received. The Contractor shall maintain a NEPA Administrative Record (AR) in accordance with DOE and SEQRA requirements. The AR is a compilation of all documents that are considered or relied on when decisions are made. Records or materials that are typically part of the project record and that have been identified for inclusion in the AR shall be duplicated in their entirety for both the project or subject record and the AR.

The Contractor shall develop and implement a Records Disposition Plan, which shall include processing records to storage, turnover to DOE and NYSERDA at contract completion or the records destruction process (See Section J, Attachment J-2, Deliverables). The Contractor shall disposition all records in accordance with NARA-approved DOE Records Disposition Schedules and applicable federal laws and regulations. The plan shall include a destruction certificate that requires DOE Records Management Field Officer (RMFO), DOE Legal, and NYSERDA approvals prior to the destruction (DOE can provide example) of any records. This includes any contractor-owned records eligible for destruction prior to contract completion.

C.03.4 Communication and Outreach Support

The Contractor shall interact with the agencies, cooperating agencies, the PPA contractor, and organizations involved in scientific data collection activities at the WVDP, WNYNSC, and the SDA. The Contractor shall assist and support the agencies during meetings with the regulatory agencies and with the public (including the Citizen Task Force, Quarterly Public Meetings, environmental groups, and other interested parties) to discuss the progress and results of the work scope identified in this PWS.

The Contractor shall support the agencies in outreach and response to elected officials, stakeholders, regulators, and Tribal entities including, but not limited to, preparation for briefings, public presentations, and search, review, and reproduction of documents and records.

C.03.5 Travel

Travel to the WVDP site or the Ashford Office Complex (AOC) in West Valley, New York may be necessary for Contractor personnel to conduct some elements of the scope of work for this contract. In addition, the Contractor shall travel to West Valley to participate in meetings with the agencies, regulators, and members of the public, to discuss the project progress under this contract. Contractor travel required during performance of this contract is subject to approval by the Contracting Officer. Travel, lodging and per diem to West Valley is authorized in accordance with the Federal Travel Regulations. The Contractor shall support the development of an annual travel budget and track expenses throughout the year.

C.03.6 Citizenship and Credential Requirements

Individuals assigned to this contract shall be United States citizens or United States legal permanent residents with the appropriate work authorization. Any non-citizen or non-legal permanent resident is prohibited from working under this contract without prior Contracting Officer approval, including those individuals previously approved under any other federal contract. Individuals must provide proof of United States citizenship and/or legal work status.

Individuals working under this contract for a period of 6 months or greater, or as directed by the Department of Energy West Valley Demonstration Project, are required to comply with Homeland Security Presidential Directive 12: Policy for a Common Identification Standard for Federal Employees and Contractors (HSPD-12). Individuals must complete and submit the necessary documentation to be sponsored and enrolled in the USAccess System and successfully pass a background investigation to be issued a federal HSPD-12 credential.

C.03.7 Training

Individuals working under this contract that are anticipated to be on site [West Valley Demonstration Project (WVDP) and/or Ashford Office Complex (AOC)] for a total 2 weeks (80 hours) or more (in any combination) in one calendar year are required to complete General Employee Training (GET) which is computer based training that should take 3 hours to complete including a pre-test review offered by the site prime contractor.

C.03.8 Security and Emergency Response

While at the WVDP, WNYNSC, SDA, or AOC, individuals working under this contract shall comply with ALL established security and emergency response requirements and actions. Additionally, the Contractor shall comply with DOE Order 471.3, Identifying and Protecting Official Use Only Information and DOE Manual 471.3-1, Manual for Identifying and Protecting Official Use Only Information.

C.03.9 Information Assurance

The Contractor shall develop an Information System Security Plan that defines the Contractor's cyber system components, operational boundaries, and roles and responsibilities for managing the system. The plan shall be submitted for agency review and approval in accordance with Section J Attachment J-2, Deliverables. A template for the Information System Security Plan is provided as Section J Attachment J-2, Information System Security Plan.

SECTION D

PACKAGING AND MARKING

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SECTION D - PACKAGING AND MARKING

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

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

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E - INSPECTION AND ACCEPTANCE

E.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.246-6	INSPECTION – TIME-AND-MATERIAL AND LABOR HOUR (MAY 2001)

E.2. DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-6, Inspection – Time-and-Material and Labor-Hour (May 2001). If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.242-15	STOP-WORK ORDER (AUG 1989)

F.2. DOE-F-2003, PERIOD OF PERFORMANCE – ALTERNATE I AND ALTERNATE II (OCT 2014)

- (a) The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on May 1, 2017 and continue through April 30, 2020 for the base period of performance. The option periods of performance would continue through April 30, 2022, if exercised. Periods of performance for specific Contract Line Items Numbers will be accomplished in accordance with the schedule shown below.
- (b) The period of performance of this contract may be extended pursuant to unilateral or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such option(s) or other clauses, the period of performance shall be revised to reflect such extensions.

Periods of Performance (POP)		
Period	Start	End
Base POP (36 Months)	May 1, 2017	April 30, 2020
Option 1 POP (12 Months)	May 1, 2020	April 30, 2021
Option 2 POP (12 Months)	May 1, 2021	April 30, 2022

F.3. DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014) – (DEVIATION)

The performance may take place in several locations during the Period of Performance of the contract. The Contractor shall perform work in its own facilities the majority of the time, however, the Contractor may be required to be in either the WVDP site or the Ashford Office Complex located in:

WVDP Site:

U.S. Department of Energy
West Valley Demonstration Project
10282 Rock Springs Rd.
West Valley, NY 14171-9799

Ashford Office Complex:

U.S. Department of Energy
West Valley Demonstration Project
9030 Route 219
West Valley, NY 14171-9799

F.4. DELIVERABLES

All products, reports, and deliverables (Section J, Attachment J-2) under this contract shall be delivered to the Contracting Officers for both DOE and NYSERDA shown in Section G or to the duly authorized representatives of the Contracting Officers, as designated in writing by the DOE Contracting Officer.

SECTION G

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SECTION G - CONTRACT ADMINISTRATION DATA

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

The DOE Contracting Officer (CO) is responsible for administration of the contract. This individual shall be primarily responsible for all contractual actions required to be taken by DOE and NYSERDA under the terms of this contract. The DOE Contracting Officer may appoint both a DOE and NYSERDA Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The DOE COR will consult with the NYSERDA COR on any and all proposed technical direction to be provided to the contractor. The DOE Contracting Officer will consult with the NYSERDA Contracting Officer prior to taking actions listed (a-f) below. The DOE Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

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

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

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the DOE Contracting Officer. The Contractor shall use the DOE COR as the point of contact on technical matters, subject to the restrictions of the clause in Section I, entitled "DEAR 952.242-70 Technical Direction (DEC 2000)". The DOE COR is responsible for all technical matters under the contract and will communicate any and all technical direction to the contractor. The DOE COR will consult with the NYSERDA COR on any and all proposed technical direction to be provided to the contractor. The NYSERDA COR will provide written concurrence to the DOE COR on all proposed technical direction to be provided to the contractor.

