

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 214	
2. CONTRACT NUMBER DE-EM0004559		3. SOLICITATION NUMBER DE-SOL-0007016		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09/08/2015
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)		
6. REQUISITION/PURCHASE NUMBER 16EM003248					

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

SOLICITATION

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

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

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

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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR MID-AMERICA CONVERSION SERVICES, LLC Attn: KayLin Loveland 1009 COMMERCE PARK DRIVE, SUITE 100 OAK RIDGE TN 37830	CODE 079930278	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Alan M. Parker Project Manager (MCS)
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15B. TELEPHONE NUMBER AREA CODE 801	NUMBER 557-0053	EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	17. SIGNATURE Alan M. Parker	18. OFFER DATE
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AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$318,811,847.00	21. ACCOUNTING AND APPROPRIATION See schedule
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) See Schedule G	CODE 03002	25. PAYMENT WILL BE MADE BY See Schedule G	CODE 00511
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26. NAME OF CONTRACTING OFFICER (Type or print) Wilmari C. Delgado	27. UNITED STATES OF AMERICA Wilmari C. Delgado (Signature of Contracting Officer)	28. AWARD DATE 9/29/2016
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

PART 1 – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT- ITEMS BEING ACQUIRED

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

B.2 CONTRACT COST, AWARD FEE AND PRICE SCHEDULE

- (a) **CLIN 0001 – Transition Operations Phase – Cost Reimbursable – No Fee** – See Section C, Performance Work Statement (PWS) C.3. The Transition Operations B.2 (Phase is anticipated to be ninety (90) days from the date of the written Notice To Proceed (NTP) of November 3, 2016. No fee will be payable to the Contractor for the Contract TOP.

CLIN	Description of Services	Performance Period	Estimated Cost
0001	Transition Operations Phase	90 days	\$3,426,266
0001	Estimate to Complete 12/22/16		\$1,683,661
		Total	\$5,109,927

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

CLIN	Description of Services	Performance Period	Total Estimated Cost	Total Available Fee	Total Estimated Cost and Fee
0002	Conversion Operations	60 months	\$271,149,799	\$16,687,862	\$287,837,661
0002	REA Escalation	60 Months Mod 0015	\$3,678,795	\$216,851	\$3,895,646
0002	UF4 Feasibility Study	Mod 0020	\$75,988	\$4,483	\$80,471
0002	Hydrogen Generator Part A	Mod 0026	\$697,806	\$41,125	\$738,931
0002	Hydrogen Generator Part B	Mod 0027	\$4,315,219	\$254,307	\$4,569,526

0002	Labor Rate REA	Mod 0029	\$49,618,659	\$1,214,986	\$50,833,645
0002	Additional Staff, Ports Warehouse, FY 17 Fringe	Mod 0036	\$56,503,650	\$3,223,067	\$59,726,717
0002	PCB Sampling	Mod 0051	504,971.00	29,705.00	534,676.00
0002	FFP to CPAF Transfer work 8/1/2018 forward	Mod 0056	9,469,540	1,010,970	10,480,510
0002	Tech Amendment to 10 CFR 851	Mod 0058	365,599.00	21,560.00	387,159.00
0002	Safety Basis	Mod 0064	\$1,097,577.00	\$64,757.00	\$1,162,334.00
0002	Pilot Oxide Shipments	Mod 0067	\$911,382.00	\$53,736.00	\$965,118.00
0002	PORTS Offsite Warehouse	Mod 0068	\$551,919.00	\$32,479.00	\$584,398.00
0002	Total Available Fixed Fee	Mod 0072	NA ¹	400,000.00	400,000.00
0002	HF Sales Reconciliation	Mod 0075	\$5,117,690	-	\$5,117,690
0002	REA Weather Impact	Mod 0082	\$15,912.00	\$936.00	\$16,848.00
0002	REA Dosimetry Services	Mod 0083	\$314,349.00	\$18,496.00	\$332,845.00
0002	REA Cyber Security	Mod 0085	\$2,150,918.00	\$126,444.00	\$2,277,362.00
0002	Plant Mod – HF Condenser PAD (Partial)	Mod 0099	\$1,357,953	\$78,823	\$1,436,776
0002	Plant Mod – HF Condenser PORTS	Mod 0100	\$1,564,798	\$92,070	\$1,656,868
0002	Ports Water Leak Repair dated 3/31/2020	Mod 0102	\$86,176	\$5,070	\$91,246
0002	Ports NDA Cylinder Inspection	Mod 0103	\$366,359	\$21,556	\$387,915
0002	Ports Cylinder CO-Mingling/Relocation	Mod 0105	\$371,857	\$21,879	\$393,736
0002	Paducah Legacy Waste Cleanup	Mod 0106	\$629,609	\$28,923	\$658,532
0002	Portsmouth Laboratory Services	Mod 0107	\$229,180	\$13,484	\$242,664
0002	Oxide Powder Handling and Loadout System Platforms and Heating, Ventilation and Air System Modifications	Mod 0108	\$2,341,504	\$137,883	\$2,479,387
0002	Ports Underground Water leak #2	Mod 0109	\$89,389	\$5,260	\$94,649
0002	PISA Phase I	Mod 0117	\$779,924	\$45,617	\$825,541
0002	PORTS ICS	MOD 0138	\$3,949,714	\$232,393	\$4,182,107
0002	PAD ICS	Mod 148	\$3,111,476	\$183,393	\$3,294,869
0002	Cost Overrun	Mod 0150	\$43,460,300	\$0.00	\$43,460,300
		Totals	\$464,878,012	\$24,268,115	\$489,146,127
	PLANT MODS		Cost	Fee	Total

0002	Plant Mod Awarded Total		\$20,000,000	\$1,180,000	\$21,180,000
0002	Plant Mod – Processing Cylinders in PORTS X- 745-10 Cylinder Yard	Mod 0086	\$153,429	\$9,027	\$162,456
0002	Plant Mod – HFS PAD	Mod 0089	\$1,655,040	\$97,648	\$1,752,688
0002	Plant Mod – HFS PORTS	Mod 0092	\$1,419,824	\$83,539	\$1,503,363
0002	Plant Mod – HFR PAD	Mod 0093	\$1,603,573	\$94,516	\$1,698,089
0002	Plant Mod – HFR PORTS	Mod 0094	\$1,356,787	\$79,831	\$1,436,618
0002	Plant Mod – KOH PAD	Mod 0095	\$3,100,191	\$182,727	\$3,282,918
0002	Plant Mod -CER/CTS Design Improvements		\$66,153	\$3,903	\$70,056
0002	Replacement of Paducah Carbon Steel Service Water Piping		\$318,123	\$18,769	\$336,892
0002	Plant Mod-HF Separator Replacement-PAD		\$946,574	\$55,848	\$1,002,422
0002	Plant Mod-HF Separator Replacement-PORTS		\$794,928	\$46,901	\$841,829
0002	Plant Mod-Bulk Hydrogen Backup-PAD		\$1,280,705	\$75,562	\$1,356,267
0002	Plant Mod-Bulk Hydrogen Backup-PORTS		\$1,308,416	\$77,197	\$1,385,613
0002	Plant Mod-Small Plant Modifications 2017-PAD		\$44,889	\$2,648	\$47,537
0002	Plant Mod-Small Plant Modifications 2017- PORTS		\$17,691	\$1,044	\$18,735
0002	Plant Mod-Small Plant Modifications - LOE-PAD		\$1,000,000	\$59,000	\$1,059,000
0002	Plant Mod-Small Plant Modifications - LOE- PORTS		\$700,000	\$41,300	\$741,300
0002	Plant Mod-Permanent HVAC for Scrubber Room-PORTS		\$147,904	\$8,726	\$156,630
0002	Plant Mod- HF Neutralization -PORTS		\$404,388	\$23,859	\$428,247
0002	Plant Mod - HF Condenser & Separator- PORTS		\$203,210	\$11,989	\$215,199
0002	Plant Mod-DUF4 Study- PORTS		\$11,448	\$675	\$12,123

0002	Plant Mod-H2 Generator-PORTS		\$124,064	\$7,320	\$131,384
0002	Plant Mod – X-745-10 Cylinder Yard Subsidence-PORTS		\$127,076	\$7,497	\$134,573
0002	Plant Mod-KOH PORTS	Mod 0098	\$2,636,676	\$155,137	\$2,791,813
0002	Plant Mod – HF Condenser PAD (Partial)	Mod 0099	\$578,911	\$35,337	\$614,248
	Plant Mod Current Total		\$20,000,000	\$1,180,000	\$21,180,000

1. Mod 0056 fee of 1,410,970 is divided into Mod 0056 portion 1,010,970 and a Fixed Fee portion of \$400,000. See MCS letter DUF6-MCS-18-00676 dated September 26, 2018. Quarterly payment plan for the Fixed Fee follows:

Year	Quarter 1	Quarter 2	Quarter 3	Quarter 4	SUM
FY 2019				123,079	123,079
FY 2020	30,769	30,769	30,769	30,769	123,076
FY 2021	30,769	30,769	30,769	30,769	123,076
FY 2022	30,769				30,769
					400,000

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

CLIN	Description of Services	Performance Period	Unit Price Per Month	Total Firm Fixed Price
0003	Cylinder Management	18 months	\$209,132	\$3,764,376
0003	REA Escalation	18 Months	\$3,328.15	\$59,907
0003	RFP Hunt Valves	Ends October 2017	\$94,907 to be billed after completion scheduled for October 2017	\$94,907
0003	RFP Cylinder Transfer	Feb 2017 through July 2018	2,678.14/cylinder. 157 cylinders through July 2018	\$420,468
Number of cylinders transferred			Through July 2018- 157 cylinders	
Price per cylinder			\$2678.14	
Cost basis \$824,867/308 cyl. = \$2,678.14				
CLIN	Description of Services	Performance Period	Billing	Firm Fixed Price

0003	Labor Rate REA	Feb-Dec 2017	One time billing	\$406,681
	Labor Rate REA	Jan 2018-Jul 2018 (7 months)	Monthly (\$36,971 per month x 7 months)	\$258,797
	CLIN 00003 Total			\$5,005,137.00

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

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

(e) **CLIN 0005 – ORNL Manifold Design Testing- Cost Plus Fixed Fee: See Section C.8.11**

CLIN	Description of Services	Performance Period	Total Estimated Cost	Total Fixed Fee	Total Estimated Cost and Fee
0005	Cylinder Movement, Connection, Surveying and Release	Mod 0053 Approx. 5 Weeks	\$107,641	\$6,997	\$114,638
0005	Cylinder Movement, Connection, Surveying and Release; Placeholder, not authorized to spend.		\$35,362	\$0.00	\$35,362
0005	CLIN 00005 Total				\$150,000

(f) **CLIN 0006 – UF4 Conversion-Cost Plus Award Fee:** See Section C.8.12

CLIN	Description of Services	Performance Period	Total Estimated Cost	Total Available Fee	Total Estimated Cost and Fee
0006	UF4 Design	Mod 0069	\$4,429,271	\$351,872	\$4,781,143
0006	UF4 Change Long Lead Procurements	Mod 0088	\$4,823,284	\$283,792	\$5,107,076
0006	UF4 Inc to 800 MTU	Mod 0096	\$1,752,880	\$103,136	\$1,856,016
0006	UF4 ICS Upgrade	Mod 0096	\$443,779	\$26,111	\$469,890
0006	Phase 1 Design and Engineering and Equipment Purchase	Mod 0138	\$9,344,125	\$549,790	\$9,893,915
0006	REA UF4 Phase 1 Equipment Increases	Mod 0151	\$2,307,834.60	\$0.00	\$2,307,834.60
0006	Change Order UF4 IPR work & 413.3B work	Mod 0153	\$2,500,000 NTE	TBD	\$10,000,000.00
0006	UF4 Phase II Procure, Construct/Install	Mod 0154	\$1,028,183	\$60,496	\$1,088,679
0006	Total:				\$35,504,553.60

(g) **The total estimated value for the Contract is: \$549,915,744.60**

B.3 FEE DETERMINATION AND PAYMENT - CLIN 0002 & 0006

- (a) There is no base fee amount for the term of the Contract. The determination of award fee shall be consistent with the Performance Evaluation and Measurement Plan (PEMP) (Section J, Attachment J-13).
- (b) The PEMP will set forth the evaluation period(s) and the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements, (2) management requirements, and (3) other criteria selected for evaluation. The Contractor may submit a self-evaluation of performance for each evaluation period. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated will be given such consideration as the FDO shall find appropriate.
- (c) The Contracting Officer (CO) will prepare and issue the PEMP not later than 30 calendar days prior to the start of the annual evaluation period(s). The CO may solicit input of the requirements to be set forth in the PEMP for the award fee period. Prior to the beginning of each award fee period, DOE and the Contractor shall discuss the requirements to be set forth in the PEMP for the award fee period. The Government

may unilaterally revise the PEMP prior to the start of any evaluation period. Notification of any changes that impact the criteria upon which the Contractor will be evaluated shall be provided to the Contractor not later than 30 calendar days prior to the start of the period to which the change will apply. After an evaluation period has begun, changes may only be made by mutual agreement of the parties. The PBIs may be a combination of single year and multi-year.

- (d) The amount of earned total annual Award Fee shall be unilaterally determined by the Fee Determining Official (FDO) annually. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the PEMP. Upon the FDO's final determination of the earned award fee for each evaluation period, the Contractor may request the annual Award Fee amount.
- (e) The FDO may authorize payment of fee once performance is complete and evaluated. Any unearned award fee from each annual Award Fee evaluation period will not be eligible to be earned in any future annual Award Fee period(s).

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

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

B.5 OBLIGATION OF FUNDS

- (a) CLIN 0001 is fully funded in the amount of \$5,109,927.00.
- (b) Pursuant to Section I clause entitled FAR 52.232-22 "Limitation of Funds", the total amount of funding allotted in this modification is **\$699,996.72** for CLIN 00002. This modification increases funding allotted for CLIN 00002 from \$449,728,298.90 to **\$450,428,295.60**.
- (c) CLIN 00003 is fully funded in the amount of \$5,005,137.00.
- (d) Pursuant to Section I clause entitled "Limitation of Government's Obligation", the total amount of incremental funding allotted in this modification is \$0.00 for CLIN 00004. This modification increases funding allotted for CLIN 00004 from \$14,092,162.60 to \$14,092,162.60.

- (e) Pursuant to Section I clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted in this modification is \$0.00 for CLIN 00005. This modification increases funding allotted for CLIN 00005 from \$150,000.00 to \$150,000.00.
- (f) Pursuant to Section I clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted in this modification is \$0.00 for CLIN 00006. This modification increases funding allotted for CLIN 00006 from \$31,075,568.92 to \$31,075,568.92.

B.6 RESERVED

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

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

B.8 CONDITIONAL PAYMENT OF FEE

Based on the importance DOE places on the Contractor’s or Contractor employees’ compliance with the terms and conditions of this Contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See Section I clause DEAR 952.223-77 *Conditional Payment of Fee or Profit –Protection of Worker Safety and Health*.

B.9 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in

Section J Attachment entitled, Small Business Subcontracting Plan, consistent with Section H.35, DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN – ALTERNATE 1 (OCT 2014) :

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

B.10 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
 - (1) Section B Clause entitled, *Fee Determination and Payment-CLIN 0002*;
 - (2) Section B Clause entitled, *Conditional Payment of Fee*;
 - (3) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (4) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (5) Section H Clause entitled, *Key Personnel*;
 - (6) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
 - (7) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Certified Cost or Pricing Data – Modifications*;
 - (8) Section I Clause entitled, *FAR 52.215-13, Subcontractor Certified Cost or Pricing Data – Modifications*;
 - (9) Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*;
 - (10) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement Alternate I*; and,
 - (11) Section I Clause entitled, *DEAR 952.223-77 Conditional Payment of Fee or Profit –Protection of Worker Safety and Health*.

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

- (a) This Contract's CLIN 0003 has traditional Federal Acquisition Regulation firm-fixed-prices and Contract terms and conditions, with the exceptions that: CLIN 0003 may be incrementally funded; and if a CLIN is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this Contract. For each CLIN there is:
- 1) a fixed price for the action;
 - 2) a fixed amount of work that corresponds to the firm-fixed-price;
 - 3) a planned funding schedule that corresponds to the firm-fixed-price and the fixed amount of work;
 - 4) no Government obligation to the Contractor until the Government allots funds to the Contract for the action;
 - 5) if the Government incrementally allots funds, both a firm-fixed-price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
 - 6) an obligation that the Government will pay the Contractor for the work the Contractor performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the Contractor actually incurred.
- (b) For each CLIN:
- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral Contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the Contract for the CLIN;
 - 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated firm-fixed-price for each of the firm-fixed-price CLINs included in this Contract:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this Contract would allow, that is, because the maximum Government obligation for a firm-fixed-price CLIN is the allotted funds for the CLIN, the Contractor will receive the

lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this Contract would allow.

- 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the firm-fixed-price of the services the allotted funds cover, equals the total amount allotted to the Contract for the services;
 - 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the firm-fixed-price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
 - 5) the Contractor agrees to provide the fixed amount of work for the firm-fixed-price identified in the Contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the Contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN:
- 1) The firm-fixed-price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during Contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
 - 2) The Contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
 - 3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the CLIN's firm-fixed-price and
 - ii. the Contractor must provide the work the Contract requires for the CLIN.
- (d) The firm-fixed-price for each CLIN is listed in Section B of this Contract.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the firm-fixed-price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 0003, and the work to be performed for the funds allotted.

- 1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.
 - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the Contract's requirements for the CLIN, it must return the amounts that it billed that the Government reimbursed.

- (g) If during the course of this Contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this Contract to that point will be considered a simple firm-fixed-price Contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
 - 1) The Government's and the Contractor's obligations under the Contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both firm-fixed-price and fully funded at time of Contract execution, that is, the Contractor agrees that: it will perform the work of the Contract for that CLIN; and neither the firm-fixed-price for the CLIN nor any other term or condition of the Contract will be affected due to the CLIN's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of Contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of Contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the Contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the Contract for the CLIN
 - A. it (not the Government) will be liable for those excess amounts payable
 - B. it will remain liable for its obligations under every term or condition of the Contract and
 - C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's firm-fixed-price, the Government will pay it the firm-fixed-price for the CLIN and no more.

- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the Contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.
- (h) The Contractor shall notify the CO in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.
 - 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
 - 3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.
 - (i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and:
 - 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the Contract for that CLIN;
 - 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the Contract;
 - 3) if the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the Contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this Contract.
 - (j) Except as required by either other provisions of this Contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral

Contract modifications specifically citing and stated to be an exception to this clause, for either CLIN:

- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this Contract for the CLIN; and
 - 2) The Contractor is not obligated to continue performance under this Contract related to the CLIN or earn amounts payable in excess of the amount allotted to the Contract by the Government until the CO notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral Contract modifications, other than that specified in this clause, or from any person other than the CO, shall affect the amount allotted by the Government to this Contract for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this Contract for a CLIN, whether earned during the course of the Contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral Contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this Contract for convenience or default.

PART 1 – THE SCHEDULE

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 OBJECTIVE

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

The activities within the scope of this PWS include:

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

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

C.2 BACKGROUND

C.2.1 Storage and Disposition of Depleted Uranium

C.2.1.1 DOE has the programmatic responsibility for the Government's DUF6 inventory as the successor of the Atomic Energy Commission and the Energy Research and Development Administration. The chemical and physical characteristics of DUF6 pose potential health risks, and the material must be handled accordingly.

C.2.1.2 Since the 1950s, DUF6 has been stored at Oak Ridge TN, Paducah KY, and Portsmouth OH in large steel cylinders. Cylinders formerly at Oak Ridge have

been relocated to Portsmouth, where storage continues along with storage at Paducah. Most cylinders have a 12-metric-ton capacity and are 12 ft. long by 48 inches in diameter, with a steel wall thickness of 5/16 in. Similar but smaller cylinders are also in use, and at Paducah there are several 19-ton (CV19) cylinders made of former UF6 gaseous diffusion conversion shells. During storage, a cylinder contains predominantly DUF6 in solid phase contact with DUF6 vapor at less than atmospheric pressure. The DUF6 cylinders managed by DOE at the two sites are typically stacked two cylinders high in the cylinder storage yards.

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

C.2.2 Site Information

The Paducah Gaseous Diffusion Plant is located in western McCracken County, 15 miles west of Paducah, Kentucky, between U.S. Highway 60 and the Ohio River and consists of approximately 115 buildings and structures. A single rail system serves the site with a spur that accesses both the oxide and AqHF load-out areas. Facilities utilized for the gaseous diffusion enrichment operations have been placed in stand-by, or are undergoing the process of deactivation and dismantlement (D&D). The Portsmouth Gaseous Diffusion Plant is located 23 miles north of Portsmouth near Piketon, Ohio, on U.S. Highway 23. A single rail system serves the site. Facilities required for the gaseous diffusion operations have been placed in stand-by, or are undergoing the process of D&D. Contractor management and project support activities are also located at Lexington, KY near the DOE Portsmouth Paducah Project Office (PPPO).

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

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

and other contractors or tenants at Lexington, and at the Portsmouth and Paducah sites;

- C.3.4.2 Identification of all transition issues and milestones, including transition of the cylinder S&M responsibilities;
- C.3.4.3 Identification of a Contractor transition team (inclusive of consultants and teaming partners);
- C.3.4.4 Identification and transfer as appropriate of work and planning packages (direct and indirect) and budgets for Incumbent Contractor's subcontractors;
- C.3.4.5 Implementation of human resource management consistent with Workforce Transition and Contractor Human Resources Management requirements as described in Section H, Clauses H.3 through H.11 including:
 - (a) Expected workforce composition and any immediate or anticipated workforce restructuring;
 - (b) Identification of any existing issues under the National Labor Relations Act (NLRA) and its plan for engaging with any labor representatives;
 - (c) A schedule for preparation and submission of any bargaining parameters requests;
 - (d) Identification of any prevailing wage requirements, including any requirements under Section 4(c) of the Service Contract Labor Standards statute as well as any NLRA requirements with respect to determination of wages and benefits;
 - (e) Description of processes for handling labor standards determinations for work packages;
 - (f) Define any obligations with respect to pension and post-retirement benefit plans;
 - (g) A plan for identification and resolution of any legal issues regarding any of the above, including the Contractor's plan for engaging outside counsel as needed; and
 - (h) A plan for communicating and engaging with DOE on these matters.
- C.3.4.6 Implementation of existing or proposed management and operating systems (e.g., project management, Integrated Safety Management, operating procedures, electronic data processing, budget and planning, accounting, purchasing, compensation, labor/payroll, indirect and direct costs, property management, billing and estimating);
- C.3.4.7 Assumption of all Environmental, Safety and Health (ES&H) responsibilities, functions, and activities;
- C.3.4.8 Development of all interface control documents;
- C.3.4.9 Assumption of permits, applications, licenses, and other regulatory documents (see Attachment J-3);