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

- (a) The Contractor shall designate a Principal Project Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Principal Project Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this

contract.

(b) The Principal Project Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

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

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

(a) Technical correspondence. Technical correspondence shall be addressed to the DOE Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to both the DOE and NYSERDA Contracting Officer and the NYSERDA COR. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

The DOE Contracting Officer is responsible for all contract administration functions under the contract and will communicate any and all contractual direction to the contractor. The DOE Contracting Officer will consult with the NYSERDA Contracting Officer on any and all proposed contractual direction to be provided to the contractor. The NYSERDA Contracting Officer will provide written concurrence to the DOE Contracting Officer on all contractual changes. 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 within 10 business days of receipt of the proposed contract action and indicate the scope of the questions or disagreement.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the DOE and NYSERDA CO.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the DOE and NYSERDA CO. Copies of all such correspondence shall be provided to the COR.

- (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the DOE and NYSERDA CO and the DOE and NYSERDA COR.

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

(1) DOE Administrative Contracting Officer Address:

United States Department of Energy
Environmental Management Consolidated Business Center (EMCBC)
Attention: Bridget Purdy
250 East 5th Street, Suite 500
Cincinnati, OH 45202
Email at: bridget.purdy@emcbc.doe.gov

NYSERDA Administrative Contracting Officer Address:

Greg Frank
New York State Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399
Email at: greg.frank@nyserda.ny.gov

(2) DOE Contracting Officer's Representative Address:

United States Department of Energy
West Valley Demonstration Project (WVDP)
Attn: Martin Krentz
10282 Rock Springs Rd., AC-DOE
West Valley, NY 14171
Email at: martin.krentz@wv.doe.gov

NYSERDA Contracting Officer's Representative Address:

New York State Energy Research and Development Authority
Attn: Lee Gordon
9030-B Route 219
West Valley, NY 14171
Email at: lee.gordon@nyserda.ny.gov

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

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

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

(1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(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.

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

(i) 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.

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

(iii) 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.

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

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

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

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

**G.7 DOE-G-2008 NONSUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)
(DEVIATION)**

DOE and NYSERDA 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 agencies.

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PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-2013 Consecutive Numbering (OCT 2014)

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

H.2 DOE-H-2014 Contractor Acceptance of Notices of Violation or Alleged Violations, Fines, and Penalties (OCT 2014)

(a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.

(b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.

(c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.3 DOE-H-2018 Privacy Act System of Records (OCT 2014)

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

DOE System Title/Number

DOE-5	Personnel Records of Former Contractor Employees
DOE-13	Payroll and Leave Records
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-43	Personnel Security Clearance Files

DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-55	FOIA/PA Requests for Records

H.4 DOE-H-2029 Position Qualifications (OCT 2014)

The Contractor shall provide personnel for the performance of this contract, whether employees of the Contractor or employees of a subcontractor, which satisfy as a minimum the applicable labor category qualifications, both education and experience, set forth in the "Position Qualifications" in Section J, Attachment J-1, except as the Contracting Officer may otherwise authorize.

H.5 DOE-H-2033 Alternative Dispute Resolution (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for

filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.6 DOE-H-2034 Contractor Interface With Other Contractors And/Or Government Employees (OCT 2014)

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

H.7 DOE-H-2035 Organizational Conflict Of Interest Management Plan (OCT 2014)

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

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.
- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

H.8 DOE-H-2036 Obligations as to Protected Energy Policy Act (EPACT) Information (OCT 2014)

(a) The provisions of the Energy Policy Act of 1992, P.L. 102-486 (42 U.S.C. §13541(d)) require the protection from public disclosure, for a period of up to five years from development, of information resulting from the award or performance of this contract that would be trade secret or privileged or confidential commercial or financial information if the information that is privileged or confidential had been obtained from a non-Federal party for a period of up to 5 years after the submittal of the information. This protection from public disclosure includes exemption from disclosure pursuant to 5 U.S.C. §552(b) (The Freedom of Information Act).

(b) The cover page of any document subject to and protectable under the provisions of P.L. 102-486 (42 U.S.C. §13541(d)), shall be marked with the following legend:

PROTECTED EPACT INFORMATION

THIS DOCUMENT CONTAINS PROTECTED INFORMATION WHICH WAS SUBMITTED ON SEPTEMBER 8, 2016 UNDER AGREEMENT NO. DE-EM0004837 AND IS NOT TO BE FURTHER DISCLOSED FOR A PERIOD OF UP TO 5 YEARS AFTER DEVELOPMENT OF THE INFORMATION EXCEPT AS EXPRESSLY PROVIDED FOR IN THE SUBJECT AWARD.

In addition, each page of the document shall be marked with the words "PROTECTED EPACT INFORMATION."

(c) The Government agrees not to further disclose such protected information for a period of up to 5 years from the date it was submitted, except (1) to be provided to other DOE facilities with the same protection in place, (2) as necessary to perform this agreement or (3) as otherwise mutually agreed to in advance.

(d) The obligations in (c) above shall end when any such protected information becomes publicly known without fault of the Government, comes into the Government's possession without breach by the Government of its obligations or is independently developed by someone who did not have access to the Protected Agreement Information.

(e) Notwithstanding any other provision of this contract, the following technical data first produced under this contract, as a minimum, shall be delivered to the DOE with unlimited rights:

All data produced under this contract shall be delivered with unlimited rights.

H.9 DOE-H-2046 Diversity Program (OCT 2014)

(a) The Contractor shall develop and implement a diversity program consistent with and in support of the DOE's diversity program. A diversity plan covering the full period of performance (base and option periods) shall be submitted to the Contracting Officer for approval within 60 calendar days after the effective date of the contract. Once the diversity plan is approved by the Contracting Officer, the Contractor shall implement the diversity plan within 60 calendar days of its approval by the Contracting Officer.

(b) The diversity plan shall address, at a minimum, the Contractor's approach to ensure an effective diversity program (including addressing applicable affirmative action and equal employment opportunity regulations) to include: (1) a statement of the Contractor's policies and practices; and (2) planned initiatives and activities which demonstrate a commitment to a diversity program, including recruitment strategies for hiring a diverse work force. The diversity plan shall also address, as a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force; (2) educational outreach, including a mentor-protégé program; (3) stakeholder involvement and outreach; (4) subcontracting; and (5) economic development.