- C.3.4.10 Performance of physical walk-downs of the facilities and equipment with the Incumbent Contractor;
- C.3.4.11 Review of as-built drawings and technical specifications with the Incumbent Contractor; review all open issues in the Issues Management System (see C.6.10.3) with the Incumbent Contractor; and review all Plant Systems and their operations, all open and planned equipment modifications, and all work and planning packages with the Incumbent Contractor, including management from Operations, Maintenance, and Engineering;
- C.3.4.12 Assumption of Authorization Basis documents and Documented Safety Analysis process;
- C.3.4.13 Development of a schedule and milestones for finalization of required deliverables as described in Attachment J-8 List of Deliverables.
- C.3.4.14 Development of written programs, policies, procedures, and plans associated with facility operations, including cylinder S&M. Documents developed by the Incumbent Contractor will be made available to the Contractor, which the Contractor is encouraged to evaluate and revise for its use.
- C.3.4.15 Within 60 days of NTP, the Contractor shall review the existing **Cylinder Surveillance and Maintenance Plan (see Attachment J-8, List of Deliverables)** and revise this Plan, if necessary, to effectively integrate cylinder S&M with conversion facility operations and cylinder yard activities. Any revisions shall be submitted to the CO for approval, and must be approved by the CO prior to the Contractor's performing cylinder S&M after the Transition Operations Phase.
- C.3.4.16 Within 60 days of NTP, the Contractor shall review the existing **Conversion Facilities Operations and Maintenance Plan (see Attachment J-8, List of Deliverables)**, and revise this Plan if necessary. This summary Plan shall address activities including conversion operations, cylinder sequencing, staffing, staff training, shift operations including facility maintenance, and development of procedures and policies for equipment inspection and maintenance, and parts replacement and spares. Any revisions shall be submitted to the CO for approval, and must be approved by the CO prior to implementation..

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

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

C.3.5 The Contractor shall:

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

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

C.4 CONVERSION OPERATIONS

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

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

(WBS elements PA/PO1000)

C.4.2 The Contractor shall safely process DUF6 cylinders identified in the Cylinder Information Database (CID). The Contractor shall only process lower assay cylinders with less than or equal to 0.2504% uranium-235. Cylinders greater than 0.2504% uranium-235 shall only be processed upon approval of the CO, based upon the

approved **Conversion Facilities Operations and Maintenance Plan (see Attachment J-8, List of Deliverables)**. (WBS elements PA/PO1000)

- C.4.3 The Contractor shall safely process and disposition DUF6 cylinders according to C.4.2 above, irrespective of size, shape, or condition. The Contractor shall process both good and degraded cylinders in a systematic manner and shall not arbitrarily set aside degraded cylinders. Cylinders which are corroded, dented, breached, or otherwise present a greater hazard in storage shall not be excluded from conversion operations and must be converted according to the approved **Conversion Facilities Operations and Maintenance Plan (see Attachment J-8, List of Deliverables)** per C.4.2. An annual schedule for processing good and degraded cylinders shall be submitted to the CO for review/approval by October 1 of each Fiscal Year and at the conclusion of the TOP. (WBS element PA/PO1000)
- C.4.4 The Contractor shall operate and maintain the conversion facilities in accordance with DOE Order 422.1 “Conduct of Operations,” requirements of the Section I clause entitled “DEAR 970.5204-2 Laws, Regulations, and DOE Directives”; and applicable permits and licenses to convert DUF6 inventory to the chemically stable form. (WBS elements PA/PO1000, 1300)
- C.4.5 The Contractor shall be responsible for any pre-conversion confirmation of cylinder contents and conditions necessary to establish that the DUF6 feed to the conversion facility will meet the design basis criteria for DUF6 feed as defined in the System Requirements Document. The Contractor also shall be responsible for any characterizations necessary to support applications for and approvals of required operating permits; to ensure subsequent compliance with environmental regulations and the requirements of these permits; to demonstrate compliance with occupational health and safety ordinances; and to quantify, classify, and certify co-products, wastes, effluents, and emissions from the conversion facility. (WBS elements PA/PO1000)
- C.4.6 The Contractor shall be responsible for the safe, compliant storage of the cylinders and products/wastes until these cylinders, co-products, or wastes are transported off-site and dispositioned (either by acceptance for disposal by a licensed waste disposal site or transfer of title to another entity for use/reuse). The Contractor shall provide the capability to safely store the empty cylinders and products/wastes generated from conversion. AqHF must be continually dispositioned. The method of storage of each of these materials shall be considered in the NEPA and safety analyses. The Contractor shall store radiological waste materials in accordance with DOE Order 435.1 “Radioactive Waste Management” as required by the Section I clause entitled “DEAR 970.5204-2 Laws, Regulations, and DOE Directives.” Storage and packaging of reactive products must conform, as appropriate, to federal, state, and local regulations for chemical hazards. (WBS elements PA/PO1000)
- C.4.7 The Contractor shall retrieve cylinders from the yards and transport them to the conversion facility, per the requirements of Section C.7, Cylinder Management. (WBS elements PA/PO1000 – non-labor only)

- C.4.8 The Contractor shall be responsible for the sale of AqHF product as a sales agent for the Government, according to the requirements of Section H.1, Sales of Conversion Products and Excess Uranium Inventory. The Contractor shall not engage in the sale of other conversion products unless directed by the CO. (WBS elements PA/PO2200)
- C.4.9 All waste shall be processed, packaged, and certified to meet the waste acceptance criteria (WAC) at the federal disposal facility or at another licensed low-level waste (LLW) repository. If the federal disposal facility is chosen by the Department for all or a portion of the material, the Contractor shall transport the material to that site and transfer the material, certified for disposal, to the operating contractor of the federal disposal facility. If another licensed LLW repository is chosen for all or a portion of the material, the Contractor shall be responsible for disposition actions. Disposal of wastes shall be performed in accordance with applicable local, state, and federal regulations. (WBS elements PA/PO2200)
- C.4.10 Transuranic (TRU) wastes (as defined in DOE Order 435.1) are not anticipated to be generated from conversion operations; however, TRU wastes may be found in the remaining, non-volatile heels of some emptied cylinders. The existence of residual TRU wastes in empty cylinders does not preclude their refilling with UO_x, so long as the filled cylinders meet all requirements for transportation and disposition. Damaged or otherwise unsuitable cylinders shall not be filled with UO_x. A nearly empty cylinder with a TRU heel may result in an overall TRU concentration of greater than 100 nCi/g, which may need to be treated as TRU waste as defined by DOE O 435.1. (WBS elements PA/PO1000)
- C.4.11 As-built drawings of all DUF6 project facilities shall be maintained current throughout the term of this Contract. Status of the as-built drawings shall be annually sent to the CO by October 1 of each Fiscal Year (**see Attachment J-8, List of Deliverables**). (WBS elements PA/PO3000)
- C.4.12 The Contractor shall carry out all maintenance activities for DUF6 conversion facilities, cylinder yards and associated equipment in accordance with applicable DOE Orders, including 433.1 “Maintenance Management Program for DOE Nuclear Facilities”, on the DUF6 conversion facility, equipment, support systems, designated railroads, and vehicles. The maintenance work scope shall include periodic evaluation and revision to the controlling surveillance and maintenance plans, descriptions, and procedures. The Contractor shall manage and provide the surveillance and maintenance services required to maintain reliability and availability of the DUF6 conversion facilities, equipment and systems, and cylinder yards (including maintenance of the cylinders themselves). The Contractor shall schedule planned outages and manage all outages so as to maximize safety, efficiency and cost effectiveness while minimizing down time. (WBS elements PA/PO1000, 1300)
- C.4.13 The Contractor shall provide all necessary non-labor items and services needed to execute the cylinder management activities in Section C.7. Such items and services may include, but are not limited to equipment, supplies, materials and subcontracts. (WBS elements PA/PO1000)

C.5 PLANT MODIFICATIONS

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

C.5.1 Hydrogen Generation PRISM Systems- Change Order issued under modification 0018, CLIN 0002

The Contractor shall perform all activities (e.g., design, procurement, safety reviews/analysis, construction, testing) necessary to complete installation, commissioning and operation (including maintenance) of the new hydrogen generation PRISM systems (GFSI), currently located at the DUF6 Portsmouth and Paducah facilities. The new hydrogen generation PRISM systems will replace the existing H2GEN hydrogen generators and will provide hydrogen gas necessary for DUF6 conversion operations at both Portsmouth and Paducah facilities. The Contractor shall ensure that the design and installation of the new hydrogen generation PRISM systems allows for continued (dual) use of either the original H2GEN hydrogen generators or new PRISM systems. Additionally, the Contractor shall ensure that the design and installation of the new hydrogen generation PRISM systems includes a hook-up/connection for a hydrogen tube truck(s) and/or cryogenic hydrogen supply systems to supplement or replace the PRISM system. The Contractor shall submit 30/60/90 design packages, a certified for construction package and start-up and testing/commissioning plans for the new PRISM hydrogen systems for each facility. The Contractor shall complete all field work, complete testing and commissioning activities, and place the new hydrogen generation PRISM systems into service no later than , February 18, 2018. The Contractor shall ensure that all work activities and operation of the new hydrogen generation PRISM systems do not invalidate that manufacturer's warranty and shall maximize the extent and duration of the manufacturer's warranty to the extent practicable. The Contractor shall maintain the H2GEN hydrogen generators to provide back-up hydrogen generation capability while cost effective to do so. DOE concurrence is required prior to suspending maintenance of the H2GEN hydrogen generators.

All costs associated with this particular portion of the statement of work will be segregated.

C.6 PROJECT SUPPORT

Upon receiving a written NTP from the CO, the Contractor shall ensure effective performance of activities necessary to safely operate the conversion facilities and carry out the cylinder

management activities. The following paragraphs of this Section define the Department's requirements to manage the conversion operations as a DOE project, and in accordance with all applicable DOE programmatic requirements (e.g., safety, regulatory compliance, security, quality assurance, records management). For the interface with other DOE site contractors see Section J, Attachment J-4 "DUF6 Services & Contract Interface Requirements Matrix."

C.6.1 Project Management (WBS element LX1000)

- C.6.1.1 The Contractor shall prepare and submit for DOE approval the **Project Management Plan (see Attachment J-8, List of Deliverables)** that describes the Contractor's project management system. The Contractor shall execute the Plan upon DOE approval. The Plan shall address the contractor's approach to performance measurement, work control and reporting, consistent with Section H.54 "Integrated Contractor Work Control Systems and Reporting Requirements (July 2012).
- C.6.1.2 The Contractor shall assist in the performance of all applicable project reviews that may include, but are not limited to, Independent Project Reviews (IPRs); quarterly project reviews; safety, security, and quality assurance assessments; and periodic reviews of project performance.

C.6.2 Waste Management

- C.6.2.1 The Contractor is responsible for and shall perform activities related to waste management, which include waste generation, packaging and transportation (per requirements in DOE O 460.1C and DOE O 460.2A), storage, treatment, sampling and analysis, waste minimization, waste certification, and disposal associated with DUF6 processing and related operations. Within 60 days of NTP, the Contractor shall review, revise as necessary and submit any revisions for CO approval the **Waste Management Plan (see Attachment J-8, List of Deliverables)**. This Plan shall be implemented upon assumption of full responsibility for conversion facility operations. This Plan shall describe how each identified waste is generated and how it is to be managed from the point of generation to disposal. The Plan shall include the quantities, methods, and timetables for the management of each waste stream. The Contractor shall revise the Plan as needed, whenever changes are made that affect waste management. Changes to the Plan shall be subject to CO approval. The Contractor shall notify the CO if no revisions to the Plan are needed. (WBS elements PA/PO2200)
- C.6.2.2 The DOE is responsible for ensuring that a waste disposition pathway exists for radioactive waste and/or the radiological component of any mixed wastes. Disposition pathways may include a DOE-owned and operated site or a privately-owned and operated site. The Contractor shall assist the DOE in identifying disposition pathways and in preparing documentation necessary to demonstrate each waste stream's compliance with the receiver site's waste

acceptance criteria (WAC). The Contractor shall also assist DOE with preparation of additional documentation (e.g., certification program descriptions, briefing slides, etc. for interactions with DOE and/or U.S. Environmental Protection Agency (EPA) officials, state governments, members of the public, and/or representatives from the candidate waste disposal sites.) (WBS elements PA/PO2200)

C.6.2.3 Waste Disposition Requirements

The Contractor shall store, characterize, process, package, transport, and dispose of waste in accordance with applicable laws, regulations, and DOE directives referenced herein. The types of waste include, but are not limited to: low-level waste (LLW), mixed low-level waste (MLLW), industrial waste, sanitary waste, and hazardous waste. Waste is considered disposed of when it has been shipped to, and accepted for final disposition at, a properly licensed and permitted disposal site. The Contractor shall avoid generating waste with no pathway for disposal.

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

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

11. Ship the waste from the conversion facility to the proposed waste disposal site.
12. Safely and compliantly store waste that is awaiting disposal.

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

For hazardous and industrial waste, the contractor shall:

1. Prepare waste profiles as required and obtain disposal site approval.
2. Obtain final waste form certification from disposal sites.
3. Prepare all required procedures, work plans, etc., for processing hazardous and industrial waste.
4. Process and treat the waste as required to meet disposal site WAC and RCRA LDR, as applicable.
5. Procure disposal site approved disposal containers for the hazardous and industrial waste.
6. Coordinate with the disposal sites and be the shipper of record for hazardous and industrial waste being shipped to disposal sites.
7. Prepare the hazardous and industrial waste for transport to the disposal facility.
8. Safely and compliantly store hazardous and industrial waste that is awaiting disposal.
9. Load and ship hazardous and industrial waste for disposal. (WBS elements PA/PO2200, 3000)

C.6.2.4 Waste Interfaces

The Contractor shall maintain liaison with the following:

1. DOE and contractors at federal and/or commercial LLW/MLLW disposal facilities. Activities include:
 - a. Implementation of DOE Order 435.1.
 - b. Maintenance of the DUF6 project Waste Certification Program.
 - c. Development of waste disposal profiles for LLW and MLLW.
 - d. Characterization and certification of LLW and MLLW.
 - e. Shipment and disposal of LLW and MLLW.

- f. Support with preparation of documentation for meetings with DOE and US EPA officials, State governments, members of the public, and/or representatives from the waste disposal sites.
2. Other DOE sites. Activities include:
 - a. Consultation support for other DOE waste generators to ensure proper waste preparation and demonstration activities.
 - b. Integration activities as necessary for transfer of waste, samples, etc. to or from other sites.
 - c. DOE Office of Disposal Operations integration activities, e.g., annual waste forecasts, bi-weekly LLW/MLLW conference calls, and lessons learned.
 - d. DOE's Office of Health, Safety and Security, and the Office of Disposal Operations regarding the preparation of commercial exemptions, as appropriate, in accordance with DOE Order 435.1 and implementing documents.
(WBS elements PA/PO2200)

C.6.2.5 Waste Disposition Alternatives

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

C.6.3 Conversion Product Management

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

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

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

The Contractor shall establish and implement an Environmental Radiological Protection Program (ERPP) (see Attachment J-8, List of Deliverables) to protect the public and environment against undue risk from radiation associated with its radiological activities. The program shall meet the requirements of DOE O 458.1, “Radiation Protection of the Public and the Environment,” and ensure specified public dose limits are not exceeded. The Contractor shall submit the ERPP to the CO for review and approval within 60 days of NTP. In addition, if significant changes are proposed to the ERPP, the Contractor shall submit the proposed changes to the CO for review and approval at least 90 days prior to implementing the changes. Following initial approval of the ERPP, the Contractor shall update the ERPP on an annual basis and as otherwise needed, and submit any updates for CO approval.

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

C.6.5.1 The Contractor shall be responsible for preparation of additional NEPA documentation required to complete the scope of work. The Contractor shall advise DOE of the requirement to prepare additional NEPA documentation, shall provide DOE with draft NEPA documentation for review and comment, and shall incorporate DOE comments in the final NEPA document. The Contractor shall reproduce and distribute the appropriate number of final NEPA documents, as requested by the DOE. NEPA documents shall be prepared in accordance with 40 CFR 1500-1508, the Department’s implementing regulations for NEPA found at 10 CFR 1021, and DOE O 451.1B “National Environmental Policy Act Compliance Program.”

C.6.5.2 The Contractor shall support the NEPA compliance activities of the DOE. The support will include, as examples, responding to questions from the NEPA compliance team, upon DOE request sending one or more subject matter experts to support the DOE at public meetings, and providing updated data to the NEPA team at specified intervals. The NEPA team may include federal personnel as well as non-federal personnel affiliated with contract vehicles separate from this Contract.

C.6. Regulatory Management (WBS element LX1300; PA/PO3000)

- C.6.6.1 The Contractor shall be responsible for permits, applications, licenses, and other regulatory documents required by the Contract (See Section H and Section I). The Contractor shall review, revise as necessary, and submit revisions for CO approval, the **Regulatory and Permitting Management Plan (see Attachment J-8, List of Deliverables)**. The Contractor shall execute revisions to the Plan upon CO approval. The Contractor shall notify the CO if no revisions to the Plan are needed. This Plan shall describe the strategy for ensuring that the conversion facilities are operated in accordance with applicable requirements as required by the Section I clause entitled “DEAR 970.5204-2 Laws, Regulations, and DOE Directives.” The Plan shall include a schedule of regulatory and permitting actions. The schedule shall identify major milestones and critical actions necessary to ensure that licenses and permits have been obtained. The Contractor shall review the Plan annually, revise as necessary, and submit revisions to DOE for approval prior to implementation.
- C.6.6.2 The Contractor shall incorporate the following requirements, at a minimum in the **Regulatory and Permitting Management Plan (see Attachment J-8, List of Deliverables)** and shall comply with the requirements and all amendments:
- C.6.6.2.1 The agreement, dated February 24, 1998, entitled “Ohio EPA Director’s Final Findings and Orders” (DFF&O) as amended on June 24, 2005, February 21, 2008, March 28, 2011 and October 1, 2013, January 31, 2017 and December 21, 2017 (See Section J, Attachment J-3).
- C.6.6.2.2 The letter, “To William Murphie, PPPO, from Margaret M. Guerriero, Director, Waste, Pesticides and Toxics, US EPA, TSCA Approval for Storage for Disposal of PCB Bulk Product (Mixed) Waste (paint with 50 ppm or greater PCBs on cylinders containing radioactive material) U.S. DOE Portsmouth Gaseous Diffusion Plant, Portsmouth, OH, June 1, 2005” (See Section J, Attachment J-3).
- C.6.6.2.3 The Commonwealth of Kentucky Natural Resources and Environmental Protection Cabinet Agreed Order, October 3, 2003. (See Section J, Attachment J-3.)
- C.6.6.3 At the request of DOE, the Contractor shall negotiate in good faith and become a party and signatory to such future regulatory agreements or orders, as DOE may deem appropriate for the work performed pursuant to this Contract.

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

- C.6.7.1 Protection of workers, the public, and the environment are fundamental responsibilities of the Contractor and a critically important performance expectation. The Contractor's ES&H program shall be operated as an integral and visible part of how the organization conducts business. A key element will be to implement DOE Policy 450.4A, "Integrated Safety Management Policy," which includes prioritizing work planning and execution, establishing clear ES&H priorities, and allocating the appropriate level of trained and qualified resources to address programmatic and operational considerations. The Contractor shall ensure that cost reduction and efficiency efforts are fully compatible with ES&H performance.
- C.6.7.2 The Contractor shall, within 60 days of NTP, review, revise as necessary, submit any revisions for CO approval, and (once approved) execute the approved **Integrated Safety Management System (ISMS) Plan (see Attachment J-8, List of Deliverables)**. The Contractor shall provide updates to this Plan, as needed, and submit to the CO for approval. The Contractor shall notify the CO if no revisions to the Plan are needed. The Plan shall be prepared in accordance with the Section I clause entitled "DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution." Documentation of the Plan shall describe how the Contractor will (1) define the scope of work; (2) identify and analyze hazards associated with the work; (3) develop and implement hazard controls; (4) perform work within controls; and (5) provide feedback on the adequacy of controls and continue to improve safety management. The Contractor shall manage and perform work in accordance with this Plan.
- C.6.7.3 The Contractor shall perform activities in compliance with applicable health, safety, and environmental laws, orders, regulations, and national consensus standards; and governing agreements, permits, and orders executed with regulatory and oversight government organizations. The Contractor shall take necessary actions to preclude serious injuries and/or fatalities, keep worker exposures and environmental releases as low as reasonably achievable below established limits, minimize the generation of waste, and maintain or increase protection to the environment, the public, and worker safety and health.
- C.6.7.4 Incorporating integrated line management, the Contractor shall put in place a system that clearly communicates the roles, responsibilities, and authorities of line managers. The Contractor shall hold line managers individually accountable for implementing necessary controls for safe performance of work in their respective areas of responsibility. The Contractor shall establish effective management systems to identify deficiencies, resolve them in a timely manner, ensure that corrective actions are implemented (addressing the extent of conditions, root causes, and measures to prevent recurrence), and prioritize and track commitments and actions. The Contractor shall evaluate

ES&H performance in selection of its subcontractors and incorporate ES&H requirements into subcontracts.

- C.6.7.5 The Contractor shall review, revise as necessary, submit any revisions for CO approval, and (once approved) execute the approved **Worker Safety and Health Program (WSHP) (see Attachment J-8, List of Deliverables)** compliant with requirements appearing in 10 CFR 851. The Contractor shall notify the CO if no revisions to the Plan are needed. The Contractor shall ensure that its WSHP addresses and encompasses all of the work to be performed under this Contract. The WSHP shall also be applicable to the Contractor's subcontractors performing work. The Contractor shall ensure that all subcontractors performing work comply with the WSHP. Annually, the Contractor shall submit either an updated WSHP to the CO for approval or a letter stating that no changes are necessary in the currently approved WSHP.
- C.6.7.6 The Contractor shall report occupational safety & health information as required in Attachment 3 to DOE O 231.1B, Environment, Safety and Health Reporting, including but not limited to, electronic submission of injury and illness reports using the Computerized Accident/Incident Reporting System (CAIRS).
- C.6.7.7 During the Transition Operations Phase, the Contractor shall review and adopt the existing **Documented Safety Analyses (DSAs) and Technical Safety Requirements (TSRs) (see Attachment J-8, List of Deliverables)**. The Contractor shall operate the facilities in accordance with the DOE approved DSAs and TSRs. The Contractor shall provide annual updates to these documents as required by 10 CFR 830.204 and 205. The DSA updates for the Portsmouth and Paducah sites shall evaluate hazards, including nuclear, chemical, and natural phenomena hazards, and shall assess the impact of these events on the safe operation of the conversion facilities.
- C.6.7.8 Safety-Significant Systems, Structures, and Components (SS SSCs) shall comply with appropriate codes and standards identified in DOE Guide 420.1, March 2000. The following components have been identified as safety-significant based on the hazard analyses and are documented in the current DSAs. Refer to the latest DOE approved DSAs for Portsmouth and Paducah.
- Autoclave containment boundary
 - Autoclave isolation valves
 - DUF6 piping pressure boundary
 - UF6/ UO₂F₂ detectors
 - Hydrogen detectors
 - Conversion Building hydrogen isolation valve
 - Hydrogen piping pressure boundary
 - HF receiver tanks

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

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

C.6.8.1 The Contractor shall perform S&S functions for the DOE DUF6 Conversion Project at the Portsmouth & Paducah Sites in accordance with applicable Federal Laws, Executive Orders, Departmental Directives (Section J, Attachment J-1, List A and Attachment J- 2, List B). The Contractor shall coordinate with the appropriate Portsmouth or Paducah Officially Designated Security Authority (ODSA), which is currently responsible for administering the S&S Program for all DOE personnel, prime contractors and others having official business on the respective Sites. The PPPO Manager is the Officially Designated Federal Security Authority (ODFSA) for both sites. The Portsmouth and Paducah ODSAs provide programmatic security for the Nuclear Materials. The ODSAs at Portsmouth and Paducah are responsible for evaluating the DUF6 Conversion Project portions of the respective Site Security Plans (SSP) and incorporating information into the SSP.