(c) An annual diversity report shall be submitted pursuant to Section J, Attachment J-2, Deliverables. This report shall provide a list of accomplishments achieved, both internally and externally during the current reporting period, and projected initiatives during the next reporting period. The report shall also list any proposed changes to the diversity plan which shall be subject to the Contracting Officer's approval.

H.10 DOE-H-2047 Federal Holidays And Other Closures (OCT 2014)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

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

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

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

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

(d) The Contractor shall provide the services required by the contract at Federally-owned or – controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

H.11 DOE-H-2048 Public Affairs – Contractor Releases Of Information (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 14 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and

clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.12 DOE-H-2049 Insurance Requirements (OCT 2014)

(a) In accordance with the clause FAR 52.228-7, Insurance – Liability to Third Persons, the following types and minimum amounts of insurance shall be maintained by the Contractor:

- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
- (2) Employer's liability – \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
- (3) Comprehensive bodily injury liability – \$500,000.
- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
- (5) Comprehensive automobile bodily injury liability – \$200,000 per person and \$500,000 per occurrence.
- (6) Comprehensive automobile property damage – \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

H.13 DOE-H-2053 Worker Safety And Health Program In Accordance With 10 CFR 851 (OCT 2014)

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

(b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

(c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or

illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.

(d) The Contracting Officer may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).

(e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the Contracting Officer may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the Contracting Officer may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.

(f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.

(g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

H.14 DOE-H-2056 Annual Indirect Billing Rates (OCT 2014)

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment, indirect billing rates, revised billing rates (as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA)

and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA.

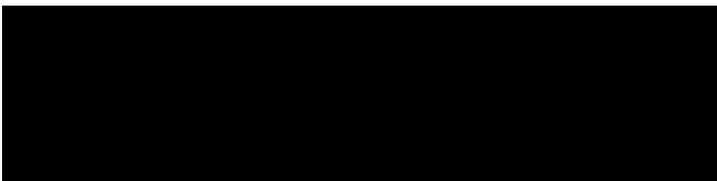
(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

H.15 DOE-H-2058 Designation And Consent Of Major Or Critical Subcontracts (OCT 2014)

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



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

H.16 DOE-H-2059 Preservation Of Antiquities, Wildlife And Land Areas (OCT 2014)

(a) Federal Law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. The Contractor shall control the movements of its personnel and its subcontractor's personnel at the job site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report to the Contracting Officer the existence of any antiquities so discovered.

(b) The Contractor shall also preserve all vegetation (including wetlands) except where such vegetation must be removed for survey or construction purposes. Any removal of vegetation shall be in accordance with the terms of applicable habitat mitigation plans and permits. Furthermore, all wildlife must be protected consistent with programs approved by the Contracting Officer.

(c) Except as required by or specifically provided for in other provisions of this contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the job site without the prior approval of DOE or its designee.

H.17 DOE-H-2062 Personal Identity Verification Of Contractor Personnel (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.

(b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified elsewhere in the contract pursuant to the clause Section I, I.99, DEAR 970.5204-2, Laws Regulations and DOE Directives.

H.18 DOE-H-2063 Confidentiality Of Information (OCT 2014)

(a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.

(b) The restrictions set out in paragraph (a) above, however, do not apply to—

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

- (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
- (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
- (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
- (5) Information which is subject to release under applicable law.

(c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.

(d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

(e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.

(f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

H.19 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (OCT 2014)

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

(b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.

(c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.

(d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.

(e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

(f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

(g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

H.20 DOE-H-2065 Reporting Of Fraud, Waste, Abuse, Corruption, Or Mismanagement (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including

incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must—

- (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
- (2) Not impede or hinder another employee's cooperation with the OIG; and
- (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.21 DOE-H-2070 Key Personnel (OCT 2014)

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

Key Personnel Position Title	Key Personnel Name
Principal Project Manager	
Senior Project Manager – Decommissioning Plan	
Senior Project Manager – Supplemental Environmental Impact Statement	
Subject Matter Expert- Decommissioning Plan	

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

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

- (1) The term “reasonably in advance” is defined as 14 calendar days.

(2) Key personnel are considered “managerial personnel” under the clause at FAR 52.245-1 GOVERNMENT PROPERTY.

H.22 DOE-H-2071 Department of Energy Directives (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment included below or identified elsewhere in the contract.

DOE O 243.1B Admin Chg 1	Records Management Program
DOE O 414.1D Admin Chg 1	Quality Assurance
American Society of Mechanical Engineers (ASME) NQA-1-2008, and addenda through 2009	Quality Assurance Requirements for Nuclear Facility Applications
EM-QA-001	Environmental Management (EM) Quality Assurance Plan
10 CFR 830	Nuclear Safety Management Subpart A - Quality Assurance Requirements
DOE O 442.1.A	Department of Energy Employee Concerns Program <i>Clarification for DOE O 442.1.A</i> In support of the effective implementation of DOE O 442.1.A - Department of Energy (DOE) Employee Concerns Program (ECP), contractors are required to— <ul style="list-style-type: none"> • assist DOE in the resolution of employee concerns in a manner that protects the health and safety of both employees and the public and ensures effective and efficient operation of DOE-related activities under their jurisdiction; • ensure that contractor and subcontractor employees are advised that they have the right and responsibility to report concerns relating to the environment, safety, health, or management of DOE-related activities; and • cooperate with assessments used to verify that they have acted to minimize, correct, or prevent recurrence of the situation that precipitated a valid concern.
DOE O 471.3 Admin Chg 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Admin Chg 1	Manual for Identifying and Protecting Official Use Only Information

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting

Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-3 Changes - Time-and-Materials or Labor Hour. .

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.23 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

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.24 WORK PLAN PROCEDURES

(a) Only the CO may approve the contractor's work plans, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule.

(b) The COR will issue a request for a work plan from the Contractor which will contain a functional description of the work identifying the objectives or results desired from the contemplated work plan, including any specific work products.

(c) Within 10 calendar days after receipt of the COR's request, the Contractor shall submit a work plan conforming to the request which includes the technical description of the work, proposed schedule, labor categories, Direct Productive Labor Hours (DPLH), and other direct costs (if applicable).

(d) After review and any necessary discussions, the COR will forward the work plan to the CO for approval.

(e) The Contractor shall submit monthly work plan progress reports. At a minimum, the reports shall contain the following information:

1. Work Plan number.
2. Total work plan prices.

3. Cost and hours incurred to date for each work plan.
4. Costs and hours estimated to complete each work plan.
5. Significant issues/problems associated with each work plan.
6. Status of the schedule for each work plan.
7. Cost summary of the status of all work plans issued under the contract.

(f) Should any revision become necessary to the labor categories and hours for a PWS work element, the Contractor shall promptly submit to the CO and COR a revised work plan for that PWS work element with explanatory notes. Revised work plans submitted by the Contractor are subject to the review and approval of the CO.

H.25 QUALITY ASSURANCE SYSTEM

The Contractor shall implement a DOE-approved Quality Assurance Program (QAP) (see ATTACHMENT J-2: LIST OF CONTRACT DELIVERABLES/SUBMITTALS) in accordance with the current revision of the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to Quality Assurance (QA).

EM requires that American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, and addenda through 2009 be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

Contractors have three options for complying with this contract requirement:

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

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

The Contractor's QAP shall describe the overall implementation of the EM QA requirements and shall be applied to all work performed by the Contractor (e.g., research, design/engineering, construction, operation, budget, mission, safety, and health). Specifically, the contractor's QAP shall also describe the supply chain for electronic subcomponents, require procurement of sub-components only from original equipment manufacturers or original equipment manufacturer authorized distributors, and require electronic subcomponents be procured from vendors with a documented successful history with the supplier.

The Contractor shall develop and implement a comprehensive Issues Management System for the identification, assignment of significance category, and processing of nuclear safety-related and non-safety related issues identified within the Contractor's organization. The significance assigned to the issues shall be the basis for all actions taken by the contractor in correcting the issue from initial causal analysis, reviews for reporting to DOE, through completion of Effectiveness Reviews if required based on the seriousness of the issue.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. The review and any changes shall be submitted to DOE for approval. Changes shall be approved before implementation by the Contractor.

H.26 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

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

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

Regulations URLs: (Click on the appropriate regulation.)

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

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

Clause No.	Title	Fill-In Information See FAR 52.104(d)
I.2 52.202-1	DEFINITIONS (NOV 2013)	
I.3 52.203-3	GRATUITIES (APR 1984)	
I.4 52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)	
I.5 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)	
I.6 52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)	
I.7 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	
I.8 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	
I.9 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)	
I.10 52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)	
I.11 52.203-14	DISPLAY OF HOTLINE POSTER(S) (OCT 2015)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.12 52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)	
I.13 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)	

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I.14	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)	
I.15	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	
I.16	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)	
I.17	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)	
I.18	52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)	
I.19	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015)	
I.20	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	
I.21	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)	
I.22	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)	
I.23	52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	
I.24	52.215-2	AUDIT AND RECORDS--NEGOTIATION (OCT 2010)	
I.25	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	
I.26	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (AUG 2011)	
I.27	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)	
I.28	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	[Note: The government will include FAR 52.215-17 in the final contract if the winning proposal does not include FCCOM.]
I.29	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	
I.30	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) – ALTERNATE III (OCT 1997)	
I.31	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)	
I.32	52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)	(a) <i>Invoicing.</i> (3) The designated payment office will make interim payments for contract financing on the <u>30th</u> day after the designated billing office receives a

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			proper payment request.
I.33	52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	The Contracting Officer may exercise the option by written notice to the Contractor within <u>30 calendar days of the contract expiration date.</u>
I.34	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)	
I.35	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)	
I.36	52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)	
I.37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)	(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed: The Contractor represents that it is a small business concern under NAICS Code 541620 assigned to contract number DE-EM0004837.
I.38	52.222-3	CONVICT LABOR (JUN 2003)	
I.39	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	
I.40	52.222-26	EQUAL OPPORTUNITY (APR 2015)	
I.41	52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)	
I.42	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)	
I.43	52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	
I.44	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	
I.45	52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)	
I.46	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	
I.47	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)	
I.48	52.223-6	DRUG-FREE WORKPLACE (MAY 2001)	
I.49	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	
I.50	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	
I.51	52.225-1	BUY AMERICAN – SUPPLIES (MAY 2014)	
I.52	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)	
I.53	52.227-14	RIGHTS IN DATA-GENERAL (MAY 2014)	
I.54	52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC	

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		2007)	
I.55	52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL) (Jun 1987)	Except for data contained on pages (None Identified) it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data -- General" clause contained in this contract) in and to the technical data contained in the proposal dated September 8, 2016, upon which this contract is based.
I.56	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)	
I.57	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)	(h) <i>Interim payments.</i> (2) The designated payment office will make interim payments for contract financing on the <u>30th</u> day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
I.58	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	
I.59	52.232-17	INTEREST (MAY 2014)	
I.60	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)	
I.61	52.232-25	PROMPT PAYMENT (JUL 2013)	
I.62	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	
I.63	52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)	
I.64	52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)	
I.65	52.233-1	DISPUTES (MAY 2014)	
I.66	52.233-3	PROTEST AFTER AWARD (AUG 1996)	
I.67	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	
I.68	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	
I.69	52.237-3	CONTINUITY OF SERVICES (JAN 1991)	
I.70	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	
I.71	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)	
I.72	52.242-4	CERTIFICATION OF FINAL INDIRECT	

		COSTS (JAN 1997)	
I.73	52.242-13	BANKRUPTCY (JUL 1995)	
I.74	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)	
I.75	52.244-2	SUBCONTRACTS (OCT 2010)	(d)Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$750,000 (j) any and all subcontractors evaluated prior to contract award (as contained in Section H.15, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications
I.76	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)	
I.77	52.245-1	GOVERNMENT PROPERTY (APR 2012)	
I.78	52.245-9	USE AND CHARGES (APR 2012)	
I.79	52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)	
I.80	52.248-1	VALUE ENGINEERING (OCT 2010)	(m) DE-EM0004837
I.81	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) – ALTERNATE IV (SEP 1996)	
I.82	52.249-14	EXCUSABLE DELAYS (APR 1984)	
I.83	52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	
I.84	952.202-1	DEFINITIONS (FEB 2011)	
I.85	952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	
I.86	952.204-75	PUBLIC AFFAIRS (DEC 2000)	
I.87	952.204-77	COMPUTER SECURITY (AUG 2006)	
I.88	952.208-70	PRINTING (APR 1984)	
I.89	952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)	(b)(1)(i) zero (0)
I.90	952.215-70	KEY PERSONNEL (DEC 2000)	(a) See Section H Key Personnel
I.91	952.216-7	ALLOWABLE COST AND PAYMENT (FEB 2011)	
I.92	952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)	
I.93	952.242-70	TECHNICAL DIRECTION (DEC 2000)	
I.94	952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)	
I.95	970.5204-2	LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)	

I.96 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time prior to the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-1	POSITION QUALIFICATIONS
ATTACHMENT J-2	DELIVERABLES
ATTACHMENT J-3	INFORMATION SYSTEM SECURITY PLAN TEMPLATE

SECTION J

ATTACHMENT J-1: POSITION QUALIFICATIONS

PRINCIPAL PROJECT MANAGER (KEY PERSONNEL)

The Principal Project Manager must have demonstrated experience managing the preparation of environmental impact statements (EIS), supplemental environmental impact statements (SEIS), decommissioning plans (DP), and environmental permitting/licensing actions at U.S. Department of Energy (DOE), U.S. Nuclear Regulatory Commission (NRC) licensed, and/or U.S. Environmental Protection Agency (EPA) regulated facilities with facilities that have the complexity of those at the WVDP and WNYNSC. The individual shall have a minimum of a Bachelor of Science degree in mathematics, engineering, or physical sciences and 10 or more years of project management experience. The position of Principal Project Manager may include other non-Key Personnel collateral duties as proposed by the Contractor.