The Contractor shall develop, document, implement, and submit the following two deliverables to the applicable ODSA annually (schedule to be determined by the ODSA): 1.) The Paducah DUF6 Conversion Project Operational section of the site-wide Site Security Plan (SSP) (see Attachment J-8, List of Deliverables) and 2.) The Portsmouth DUF6 Conversion Projects Operational section of the site-wide SSP (see Attachment J-8, List of Deliverables). Delivery of the DUF6 Project Section of the SSPs to the ODSA shall satisfy the Contractors SSP Deliverable requirements, approval of the consolidated site-

wide SSP by the ODFSA shall constitute ODFSA approval of the Contractors DUF6 Project S&S Program activities.

Additionally, the Contractor shall compile and deliver to the respective ODSA Security and Emergency Management Performance Metrics (see attachment J-8, List of Deliverables).

The Contractor shall conduct S&S activities, as approved by the ODFSA, to ensure that the assumptions and approved operating conditions are necessary and sufficient to protect national security and property assets, as well as the public, DOE employees, and Contractor employees at both sites from malevolent actions by adversaries. The Contractor shall coordinate with the appropriate ODSA to prepare, revise and execute the DUF6 Conversion Project Operational portion of the SSP for the Portsmouth and Paducah Sites. The Contractor shall prepare timely updates to the DUF6 portion of the SSPs, as required, and shall provide the updates to the ODSA. The DUF6 portion of the SSPs shall at a minimum be updated/reviewed annually and/or when significant changes occur and shall ensure applicable DOE S&S requirements specific to the DUF6 Project are covered adequately. The Contractor's portion of the SSP shall at a minimum include the methodology for the physical protection of DUF6 Project Conversion Facilities, Information Security, MC&A, and Personnel Security. The DUF6 Project sections shall detail strategies utilized by Paducah and Portsmouth for the protection of DOE assets, and any DOE O 470.3 Design Basis Threat targets at the DUF6 Project site, but should not duplicate other sections of the sites SSP.

The SSP is the approved method for conducting security operations at a facility or site. The respective portion of the SSP must reflect security operations at the Portsmouth and Paducah DUF6 Conversion Projects at all times, and must describe in detail either in its content or in combination with other explicitly referenced documents all aspects of S&S operations occurring at the location and must include documentation of any deviation from national or DOE requirements.

The contractor must maintain a compliant Information Security program in accordance with DOE orders and CFRs. This program includes Export Controlled Information and Unclassified Controlled Nuclear Information and should be included in the SSP section. The SSP section shall be coordinated with other onsite activities, including Emergency Management (DOE O 151 D, *Comprehensive Emergency Management System*). The ODFSA through the respective site ODSA shall approve the SSP and any updates thereafter.

The Contractor will conduct self-assessments of the DUF6 Security programs relevant to and consistent with this contract scope and DOE O 470.4B, Safeguards and Security Program. The Contractor will provide these **DUF6 Security Related Self-Assessments** (see Attachment J-8, List of Deliverables) and any resulting corrective action plans annually to the respective site ODSA for inclusion in the Annual Comprehensive Site Assessment Report (ACSAR) that is submitted to the ODFSA. The submission shall be at a time agreed upon by both the Contractor and the ODSA to insure timely submittal of the ACSAR.

C.6.8.2 Access Authorizations. The scope of the DUF6 Conversion Project operations may require a limited number of individuals to have access authorizations at both the Portsmouth and Paducah sites. These access authorizations will require the Contractor to have a Non-Possessing Facility Clearance (FCL) at the L level for access up to Secret National Security Information (NSI). The FCL must be in place prior to Contract award. Following the favorable approval of a FCL, the Contractor shall appoint a (local to each site) Facility Security Officer (FSO), who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance level. Key Personnel, who will be determined on a case-by-case basis and defined in the proposal, shall possess or be in the process of obtaining active DOE clearance at the "L" level.

Contractor Information Technology (IT) and Cyber Security (CS) personnel holding incident response and contingency planning roles associated with the operation of DOE information systems, or who require threat intelligence on a regular basis to execute their responsibilities, shall possess or be in the process for obtaining an active DOE clearance at the "L" level. These personnel holding the aforementioned responsibilities are not all inclusive and should be kept at an operational minimum. Full clearance justification is required and DOE approval necessary prior to clearance paperwork being submitted for Government processing.

The Contractor management shall determine based on a "need to know" basis those contractor personnel requiring access authorizations for access to the respective sites LAs and/or classified information. The determination(s) for access authorizations must be approved by DOE Portsmouth/Paducah Project Office (PPPO). Following is a list of activities for which the personnel involved may, at a minimum, require access authorizations:

- DOE cylinder inspections in the LA
- Emergency Management Operations (Drill & Exercise Committee Members, Emergency Management Planning, Drill and Exercise briefings/critiques, Emergency Action Levels (EALs) development, Emergency Operations Center (EOC) Training and members of the EOC Cadre)
- Incidents of Security Concern
- Nuclear Safety support in security assessments/discussions

- IT/CS Management Personnel
- Locally appointed Facility Security Officers

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

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

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

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

- C.6.9.1 The Contractor shall provide support to DOE by participating in the sites' Emergency Management programs including planning, preparedness, response, recovery, and readiness assurance per DOE O 151.1D.
- C.6.9.2 The Contractor shall, within 60 days of NTP, review, revise as necessary, submit any revisions for CO approval, and (once approved) execute **DUF6 Emergency Plan (see Attachment J-8, List of Deliverables)** and implementing procedures in coordination with the site's Emergency Management Program. The Contractor shall review the Site Emergency Plan annually, and submit any revisions for the DUF6 facilities to the lead Emergency Management Contractor (D&R).

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

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

“The Contractor shall review, revise as needed, submit any revisions for CO approval, and (once approved) execute and continually improve the approved organization-specific Quality Assurance Program (QAP) (see Attachment J-8, List of Deliverables) in accordance with DOE Order 414.1D, Quality Assurance, Attachment 1 Contractor Requirements Document (CRD); EM-QA-001, EM Quality Assurance Program, Rev. 2; and, associated DOE directives referenced herein (i.e. Policies, Guides, Manuals, and Orders). The QAP shall be submitted to the CO for approval within 60 days of the NTP and CO approval must be

received prior to assuming full responsibility for conversion facility operations.”

The Contractor shall perform a QAP effectiveness review biennially, and submit to DOE (see Section J, Attachment J-8, “List of Deliverables”) a declaration report in accordance with EM Memorandum “Fiscal Year 2018 Integrated Safety Management System and Quality Assurance Effectiveness Review Declaration” dated December 20, 2017 that demonstrates QAP implementation.

C.6.10.1 Quality Assurance Program

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

C.6.10.2 Contractor Assurance System Description

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

C.6.10.3 Issues Management System

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

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

C.6.11 Engineering

The Contractor shall provide engineering services so as to accomplish the technical scope associated with the operations, plant modifications and maintenance of the DUF6 conversion facilities and the surveillance and maintenance of the cylinder yards. The engineering services include such technical disciplines as mechanical engineering, electrical engineering, instrumentation and control engineering, process engineering, system engineering and nuclear safety basis engineering. The baseline will detail the planned engineering tasks and resources level of effort to support expected plant operations and maintenance. (WBS elements PA/PO3000)

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

C.6.12.1 Records Management Program: The Contractor shall manage all records, including all contracts/subcontracts generated/received in performance of the contract in electronic format (born digital) to the fullest extent possible. Historical records obtained from a predecessor contractor that were created/received in non-electronic format shall be digitized to meet NARA requirements and maintained electronically. Records shall be managed in accordance with Title 44 USC, Chapters 21, 29, 31, 33, and 35; 36 CFR, Chapter 12, Subchapter B, "Records Management"; DOE O 243.1B "Records Management Program" and any other DOE requirements as directed by the CO.

The Contractor shall be responsible for all records management and document control in support of its operations. Records Management activities include, but

are not limited to: tasks associate with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records (including e-mails); managing classified records (as applicable); providing all employees and subcontractors with records management training retrieving records from on and off-site storage facilities; supporting records management data calls form the National Archives and Records Administration (NARA); and, supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employees Occupational Illness Compensation Program (EEOICPA), the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests.

The Contractor shall submit a Records Management Program Plan that documents the records lifecycle (creation/receipt, maintenance/use and disposition), including, but not limited to electronic records, digital signatures, email, audiovisual, quality records, historical records, essential records, inventory and file plans and disposition (transfer and destruction). The Contractor shall submit the plan within 60 days of the NTP review, revise as necessary, submit any revisions for CO approval, and (once approved) execute the Records Management Program Plan (see Attachment J-8, List of Deliverables). The Plan shall be submitted annually thereafter if/when changes occur; the submittal shall clearly document the changes made (e.g., track changes).

- **Electronic Records:** The Contractor shall develop and implement records management controls to ensure that the identification, maintenance, and disposition all records (including emails), are managed utilizing an Electronic Records Management System (ERMS) that meets the requirements of NARA's Universal Electronic Records management (UERMS) requirements.

The Contractor shall manage records contained in EIS by incorporating recordkeeping controls in the system or exporting the records into the ERMS in accordance with 36 CFR Part 1236, *Electronic Records Management*. The Contractor shall submit a list of EIS' to DOE annually utilizing the format provided by DOE (see Attachment J-8, Contract Deliverables List), including contractor-owned records.

Ensure records controls are maintained when using commercial or government cloud environments, managed services, or on premise environments.

Metadata for a record must, where possible, consist of a description of the content of the record; the structure of the record (form, format, and relationships between record components); the business context in which the

record was created, relationships with other records and metadata, identifiers and other information needed to retrieve the record, and the business actions and events involving the record throughout its lifecycle.

To protect records against technological obsolescence, regardless of the storage environment and media, the contractor must:

1) Determine if the NARA-approved retention period for the records will be longer than the life of the system. If so, agencies must migrate the records and their associated metadata before retiring the current system.

2) Ensure hardware and software can retain the electronic records' functionality and integrity regardless of the storage environment. To retain functionality and integrity, contractor must:

(a) Keep the records in a usable format until their authorized disposition date. If records must be converted for migration, records must be maintained and disposed of in the authorized manner after conversion;

(b) Ensure forms are created using digital fillable fields and digital signatures in accordance with DOE O 206.2, *Identity, Credential, and Access Management (ICAM)*, current version. If operations prohibit the use of electronics in the field, the temporary document must be digitized as soon as possible;

(c) Plan for technology obsolesce, and ensure updated hardware and software remains compatible with current data formats as necessary and data is preserved as a federal record until disposition requirements are met;

(d) Maintain a link between records and associated metadata when converting or migrating. This includes capturing relevant associated metadata at the point of migration (for both the records and the migration process);

(e) Ensure verification of successful records transfers (including metadata) after migration.