SENIOR PROJECT MANAGER - DECOMMISSIONING PLAN (KEY PERSONNEL)

The Senior Project Manager for the Decommissioning Plan must have demonstrated experience in managing the preparation of decommissioning plans, including associated dose modeling, development of derived concentration guideline levels (DCGL), ALARA analyses, and the development of facility radiation surveys including MARSSIM final status survey plans, for licensed NRC facilities that have resulted in the receipt of an approved NRC technical evaluation report. This individual must have demonstrated experience working closely with NRC managerial and technical staff and those of other federal and state regulatory agencies on previous decommissioning plan projects including scoping and technical information meetings and radioactive materials license applications and/or amendments. He or she shall support the public scoping process for the Supplemental Environmental Impact Statement, the development of reasonable Phase 2 decommissioning alternatives, and the preparation of conceptual engineering design reports. He or she must have a minimum of a Bachelor of Science degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience. He or she must have the demonstrated ability to manage and direct large and complex engineering, environmental or consultation projects, and have demonstrated responsibility for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. He or she must have demonstrated the ability to direct and coordinate a variety of professional disciplines to achieve project goals. The position of Senior Project Manager – Decommissioning Plan may include other non-Key Personnel collateral duties as proposed by the Contractor.

SENIOR PROJECT MANAGER - SUPPLEMENTAL ENVIRONMENTAL IMPACT STATEMENT (KEY PERSONNEL)

The Senior Project Manager for the Supplemental Environmental Impact Statement must have demonstrated experience in managing the preparation of an EIS and/or SEIS, including supporting the public scoping and public review processes, the development of reasonable

decommissioning alternatives and experience interpreting the results of a probabilistic performance assessment to evaluate radiological and chemical environmental, human health, and transportation impacts for DOE and NRC facilities with the complexity of those at the WVDP and WNYNSC. This individual must have demonstrated experience working closely with DOE and NRC managerial and technical staff and those of other federal and state regulatory agencies on previous EIS/SEIS projects. He or she must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience. He or she must have the demonstrated ability to manage and direct large and complex engineering, environmental or consultation projects, and have demonstrated responsibility for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. He or she must have demonstrated the ability to direct and coordinate a variety of professional disciplines to achieve project goals. The position of Senior Project Manager – Supplemental Environmental Impact Statement may include other non-Key Personnel collateral duties as proposed by the Contractor.

SENIOR PROJECT MANAGER

The Senior Project Manager must have demonstrated experience in managing the preparation of license applications and permit modifications for DOE, EPA, NRC, and state regulated radioactive waste land disposal facilities. The preparation of documents including conceptual engineering design reports to support the development of EIS or SEIS for DOE and NRC facilities with the complexity of those at the WVDP and WNYNSC. This individual must have demonstrated experience working with DOE and NRC managerial and technical staff and those of other federal and state regulatory agencies on previous EIS/SEIS projects. He or she must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience. He or she must have the demonstrated ability to manage and direct large and complex engineering, environmental or consultation projects, and have demonstrated responsibility for all aspects of project planning and scheduling, cost estimating and monitoring, and quality review. He or she must have demonstrated the ability to direct and coordinate a variety of professional disciplines to achieve project goals.

SUBJECT MATTER EXPERT - DECOMMISSIONING PLAN (KEY PERSONNEL)

The Subject Matter Expert for the Decommissioning Plan must have demonstrated experience in radiological dose modeling to support the development of site specific derived concentration guideline levels (DCGL) for soils and the preparation of ALARA analyses for licensed NRC facilities that have resulted in the receipt of an approved NRC technical evaluation report. This individual must have demonstrated experience working closely with NRC managerial and technical staff and those of other federal and state regulatory agencies on previous decommissioning plan projects including scoping and technical information meetings and radioactive materials license applications and/or amendments. He or she shall support the public scoping process for the Supplemental Environmental Impact Statement, the development of reasonable Phase 2 decommissioning alternatives, and the preparation of conceptual engineering design reports. This individual must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 or more years of dose modeling and ALARA analysis

experience. The position of Subject Matter Expert – Decommissioning Plan may include other non-Key Personnel collateral duties as proposed by the Contractor.

SUBJECT MATTER EXPERT

The Subject Matter Expert must have demonstrated experience developing:

- Engineering design reports to support DOE and NRC radioactive waste tank and land disposal facility closure including estimates of: labor, waste disposal, materials, construction, and excavation costs; radiological and non-radiological environmental releases; personnel injuries, fatalities, and radiation exposure; volumes and classification of radiological and non-radiological waste; and post-closure costs and monitoring requirements
- Evaluation of short- and long-term environmental and human health impacts associated with the closure of DOE and NRC radioactive waste tank and land disposal facilities to meet the requirements of the National Environmental Policy Act (NEPA) including transportation analyses, climate change and erosion analyses
- Radioactive materials license applications, modifications, and/or amendment applications for DOE, EPA, NRC, and state regulated radioactive waste land disposal facilities.

Subject Matter Experts must have demonstrated experience working with the DOE, EPA, and/or NRC managerial and technical staff and of other federal and state regulatory agencies on previous EIS, SEIS, decommissioning, and/or licensing projects. He or she must have a minimum of a Bachelor's Degree in mathematics, engineering, or physical sciences and 10 years or more of project management experience.

SENIOR ENGINEER, SENIOR SCIENTIST, OR SENIOR TECHNICAL SPECIALIST

The Senior Engineer, Senior Scientist, or Senior Technical Specialist provides technical input to project design and implementation and will work collaboratively with subject matter experts and all levels of management to implement technical work scope. He or she must have at least one of the following minimum experience levels as follows: A degree in mathematics, engineering, or physical sciences; a PhD and 5 or more years of relevant experience; a Master's degree and 7 years of relevant experience, or a Bachelor's degree and 10 or more years of relevant experience.

PROJECT ENGINEER, PROJECT SCIENTIST, OR PROJECT TECHNICAL SPECIALIST

The Project Engineer, Project Scientist, or Project Technical Specialist provides technical input to project design and implementation and will work collaboratively with subject matter experts and all levels of management to implement technical work scope. He or she must have at least one of the following minimum experience levels as follows: A degree in mathematics, engineering, or physical sciences; a PhD and 2 or more years of relevant experience; a Master's degree and 3 years of relevant experience, or a Bachelor's degree and 5 or more years of relevant experience.