Access rights and permission rules for electronic records should be based on the activity or business function related to the records.

Dispose of temporary electronic records in accordance with assigned, approved schedules, including backup or working copies in any format, to protect sensitive, proprietary, or national security information and prevent access or reuse in the future.

Manage email records in an electronic format, along with associated metadata, using GRS 6.1, Email Managed under a Capstone Approach, including name of sender and all addressees, date and time email sent and received, in addition to contacts, calendars, mailbox folders and attachments. Email (in the native environment) is managed as a role-based record in its entirety. Email messages must also be captured as program or project records using appropriate schedules.

(1) Official business must be conducted using authorized Federal email accounts. Business conducted through non-official accounts must be captured on an official Federal email account within 20 calendar days of creation or receipt.

(2) Official email must be captured and handled as a federal record, regardless of the number of official accounts an employee may be assigned.

(3) Email records determined to be of permanent value must be transferred to NARA as an electronic record in the current NARA approved format.

(4) Documented procedures must be in place for systems that can produce, manage, and preserve email records in an acceptable electronic format until disposition. Additionally, systems must support the implementation of policy requirements outlined in this order, to include lifecycle management, preservation, security, integrity, and the accessibility of email records throughout their lifecycle.

Instant messaging, text messages, and chat messages are authorized for Federal business use as long as they are on an official government owned or approved network and captured. Non-government electronic communication devices that cannot be or are not captured or transferred to an official government network or system are not authorized for official government business.

Public/external social media platforms or alternate tools/applications used for official government business that result in the creation of a Federal record require appropriate capture and management in accordance with a NARA approved record schedule.

Capture and manage records created or received via public/externally-owned websites and portals used for Departmental business. Manage website administration, operations, and maintenance records in accordance with a NARA approved record schedule.

- **Records Ownership:** Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, “*Access to and Ownership of Records*”, see Section I), all records (see 44 U.S.C. 3301 for the statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in performance of this Contractor including, but not limited to records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Privacy Act systems of record (Section H clause, Privacy Act System of Records) shall be the property of the Government.

- **Audiovisual Records:** The Contractor shall implement records management requirements for the creation, maintenance, and storage of audiovisual records in accordance with 36 CFR 1237 and 36 CFR 1235.42 and any updated NARA requirements/guidance.

- **Essential** (formerly known as Vital) Records: The Contractor shall establish and sustain an essential records program to ensure continuity of operations (COOP) during and after an emergency as prescribed by laws, regulations, and directives, that ensures DOE makes and preserves records of the Department’s organizations, missions, functions, policies, decisions, procedures, and essential transactions. The program must be designed to identify records, regardless of format, that specify how DOE will operate in an emergency or disaster and identify and protect legal and financial rights records. Ensure essential records are accessible per the COOP guidance in the Federal Continuity Directive 1 (FCD 1), Federal Executive Branch National Continuity Program and Requirements. See 44 U.S.C. 3101, 36 CFR Part 1223, Managing Vital Records.

Ensure essential records inventories are added as attachments or appended to the COOP plan. Provide essential records information to appropriate emergency management officials and/or pre-position records where appropriate. A copy of the Essential Records Program and Inventory shall be provided to DOE annually for approval. (See Attachment J-8, Contract Deliverables List)

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

- **Inventory and File Plan:** The Contractor shall conduct periodic records inventories in order to develop and maintain up-to-date organizational inventories, file plans and EIS’ that provide for the identification, location, arrangement, assignment of disposition authority and retrieval of all categories (record series) of records created and received in performance of this contract. The Contractor shall utilize a DOE approved format and shall submit to DOE the site-wide File Plan within six months of written notice to proceed, for review/approval by DOE. The plan shall be updated and submitted annually thereafter when changes occur; the submittal shall clearly document the changes made. (see Attachment J-8, Contract Deliverables List)

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

- **Quality Records:** The Contractor shall ensure records identified as Quality records under the American National Standards Institute (ANSI)/American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA)-1, or a DOE approved industry standard are categorized (lifetime/non-permanent); managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B; and are maintained for traceability to the applicable items, activity or facility.
- **Privacy Act Records:** The Contractor shall ensure records that contain personal information retrieved by name, or another personal identifier are maintained in Privacy Act systems of records, in accordance with Federal Acquisition Regulation (FAR) 52.224-2, *Privacy Act*, and DOE O 206.1, “*DOE Privacy Program*.”
- **Contaminated Records:** The Contractor shall develop and implement a plan to incorporate the processing of newly generated and historical records from potentially contaminated areas.
- **Records Requests:** The Contractor shall respond to records management data calls (see **Attachment J-8, List of Deliverables**) by NARA and DOE as requested and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronical Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests. Regardless if the contractor processes the request directly to the requestor or submits to DOE for final response, the contractor is responsible for maintaining a “copy” of what was provided. The copy must be scheduled appropriately.
- The Contractor shall respond to Energy Employee Occupational Compensation Act (EEOICPA) requests in accordance with the clause in Section XX, *Energy Employee Occupational Compensation Act*.

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

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

C.6.12.2 EEOICPA (WBS elements PA/PO3600)

The EEOICPA establishes a program to provide compensation to current and former employees of the DOE, its contractors and subcontractors, companies that provided beryllium to DOE, and atomic weapons employers (AWEs). Under EEOICPA, the DOE has a requirement to verify employment histories, provide medical records, and provide radiation dose records and other information pertinent to National Institute for Occupational Safety and Health (NIOSH) radiation dose reconstruction and Department of Labor (DOL) Subtitle B and Subtitle E case preparation for anyone who applies for compensation under EEOICPA.

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

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

- 5) Return completed forms and records requested to DOL through the DOE SERT system.
- d) Perform the work necessary to provide records requested by NIOSH or DOL as part of a site characterization or other special project under the EEOICPA program, as follows:
 - 1) Complete declassification, as needed, of records requested by NIOSH or DOL for site characterization research projects; and
 - 2) Coordinate all work with the site EEOICPA point of contact and the Office of Worker Screening and Compensation Support (AU-14) as applicable.
- e) The Contractor shall respond to any other inquiries and perform special projects as required by the EEOICPA and approved by the Office of Worker Screening and Compensation Support (AU-14).
- f) Perform other necessary EEOICPA related records work, as needed.
- g) Maintain and appropriately arrange EEOICPA case files on all claims processed and ensure properly scheduled in accordance with the NARA-approved DOE Records Disposition Schedules.
- h) Maintain local records to track the activities under EEOICPA and submit monthly financial reports through the DOE SERT system.

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

C.6.12.3 Contract Close-Out - Records

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

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

- C.6.13.1 The Contractor shall manage personal property in accordance with the property clauses of this Contract, 41 CFR 101, 41 CFR 109 and shall prepare and submit the following items for DOE information or approval:
- Report of Annual Physical Inventory Results (see Attachment J-8, List of Deliverables);

- Report of Loss, Damage, Destruction or Theft (see Attachment J-8, List of Deliverables);
- Property Information Database System (PIDS) (see Attachment J-8, List of Deliverables);
- Personal Property Scorecard Plan-New Fiscal Year (see Attachment J-8, List of Deliverables);
- Personal Property Scorecard Report- Past Fiscal Year (see Attachment J-8, List of Deliverables);
- Reports of Sales and Exchanges (see Attachment J-8, List of Deliverables);
- Motor Vehicle Fleet Reports (FAST) (see Attachment J-8, List of Deliverables);
- Plans and procedures for property management business system (see Attachment J-8, List of Deliverables);
- Final property reports for physically completed or terminated contracts (see Attachment J-8, List of Deliverables);
- Special Reports for Motor Vehicles (see Attachment J-8, List of Deliverables);
- GSA Report of Property Furnished to Non-Federal Activities (see Attachment J-8, List of Deliverables).

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

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

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

The Contractor (DUF6) shall utilize the designated Contractor to disposition excess personal property. The Contractor (DUF6) shall perform a free release screening prior to transferring property to the designated Contractor.. Sales of surplus DOE inventory will be conducted by the Contractor when it is in the best interests of the Government. Surplus property to be sold will be reviewed and approved by the DOE Property Administrator prior to sale.

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

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

C.6.13.2 The Contractor shall manage real property in accordance with 41 CFR 102 and shall perform the following activities to ensure that real property assets assigned to the Contractor or in any way within the area of responsibility of the Contractor are available, utilized, and in a suitable condition to accomplish DOE's missions:

C.6.13.2.1 The Contractor shall maintain real property records, including leases, licenses, and agreements, contracts, etc. associated with conversion facility operations at the Portsmouth and Paducah sites.

C.6.13.2.2 The Contractor shall provide all **Other Real Property Reporting (see Attachment J-8, List of Deliverables)** as requested by the DOE CRS in furtherance of site real estate activities. Such support may include due diligence in leasing and disposal, managing real estate processes, property and facility management and space planning.

C.6.13.2.3 The Contractor shall coordinate actions to acquire and dispose of real property assets with the DOE CRS.

C.6.13.2.4 The Contractor shall maintain, in a complete and current condition, all real estate records identified by DOE.

C.6.13.2.5 Maintenance: The Contractor shall maintain real property assets in a manner that promotes operational safety, worker health, environmental compliance, property preservation and cost-effectiveness while meeting the program missions. The Contractor shall utilize a balanced approach that not only sustains the assets, but also provides for their recapitalization. The Contractor shall develop, submit to the CO for approval within 90 days of NTP, and (once approved) implement a **Maintenance Management Program (see Attachment J-8, List of Deliverables)** that includes, at a minimum, the following:

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

C.6.13.2.6 Facilities Information Management System: The Contractor shall maintain the **Facilities Information Management System**

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

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

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

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

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

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

The Contractor shall develop and maintain five-year sustainment requirements based on projections of serviceability, economic life, condition assessments, the mission of facilities, and projected funding for deferred maintenance reduction. These requirements shall be summarized in the Property Forecast.

C.6.13.2.8 Property Forecast: The Contractor shall coordinate with lead / other coordinating contractor to prepare the annual five year

forecasts in accordance with DOE O 430.1C, “Real Property Asset Management.” (see **Attachment J-8, List of Deliverables**)

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

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

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

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

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

The contractor shall comply with the Cyber Security requirements as specified in DOE O 205.1B, “Department of Energy Cyber Security Program,” the applicable DOE Risk Management Approach Implementation Plan (RMAIP), and all current versions of applicable National Institute of Standards & Technology (NIST) Special Publications (SP). The Contractor shall be proactive regarding cyber threats, and systems shall be protected based on evolving threats in accordance with the Federal Information Systems Management Act (FISMA). The FISMA requires all IT systems be Authorized to Operate (ATO). The Contractor shall obtain an ATO designation from the DOE Delegated Federal Authorizing Official (AO) to operate the General Support System and Industrial Control Systems for the Lexington, Portsmouth and Paducah DUF6 facilities. Only the AO has the ability to grant an ATO or a Denial of Authorization to Operate (DATO) for any system operated by the Contractor on behalf of DOE-EM. The IT systems covered under this Contract shall operate in accordance with all terms and conditions specified in the ATO and shall not operate if a DATO has been issued. If an AO issues a DATO, all costs associated with any mission delay shall be the responsibility of the Contractor, not DOE.