ENGINEER, SCIENTIST, OR TECHNICAL SPECIALIST

The Engineer, Scientist, or Technical Specialist provides technical input to project design and implementation and will work collaboratively with subject matter experts and all levels of management to implement technical work scope. He or she must have at least one of the following minimum experience levels as follows: A Master's or Bachelor's degree in mathematics, engineering, or physical sciences.

SENIOR TECHNICAL EDITOR

The Senior Technical Editor prepares research and analytical information into technical documents for broad readership. Skills include common business writing skills and preparation of professional documents and presentations to support the consulting assignments. He or she must have at least one of the following minimum experience levels as follows: A PhD and 5 or more years of relevant experience; a Master's degree and 8 years of relevant experience; or a Bachelor's degree and 10 or more years of relevant experience.

TECHNICAL EDITOR

The Technical Editor prepares research and analytical information into technical documents for broad readership. Skills include common business writing skills and preparation of professional documents and presentations to support the consulting assignments. He or she must have a Bachelor's degree and 5 or more years of relevant experience.

RECORDS/DOCUMENT CONTROL SPECIALIST

The Records/Document Control Specialist must have a minimum of an Associate's Degree or a minimum of 5 years in records management and a working knowledge of DOE requirements for management of environmental and project records, preparation of compliance documents as required and in support of DOE operations.

ADMINISTRATIVE ASSISTANT I

The Administrative Assistant I shall have a minimum of 10 or more years of general business experience, excellent communication skills including Microsoft Office proficiency. He or she must be able to prepare, proofread and format complex reports, presentations, and contract/task order documents using standard software, provide document management and control services for project level systems, complete documents, including reproduction, collation and delivery and be able to effectively handle a variety of competing job tasks and use good judgment in handling information.

ADMINISTRATIVE ASSISTANT II

The Administrative Assistant II shall have a minimum of 5 or more years of general business experience, excellent communication skills, Microsoft Office proficiency. He or she must be able

to prepare, proofread and format complex reports, presentations, and contract/task order documents using standard software, provide document management and control services for project level systems, complete documents, including reproduction, collation and delivery and be able to effectively handle a variety of competing job tasks and use good judgment in handling information.

PRODUCTION CLERK

The Production Clerk shall provide layout, production, reproduction and document storage and retrieval services and general clerical support to technical and administrative staff. He or she must have an Associate's degree and 3 or more years of relevant experience.

SECTION J

ATTACHMENT J-2: DELIVERABLES

The table below, Summary of Contract Deliverables, summarizes the specific products the Contractor shall submit to the DOE, the type of action DOE will perform, and the date/timeframe that the Contractor shall submit the product.

Deliverables are considered work scope products, reports or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- **Approve** – The Contractor shall provide the deliverable to DOE for review and approval. Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. For some deliverables DOE has identified the initial deliverable date in order to more efficiently plan the appropriate review cycle. DOE will review the deliverable and provide comments in writing. The Contractor shall respond to all written comments and revise the documents incorporating all DOE comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- **Information** – The Contractor shall provide the deliverable to DOE for information purposes. DOE will have the option of reviewing the information and providing comments. Contractor shall respond to all written comments.

Summary of Contract Deliverables does not include all required deliverables identified in other applicable sections of the contract, DOE directives, federal regulations, or regulatory documents. The Contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the contract.

All deliverables shall be provided to DOE in searchable electronic format (e.g. PDF) in addition to hardcopy. Letters shall be provided to DOE in an editable electronic format (e.g. Microsoft Word). Deliverables shall be provided in editable electronic format when specified or requested.

No.	Deliverable Reference	Deliverable	DOE Action	Deliverable Due Date
1.	Performance Work Statement in Section C	Project Management Plan	Review and Approval	Within 90 days of issuance of the NTP.
2.	Each work scope identified in Section C	Monthly Invoice Package	Review and Approval	An invoice package shall be submitted monthly
3.	Scope of work described in Section C	Quarterly Interim Progress Reports shall include: <ul style="list-style-type: none"> • Current project brief • List of issues being worked • SEIS Contract Progress - will include detailed descriptions of progress on completing the scope of work described in Section C and identification of potential issues requiring further evaluation. SEIS Contract Schedule Status -reporting budget and progress on milestones, and schedules.	Review and Approval	Quarterly
4.	C.03.1.1 through C.03.1.7	Work Plans shall describe: <ul style="list-style-type: none"> • the technical approach for completing the scope of work, • a detailed schedule for completing the work scope, including all required analyses, and draft and final notifications, presentations, chapters, appendices, and documents, a detailed cost estimate for completing the work scope including proposed Contractor staff utilization and billing rates	Review and Approval	Within two weeks of receiving agency notification to prepare a work plan for these work scopes. The Contractor will only begin work on the work scope upon receipt of agency approval of the work plan.
5.	Section C.03.1.1	Phase 2 Decision Making Schedule for the WVDP, WNYNSC, and SDA	Review and Approval	Draft schedule within 30 days of the issuance of the NTP and a final integrated Phase 2 Decision Making Schedule within 30 days of receipt of final comments and

				schedule approval from DOE
6.	Section C.03.1.2	<ul style="list-style-type: none"> • Phase 2 Supplemental Environmental Impact Statement Scoping Activities deliverables include: • the Notice of Intent (NOI) to prepare the Phase 2 SEIS for the WVDP, WNYNSC, and the SDA to submit to the Federal Register, and the State Environmental Notice Bulletin • Meeting materials and transcripts for each of the public meeting minutes. 	Review and Approval	The timeframe for completion is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
7.	Section C.03.1.3	<p>Development of Phase 2 Alternatives deliverables include:</p> <ul style="list-style-type: none"> • a draft report detailing the results of the development of Phase 2 alternatives to be evaluated in the SEIS • a final Phase 2 Alternative report to detail results of this work within 30 days of receipt of final comments from DOE and NYSERDA. 	Review and Approval	The timeframe for completion is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
8.	Section C.03.1.4	Preparation of Conceptual Engineering Design Reports for each of the reasonable alternatives developed in C.03.1.3 that will be evaluated in the SEIS. These reports will also provide estimates of the resources, materials, and environmental releases associated with the implementation of the proposed Phase 2 alternative.	Review and Approval	The timeframe for completion of C.03.1.4 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020. Final Conceptual Engineering Design Reports incorporating DOE and NYSERDA review comments within 30 days of receipt of final comments from DOE and