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

C.6.16 Critical Interfaces and Integration

- C.6.16.1 The Contractor is one of multiple entities performing work under the direction or permission of DOE at each site. In general, other DOE site contractors are responsible for aspects of the larger site, and prior to completion of the Transition Operations Phase, the Incumbent Contractor is responsible for aspects within the areas under their direct control, including the cylinder yards. The Contractor shall interface with many other entities for utilities and services to enable successful completion of conversion operations under this Contract. The nature of those interfaces with other DOE site contractors are described in Section J, Attachment J-4a and 4b, entitled “DUF6 Services & Contract Interface Requirements Matrix.” (WBS elements LX1000; PA/PO1300, 3600)
- C.6.16.2 The Contractor shall support and actively participate in a monthly meeting between the DOE and site contractors to coordinate and integrate site activities and issues. The meeting shall be attended by a senior manager from the Contractor’s organization as appropriate, or as directed by the Contacting Officer’s Representative (COR). (WBS element LX1000)

- C.6.16.3 The Contractor shall establish a management office with personnel physically located at Lexington, Kentucky for coordination with the PPPO. This office shall provide the resources to coordinate and manage the administrative activities of the conversion facility operations at the Portsmouth and Paducah sites through a single, point-of-contact Project Manager as identified in the Section H clause entitled “Key Personnel.” This individual and his/her staff shall provide, at a minimum, functions of accounting, finance, budget, and senior leadership to interface with the DOE PPPO Manager, the DOE DUF6 FPD/OAM, and the DOE CO. All Contract deliverables will be submitted through this office to the PPPO. (WBS element LX1000)

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

C.7.1 General

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

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

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

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

Cylinder Surveillance
Cylinder Maintenance
Cylinder Yards and Equipment S&M

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

The Contractor shall maintain records of cylinder and cylinder yard inspection and maintenance and shall provide these to DOE upon request (see

Attachment J-8, List of Deliverables). The Contractor's maintenance records system shall be configured so as to provide notice of when routine and preventive maintenance is required.

C.7.1.2 CID Management

The CID contains cylinder defect characterization, contents, inspection status, surveillance and maintenance (S&M) activities, and location for the cylinder inventory. The CID includes DUF6, low-enrichment uranium (LEU) hexafluoride (UF6), normal UF6, and heel and empty cylinders. The Contractor shall maintain and update the CID beginning on the date the Contractor assumes responsibility for cylinder management as designated by the CO at the end of the Transition Operations Phase. The Contractor shall generate cylinder information or cylinder content reports as requested by DOE to support project and program requirements (**see Attachment J-8, List of Deliverables**). The Contractor shall employ the CID to track and schedule all cylinder inspections. All inspection data shall be uploaded to the CID. The Contractor shall control the integrity of the CID through use of a CID software configuration management procedure. The Contractor shall maintain and update this procedure as needed, but no less than annually; all proposed updates shall be submitted to the CO for approval (**see Attachment J-8, List of Deliverables**). The Contractor shall also adopt or develop a database to track the inventory of cylinders containing UOx; this database shall include cylinder integrity inspection (specifically for U.S. Department of Transportation compliance), contents, inspection status, surveillance and maintenance (S&M) activities, and location for the cylinder inventory (**see Attachment J-8, List of Deliverables**).

C.7.1.3 Cylinder Delivery

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

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

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

C.7.2 PORTSMOUTH Cylinder Storage Yards Description

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

The DUF6 Conversion Project Cylinder Storage Yards encompass three cylinder storage yards located on the Portsmouth site. Cylinder storage yards X-745C and X-745E are located on the northwest side of the site just south of Perimeter Road, while the X-745G Cylinder Storage Yard lies to the north of Perimeter Road.

The DOE X-745C, X-745E, and X-745G UF6 Cylinder Storage Yards are currently used to store solid UF6 material in 2.5-, 10-, or 14-ton UF6 cylinders. Most of the UF6 cylinders contain depleted UF6 (tails). However, clean empty cylinders; normal feed cylinders; cylinders with depleted, normal feed or enriched heels; cylinders with product material ≥ 1.0 weight % 235U but ≤ 5.0 weight % 235U (with exceptions that have a higher weight percentage); or waste materials from cylinder surveillance and maintenance activities may also be stored in these cylinder storage yards. Additionally, depleted uranium oxide in cylinders and drums from the DUF6 Conversion Facility may be stored in the cylinder storage yards in designated areas. Refer to the Cylinder Information Database (CID) for the numbers and types of cylinders in inventory (Note: the CID does not include oxide filled cylinders; however, the Contractor shall be responsible for oxide filled cylinder S&M).

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

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

The X-745G Cylinder Storage Yard is located on the northern side of the Portsmouth site, approximately 45 ft. north of Perimeter Road. The paved lot has a storage capacity of 280,000 square feet. Empty, heel, and partially filled cylinders may be triple-stacked. Actual capacity of the cylinder storage yard is variable based on the final stacking arrangements and type or size of cylinder. A seven-ft tall woven-wire security fence topped with barbed wire surrounds the facility. There is a vehicle entrance into the

facility through gates to Perimeter Road at the southern side of the cylinder storage yard as well as a gate for train traffic. There is a second vehicle gate in the fence on the northern side of the cylinder storage yard.

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

C.7.3 PADUCAH Cylinder Storage Yards Description

The DUF6 Conversion Project Cylinder Storage Yards encompass 18 cylinder storage yards, all open areas varying in size from 17,700 square feet - 470,409 square feet. Seven of the cylinder storage yard surfaces are presently compacted dense grade aggregate (DGA), four are partially DGA and partially concrete, and seven are concrete. Two of the cylinder storage yards are located in the northwest portion of the Paducah site and one other cylinder storage yard is located in the northeast portion of the Paducah site. The remaining fifteen cylinder storage yards are clustered in the southern portion of the Paducah site. Eleven cylinder storage yards in the southern portion of the site are completely enclosed as a group by a combination security fence and a property protection area fence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The DUF6 Conversion Project Cylinder Storage Yards are currently used to store solid UF6 material in 2.5-, 10-, 12.5-, 14-, or 19-ton UF6 cylinders. Most of the UF6 cylinders contain DUF6 (tails). However, clean empty cylinders; normal feed cylinders; cylinders with depleted, normal feed or enriched heels; cylinders with product material >0.711 weight % 235U but \leq 5.25 weight % 235U; or waste materials from cylinder surveillance and maintenance activities may also be stored in these cylinder storage yards. Additionally, depleted uranium oxide in modified cylinders or drums from the DUF6 Conversion Facility may be stored in the cylinder storage yards. Refer to the CID for the numbers and types of cylinders in inventory. (Note: the CID does not include oxide filled cylinders; however, the Contractor shall be responsible for oxide filled cylinder S&M).

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

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

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

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

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

C.8.1.1 DUF4 Feasibility Study-Added under contract modification 0020

The Contractor shall complete a high level feasibility study for processing DUF6 into DUF4 at the Portsmouth DUF6 Conversion facility. The contractor shall identify and evaluate multiple options for conducting DUF6 to DUF4 conversion at the Portsmouth DUF6 Conversion facility. As part of the study, the Contractor shall include 1) the use of existing conversion equipment to produce DUF4 rather than oxide as an option, and 2) the use of the space reserved for the fourth line at Portsmouth to house a custom designed DUF4 conversion system as an option. The study shall address the feasibility, technical details, scope of work, schedule, and high order cost for each option evaluated. The

Contractor is to assume that the annual conversion rate for DUF4 production is 200 MT per year. The Contractor shall resolve all DOE comments.

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

C.8.3 The Contractor shall:

- (a) Participate in the negotiation of a Delivery Point for DUF6 cylinders (referred to as DU Cylinders in the DOE/EN agreement), DUF6 Residual Tails cylinders (referred to as Residual Tails in the DOE/EN agreement and listed in Attachment A of the agreement) and EN's low enriched uranium (referred to as EN's LEU in the DOE/EN agreement.)
- (b) Provide selected DUF6 cylinders (DU Cylinders) for re-enrichment to Energy Northwest (EN) or its designee (United States Enrichment Corporation, Inc. (USEC)) at the Paducah Gaseous Diffusion Plant (Attachment A list) and the associated applicable Nuclear Materials Transaction Report, DOEINRC Form 741, with each delivery of cylinders.
- (c) Make the electronic records concerning all the selected DUF6 cylinders (DU Cylinders) from Attachment A available for inspection immediately. Those records shall include at a minimum:
 - i. A cylinder history card for each cylinder, if requested by EN or its designee and if available,
 - ii. Authorization for EN or its designee to have access to the Nuclear Material Control and Accountability records for such cylinders and the DUF6 they contain, and;
 - iii. All available information about the source of the DUF6 contained in the cylinders.
- (d) Support inspection of cylinders, rejection and replacement of DUF6 cylinders, to include exchange of a Replacement Cylinder for a Rejected Cylinder at the negotiated Delivery Point. All Replacement Cylinders will have the associated applicable Nuclear Materials Transaction Report, DOEINRC Form 741, with each delivery of the Replacement cylinder as well as the electronic records as outlined in paragraph (d) of this clause.
- (e) Accept DUF6 Residual Tails cylinders from EN or its designee following re-enrichment for conversion and disposition. No empty or heel cylinders will be accepted from EN or its designee.
- (d) Participate in the negotiations of a detailed acceptance schedule for the return of the DUF6 Residual Tail cylinders with EN and its designee.
- (e) Accept and store EN's LEU resulting from the re-enrichment. This includes, to the extent current capability exists, weighing the 30B ANSI-compliant cylinders.
- (f) Assist delivery of EN's LEU to EN's designee as follows:
 - i. Delivery of EN's LEU to a point within the DOE cylinder yard wherein DOE is storing EN's LEU,
 - ii. Participate in the negotiation of a specific delivery schedule for EN's LEU to its designee,
 - iii. Place EN's LEU in EN's or its designee's provided overpacks; and
 - iv. Load EN's or its designee's overpacks with cylinders on vehicles provided for transport.
- (g) All costs associated with the particular portion of the statement of work will be segregated so that the Contractor or DOE can prepare and document a separate voucher/invoice which can be used for reimbursement of DOE/the Contractor by EN.

- (h) Support actions as needed in the event that the DOE/EN agreement is terminated. Termination provisions which may affect Contractor actions are as follows:
- i. Accept EN's or its designee's return of any Rejected, Replacement or Unprocessed Cylinders, within 90 days of the termination of the DOE/EN agreement
 - ii. Participate in the negotiation of a schedule for the removal of EN's LEU from DOE's cylinder yard under the written plan

C.8.4 Reserved

C.8.5 The Contractor shall perform the following activities relating to the return of cylinders:

Cylinder Model 30B: Accept up to one thousand (1,000) 30B cylinders after the return of the GDP, subject to the following conditions:

- Of the population of empty 30B cylinders currently stored at PGDP, at least 186 will have hydrostatic testing valid until after October 1, 2015 and of these, at least 82 will have hydrostatic testing valid until after October 1, 2016.
- USEC will ensure that at least an additional 220 of the empty 30B cylinders to be returned by the end of April 2015 and all will have hydrostatic testing valid through October 1, 2015, with 147 of these having hydrostatic testing valid until after October 1, 2016.
- The minimum of 406 cylinders discussed above shall meet the following criteria prior to acceptance:
 - Each of these cylinders shall have a certification (including current ASME Code type hydrostatic strength test and an air leak test).
 - Each cylinder shall have been inspected by a Certified Individual (must hold a Certificate of Authorization and have passed the National Board examination sponsored by National Board of Boiler and Pressure Vessel Inspectors) and meet ANSI N14.1, "American National Standard for Nuclear Materials - Uranium Hexafluoride – Packaging for Transport".
 - Cylinders found to have leaks, excessive corrosion, cracks, bulges, dents, gouges, defective valves, damaged stiffing rings or skirts or other condition which, in the judgment of DOE or DOE's Contractor render them unsafe or unserviceable, shall be rejected.
- USEC shall have the right to replace cylinders from the onsite inventory of cylinders to be washed/re-hydro-tested and returned without counting against the total returns of 1,000.
- No 30B cylinders shall be accepted by DOE after October 31, 2019.
- Any 30B cylinders arriving at the Paducah site after October 1, 2014 shall be washed unless it is part of the minimum 406 30B cylinders discussed above. Before DOE's acceptance, USEC shall inspect and accept the cylinders against the wash requirements

identified below upon return to the PGDP. "Washed" cylinders shall meet the requirements of ANSI N14.1 "American National Standard for Nuclear Materials - Uranium Hexafluoride - Packaging for Transport," Appendix B "Method for Large Cylinder Decontamination for Residual UF6 Greater than 1.0wt% 235U." Washed cylinders may be plugged in lieu of having a valve re-installed.