				NYSERDA.
9.	Section C.03.1.5	Preparation of a Supplemental Environmental Impact Statement deliverables include: <ul style="list-style-type: none"> • a draft SEIS for DOE/NYSERDA review, • responses to DOE/NYSERDA review comments on the draft SEIS, • a draft SEIS for cooperating agency review [NRC, U.S. Environmental Protection Agency (EPA), New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Health (NYSDOH)], • responses to inter-agency review comments on the draft SEIS, • a draft SEIS for public comment period review, • assist DOE/NYSERDA in facilitating two public meetings during the public comment period • responses to public review comments on the draft SEIS, • a draft Final SEIS for DOE and cooperating agency review, • a Final SEIS. 	Review and Approval	The timeframe for completion of C.03.1.5 is to be determined by the contractor and shall allow DOE and NYSEDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
10.	Section C.03.1.6	Preparation of Decommissioning Plan(s) deliverables	Review and Approval	The timeframe for completion of C.03.1.6 is to be determined by

		<p>include:</p> <ul style="list-style-type: none"> • draft Decommissioning Plan(s) for agencies technical review, • responses to DOE and NYSERDA review comments on the draft Decommissioning Plan(s), • draft Decommissioning Plan(s) for NRC acceptance review and technical review, • responses to U.S. Nuclear Regulatory Commission (NRC) Requests for Additional Information (RAI), and • revised Decommissioning Plan(s) incorporating responses to NRC RAIs that results in the receipt of an approved NRC Technical Evaluation Reports (TER(s)), and the equivalent approval documentation for the SDA. 		<p>the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.</p>
11.	Section C.03.1.7	Preparation of Applications for Permitting or Licensing Modifications for the State-licensed Disposal Area	Review and Approval	The work scope and timeframe for completion of C.03.1.7 is to be determined by the contractor and shall allow DOE and NYSERDA to make a Phase 2 decision for the WVDP, WNYNSC, and the SDA by May 12, 2020.
12.	C.03.3	Records Management Plan	Review and Approval	Within 60 days of issuance of the NTP
13.	C.03.3	Records Disposition Plan	Review and Approval	Within 60 days of Contract completion
14.	C.03.6	Citizenship and Credential Requirements	Review and Approval	Within 30 days of issuance of the NTP

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15.	C.03.9	Corporate Cyber Security Plan	Review and Approval	Within 30 days of issuance of the NTP
16.	H.7	Organizational Conflict of Interest Management Plan	Review and Approval	Within 15 days after NTP
17.	H.9	Diversity Program Plan	Review and Approval	Within 60 days after NTP
18.	H.9(c)	Annual Diversity Report	Information	Annually
19.	H.11	Public Affairs - Contractor Releases of Information	Review and Approval	Within 14 days Prior to release
20.	H.13	Worker Safety and Health Program 10 CFR 851	Review and Approval	Prior to the start of work
21.	H.14; FAR 52.216-7	Annual Indirect Billing Rates	Review and Approval	Annually
22.	H.15(b)	Advance Notification of Intent to Award of Major or Critical Subcontracts	Review and Approval	Prior to award/termination of subcontract
23.	H.18	Notification of Intent to Disclose Confidential Information	Review and Approval	As Requested
24.	H.21	Changing of Key Personnel	Review and Approval	Reasonable in advance before removing, replacing or diverting any of the listed Key Personnel
25.	H.25	Quality Assurance Program	Review and Approval	Within 30 days after NTP, and review, at a minimum, annually thereafter

SECTION J

ATTACHMENT J-3: INFORMATION SYSTEM SECURITY PLAN TEMPLATE

(The contractor shall complete Attachment J-3, Information System Security Plan within 30 days from Notice to Proceed. This template shall be replaced via modification upon signed approval of the submittal)

Insert Company Name

Information System Security Plan

*This document is a template and should be completed per guidance provided by the requirements listed in Section 2 below. Areas in italics or **highlighted** must be completed.*

Review and Approvals

REVIEWED BY:

Information System Owner
Typed First/Last Name

Date

EMCBC Information System Security Manager (ISSM)
John Muskoff

Date

WVDP Federal Project Manager
Typed First/Last Name

Date

APPROVED BY:

EMCBC Authorizing Official Designated
Representative (AODR)
Ward E. Best, EMCBC ADIRM

Date

Completion Date: _____

Effective Date: _____

System Security Plan

1. Purpose:

The purpose of the System Security Plan (SSP) is to define system components, operational boundaries, and roles and responsibilities for managing the system.

2. Requirements and Guidance:

- Federal Information Security Management Act (FISMA) 2002
- OMB Circular 130-A, Management of Federal Information Resources
- NIST Special Publication 800-53, Rev 4 – Security and Privacy Controls for Federal Information Systems and Organizations
- DOE Cyber Security Program, DOE O 205.1B
- NIST Special Publication 800-61, Rev 2 – Computer Security Incident Handling Guide
- NIST Special Publication 800-128 – Guide for Security-Focused Configuration Management of Information Systems
- NIST Special Publication 800-18, Rev 1 - Guide for Developing Security Plans for Federal Information Systems
- NIST Special Publication 800-30, Rev 1 - Guide for Conducting Risk Assessments
- NIST Special Publication 800-37 – Guide for Applying Risk Management Framework to Federal Information Systems
- NIST Special Publication 800-100 – Information Security Handbook: A Guide for Managers
- NIST FIPS-199 Standards for Security Categorization of Federal Information and Information Systems

3. Information System Name/Title:

- **ABC Company, Inc.** General Support System (GSS)

4. Information System Type:

- Indicate if the system is a major application or a General Support System. If the system contains minor applications, list them in Section 9. General System Description/Purpose. *(This should be a General Support System comprised of several individual stand-alone systems).*

<input type="checkbox"/>	Major Application	<input type="checkbox"/>	General Support System
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5. Information System Categorization:

- Identify the appropriate system categorization using FIPS 199, Standards for Security Categorization of Federal Information and Information Systems. *(Categorizations below are examples and should be changed as necessary.)*

System Name	Confidentiality	Integrity	Availability	Interconnection
<i>ABC Inc. GSS</i>	<i>Low</i>	<i>Low</i>	<i>Low</i>	<i>None</i>

6. Information System Owner:

- Position with responsibility for the information system. (**Note:** This document should only reflect roles by position, not individual names. Assignment of roles by name is done through an Appointments Memorandum, which can be changed without a formal review process, unlike the SSP.)

7. Authorizing Official:

EMCBC Authorizing Official Designated Representative (AODR):
 Ward E. Best, EMCBC Assistant Director, Information Resource Management (ADIRM)

8. Assignment of Roles and Responsibilities:

- List roles and associated responsibilities (*Contracting Officer’s Representative (COR), Authorizing Official (AO), Information System Security Officer (ISSO), Information System Security Manager (ISSM), Information System Owner (ISO), and other roles as applicable per NIST SP 800-18 Rev 1. This table is only a reference and can be removed or modified as necessary.*)

Title	Assigned To	Responsibilities
Contracting Officer’s Representative (COR)	COR	<ul style="list-style-type: none"> • Agency Project Manager providing direction and guidance to Contractor • Assists COR with regard to contractual matters
DOE Authorizing Official (AO)	AO	<ul style="list-style-type: none"> • DOE official approving system security plans, • Authorizes operation of an information system, • Issues an interim authorization to operate the information system under specific terms and conditions, or • Denies authorization to operate the information system (or if the system is already operational, halts operations) if unacceptable security risks exist.
Information Owner	CIO	<ul style="list-style-type: none"> • Establishes the rules for appropriate use and protection of the subject data/information (rules of behavior),⁷ • Provides input to information system owners regarding the security requirements and security controls for the information system(s) where the information resides, • Decides who has access to the information system and with what types of privileges or access rights, and

		<ul style="list-style-type: none"> Assists in the identification and assessment of the common security controls where the information resides.
Information System Security Manager (ISSM)	CIO	<ul style="list-style-type: none"> Carries out DOE responsibilities for system security planning, Coordinates the development, review, and acceptance of system security plans with information system owners, information system security officers, and the authorizing official, Coordinates the identification, implementation, and assessment of the common security controls, and Possesses professional qualifications, including training and experience, required to develop and review system security plans.
Information System Security Officer (ISSO)	System Administrator	<ul style="list-style-type: none"> Assists the senior agency information security officer in the identification, implementation, and assessment of the common security controls, and Plays an active role in developing and updating the system security plan as well as coordinating with the information system owner any changes to the system and assessing the security impact of those changes.
Contractor Information System Owner (ISO)	CIO	<ul style="list-style-type: none"> Develops the system security plan in coordination with information owners, the system administrator, the information system security officer, the senior agency information security officer, and functional "end users," Maintains the system security plan and ensures that the system is deployed and operated according to the agreed-upon security requirements, Ensures that system users and support personnel receive the requisite security training (e.g., instruction in rules of behavior), Updates the system security plan whenever a significant change occurs, and Assists in the identification, implementation, and assessment of the common security controls.

9. **General System Description/Purpose:**

- Describe the function or purpose of the system and the information processes.

10. System Boundary:

- Provide a general description of the technical system. Include the primary Hardware and Software (*items listed in table are examples only and should be modified as needed*).

The following system categorization is based on FIPS-199.

Hardware	Purpose
Laptop	Compile and create reports
Firewall	Protect systems from external sources

Software	Purpose
Windows 7	Operating System
Microsoft Office	
McAfee	Anti-virus protection
Adobe Acrobat Reader	Read portable document format (.pdf) files
Java	Mobile code for viewing WWW content
Adobe Flash Player	Multi-media Software

- Include a network diagram that illustrates how the stand-alone systems connect to the Internet and share information.

11. System Configuration Management:

- The Center for Internet Security (CIS) has established benchmarks for various operating systems and tools for assessing these benchmarks. The ISSO will establish minimum baseline requirements with respect to the CIS benchmarks and obtain approval from the ISSM. (*CIS is listed as an example, any baseline standard may be used.*)
- System Updates (identify how HW and SW is updated)
- System Back-ups (describe the system and data back-up procedures)

12. System Interconnections/Information Sharing:

- **Interconnections are not authorized.** Describe how information is shared (e.g., via email, CD/DVD, etc.).

13. Minimum Security Controls:

- The following minimum security controls have been selected for the information systems processing work under contract (*insert contract number*). The contractor will perform a self-assessment on these controls and report to the Contracting Officer’s Representative (COR) and the ISSM.
 1. General Policy Control: This document, and any documents associated with or supportive of this document, is reviewed and updated annually.
 2. Access Control:

- a. Separate Account Types
 - i. Standard user accounts will be used for the routine use of the information systems
 - ii. Administrator accounts will be established for performing tasks requiring elevated privileges (e.g., installing and updating third-party software)
- b. Establish a policy for disabling accounts upon termination or transfer of personnel that will ensure data integrity
3. Security Awareness & Training:
 - a. All users will take annual security awareness training
 - b. Training records will be maintained
4. Audit & Accountability – not applicable
5. Security Assessment & Authorization:
 - a. The EMCBC will determine security controls
 - b. The EMCBC will evaluate security controls periodically
 - c. The Plan of Action & Milestones (POA&M) will be established to track issues identified as non-compliant with the SSP
6. Configuration Management:
 - a. Apply CIS benchmark recommendations to obtain a minimal score of 80%
 - b. Software must be approved by the Information System Security Officer (ISSO) prior to installation
7. Contingency Planning:
 - a. Establish a methodology for performing data back-ups
 - b. Annually test or validate data back-ups and validate that back-ups are being performed
8. Identification & Authorization:
 - a. Users have unique accounts (shared accounts are not authorized)
 - b. Passwords must be at least 12 characters and meet complexity requirements in accordance with Microsoft's local group policy (upper case letter, lower case letter, special character and number)
 - c. Passwords must be changed every 180 days
 - d. The last 5 passwords cannot be re-used
 - e. Account will be locked out after 5 consecutive invalid logon attempts. Lock-out duration is 15 minutes and the lock-out timer reset is 2 hours.
9. Incident Response:
 - a. Incidents will be reported to the EMCBC Information System Security Manager (ISSM)
10. System Maintenance:
 - a. Maintenance performed by vendors will be approved by the ISSO
11. Media Protection:
 - a. Media will be marked appropriately based on content
12. Physical & Environmental Protection:
 - a. Laptops shall be accounted for and assigned to individuals
 - b. Conduct annual inventory of all equipment
13. Security Planning:
 - a. Establish Rules of Behavior and ensure all users acknowledge
14. Personnel Security:

- a. Establish personnel sanctions for individuals who violate security policy
 - b. No foreign nationals shall be granted access to the system or information without the express written approval of the AODR
15. Risk Assessment:
- a. Review and verify risk categorization annually
 - b. Re-establish configuration benchmarks annually as prescribed in Item 6, Configuration Management
16. System & Services Acquisition:
- a. Obtain documentation for the information system, system component, or information system service that describes secure configuration, installation, and operation of the system, component, or service
17. System & Communication Protection:
- a. System shall be protected by anti-virus software
 - b. System shall be protected by a software firewall (e.g., Microsoft)
 - c. Ensure most recent software patches and updates are installed on the Operating System
 - d. Ensure most recent version of third-party software is installed (e.g., Adobe Flash, Acrobat Reader, McAfee, etc.)
18. System & Information Integrity:
- a. Shall provide for SPAM protection filtering
 - b. Shall provide for malicious code protection through the use of anti-virus software