C.8.6 Cylinder Transfer-Change Order Issued under Contract Modification 008, CLIN 0002 Contract Modification 0014 cancels Contract Modification 008 and deletes C.8.6

C.8.7 Replace Hunt Valves – Change Order Issued under Contract Modification 009, CLIN 0002. Contract Modification 0017 cancel Contract Modification 009 and deletes C.8.7

C.8.8 Cylinder Transfer-Change Order Issued under Contract Modification 014, CLIN 0003

The Contractor shall transfer and secure selected cylinders from Paducah cylinder storage yards into Government-provided cylinder overpacks located on separately provided trucks for shipment off-site. The rate of shipment shall meet DOE operational needs at the receiving facilities. The estimated number of cylinders to be transferred during the period of the contract is 308 cylinders. The contractor is not responsible for the transportation of the loaded cylinder overpacks off-site. The Contractor shall support inspections/assessments by the Shipper of Record. The Government will provide a schedule of projected shipments for planning purposes. Definitized under Contract Modification 0024

All costs associated with this particular portion of the statement of work will be segregated.

C.8.9 Replace Hunt Valves- Change Order issued under Contract Modification 017, CLIN 0003 Definitized under Contract Modification 0023

The Contractor shall replace valves on 150 selected normal uranium cylinders which contain Hunt valves. Replacement with government furnished Department of Transportation (DOT) compliant valves is required to support existing schedules for shipping these cylinders under DOT requirements to other users. The government furnished valves are in storage at the Paducah DUF6 Plant. The DOE will provide a prioritize list of cylinder to the Contractor.

All costs associated with this particular portion of the statement of work will be segregated.

C.8.10 Cylinder Sampling and Analysis for Polychlorinated Biphenyls (PCBs) (WBS element PA3000)

The Contractor shall sample 606 DUF6 Cylinders to determine if Polychlorinated Biphenyls (PCB) are present in the paint on the external surfaces of the cylinders in concentrations equal to or greater than 50 ppm. The sampling results shall provide definitive data suitable for decision-

making for management of the subject cylinder population going forward. The cylinder numbers for the 606 cylinders to be sampled are as follows:

005870	005098	005248	005540	005826	005103
005889	005099	005249	005544	005828	005116
005891	005100	005250	005545	005829	005153
005956	005101	005252	005551	005830	005327
005976	005102	005253	005553	005831	005337
005839	005105	005254	005557	005833	005476
005867	005106	005255	005558	005834	005623
005903	005107	005256	005560	005837	005635
005853	005108	005261	005561	005838	005805
005857	005109	005262	005563	005840	005815
005885	005110	005263	005564	005841	005899
005890	005111	005266	005568	005842	005901
005897	005112	005267	005573	005843	005917
005964	005113	005268	005581	005844	005942
005927	005114	005271	005583	005845	005996
005939	005115	005272	005584	005846	005999
005948	005117	005273	005586	005847	005932
005806	005118	005274	005588	005848	005950
005809	005119	005275	005592	005849	005957
005910	005120	005282	005593	005850	005971
005326	005121	005285	005594	005851	005981
005400	005122	005286	005596	005852	005986
005429	005123	005287	005599	005856	006491
005527	005124	005289	005601	005858	008504
005741	005125	005292	005606	005860	008557
005820	005126	005301	005609	005861	006924
005836	005128	005307	005610	005862	006190
005855	005129	005314	005612	005863	006591
005922	005130	005328	005616	005864	007257
005923	005131	005329	005629	005866	007701
005937	005132	005335	005632	005868	007749
005967	005133	005336	005637	005869	008196
005987	005134	005339	005638	005871	006003
005399	005135	005341	005642	005873	006124
005504	005136	005346	005645	005874	007017
005709	005138	005349	005651	005875	007096
005785	005139	005352	005652	005876	007413
005835	005140	005355	005653	005877	007601
005881	005141	005358	005654	005878	007613
005914	005144	005359	005659	005879	007930
005929	005145	005360	005667	005880	007954
005949	005146	005361	005670	005882	008155

005953	005149	005362	005672	005883	008520
005954	005151	005363	005682	005884	006266
005959	005152	005364	005683	005886	006302
005887	005155	005365	005684	005888	006453
005002	005156	005368	005687	005892	006871
005003	005157	005370	005690	005893	007671
005004	005160	005372	005693	005894	008099
005008	005162	005373	005701	005895	008780
005015	005163	005375	005702	005896	006715
005022	005164	005378	005703	005898	006789
005023	005165	005379	005706	005900	006800
005025	005168	005380	005711	005904	006846
005028	005169	005381	005714	005905	006946
005029	005171	005382	005715	005908	007026
005031	005172	005389	005716	005909	007383
005032	005173	005392	005718	005911	007385
005035	005174	005393	005722	005912	007472
005037	005175	005394	005725	005915	007594
005040	005176	005398	005732	005916	007642
005041	005177	005402	005735	005919	007932
005043	005178	005403	005738	005920	008045
005044	005179	005404	005743	005921	008168
005049	005180	005413	005745	005925	008267
005053	005181	005415	005753	005926	008374
005054	005182	005417	005755	005928	008378
005055	005183	005418	005765	005930	008399
005056	005184	005420	005766	005933	008503
005057	005185	005421	005769	005935	008517
005058	005186	005422	005770	005936	008679
005059	005187	005426	005771	005938	008742
005060	005188	005427	005775	005941	008749
005061	005189	005431	005776	005943	008910
005062	005190	005442	005778	005944	009015
005063	005192	005453	005779	005946	009108
005064	005193	005458	005780	005951	009167
005065	005194	005460	005781	005952	009186
005067	005195	005462	005782	005955	009198
005068	005197	005464	005786	005960	006165
005069	005198	005466	005787	005961	006587
005070	005200	005470	005789	005965	006648
005071	005201	005471	005792	005966	006772
005072	005203	005473	005794	005968	007899
005073	005205	005475	005798	005969	008516
005074	005206	005478	005800	005970	009055
005075	005207	005481	005801	005972	009133

005077	005208	005483	005802	005974	010001
005079	005209	005484	005803	005978	005480
005081	005210	005492	005807	005980	005958
005082	005211	005495	005810	005983	007504
005083	005213	005497	005811	005985	
005084	005214	005498	005812	005988	
005085	005215	005503	005813	005989	
005086	005216	005505	005814	005990	
005087	005218	005507	005816	005992	
005088	005220	005514	005817	005995	
005089	005223	005515	005818	005997	
005092	005224	005516	005821	005648	
005093	005225	005519	005822	005979	
005094	005227	005524	005823	005993	
005095	005229	005535	005824	005918	
005096	005234	005539	005825	005984	

C.8.10.1

The Contractor shall develop a Sampling and Analysis Plan (SAP) and a Quality Assurance Project Plan (QAPP) to sample the surface/paint of the 606 specified cylinders for PCBs. All procedures used to sample the paint/scrapings from each of the cylinders’ surfaces, and analyses used to determine the presence/concentration of PCBs present in paint, shall be included in the quality assurance project plan either by reference or by attachment. The Contractor shall describe in the SAP and utilize, where appropriate, field test kits to facilitate prompt and cost effective determination of cylinders with PCB concentration ≥ 50 ppm in cylinder coatings. The Contractor shall ensure only TSCA-compliant sampling and analysis methodologies are utilized. Movement of cylinders is to be avoided. The SAP and the QAPP shall be submitted for DOE review and approval prior to commencing sampling. The QAPP shall be developed consistent with the Paducah Programmatic QAPP (Paducah Gaseous Diffusion Plant Programmatic Quality Assurance Project Plan; DOE/LX/07-2421&D1; April 2018). The draft SAP/QAPP will be reviewed over a two-week period by the Department of Energy, and a final SAP/QAPP (see Attachment J-8, List of Deliverables) addressing comments, if any, shall be provided to the Department of Energy by October 8, 2018.

C.8.10.2

The Contractor shall complete all sampling no later than May 31, 2019 and shall provide all analytical results to the Department of Energy in a draft report. The draft report will be reviewed over a two-week period by the Department of Energy, and a final report (see Attachment J-8, List of Deliverables) addressing comments, if any, shall be provided to the Department of Energy by June 25, 2019.

C.8.11 Interagency Work Order- Oak Ridge National Laboratory (ORNL) Manifold Design Testing

The Contractor shall support ORNL Manifold Design Testing activities on DUF6 Project Cylinders (30s/48s) as described in Work for Others (WFO) Scope of Work #4400000627. This

work will be coordinated by ORNL with the contractor to include the transfer of selected cylinders (estimated 4-6) to and from the Cylinder Evacuation Room. Support cylinder connection, and survey and release activities as directed. The Contractor will provide applicable support, data, resources and information necessary to accomplish this task. (See Attachment J-8, List of Deliverables).

Contractor tasks include:

1. Receipt of manifold system (likely in a government trailer). Trailer will need to be placed with access to the proposed work area by ORNL or Contractor staff.
2. Provide all required training to ORNL and Lawrence Livermore National Laboratory (LLNL) participants and DOE observers for performance of the WFP scope.
3. Provide a small cylinder of ultrahigh purity nitrogen gas (and regulator if ORNL regulator cannot be used). ORNL may choose to provide this cylinder.
4. Provide ORNL and LLNL staff access to their equipment to inspect and perform any required maintenance before movement into the work area
5. Move target cylinder into position and assist with connection and disconnection of ORNL equipment to cylinder valve
6. Open and close the cylinder valve when requested by ORNL unless function is delegated to ORNL staff.
7. Remove cylinder when work is completed.
8. Perform radiological survey of equipment at end of work for any surface contamination
9. Assist with packaging requirements for transport of U materials to ORNL as needed.
10. Move the ORNL shipping container to a location where transportation can be arranged. Assist with placement of shipping container on conveyance as needed.

Note steps 5-7 would be repeated 6 times.

C.8.12 Work for Other Government Agencies

Mid America Conversion Services (MCS) is approved to contract with other Government Agencies (including Department of Energy (DOE) Sites or National Laboratories) to do Work for Others (WFO) as long as the following conditions are met; however, the Contracting Officer (CO) reserves the right to either withdraw approval or require the WFO scope be added to MCS' current DOE contract (Prime Contract No. DEEM0004559) if the CO determines that WFO contract action will either adversely impact the MCS DUF6 facility operations or if the addition of the WFO scope is required to protect the Government and/or is in the best interest of the Government.

This notification of approval is granted (1) as of the date of this MCS Contract Modification 0062 for MCS WFO contract actions; (2) applies to all WFO contract actions at the DUF6 facilities; (3) requires advance notification of WFO contract actions; (4) all WFO actions must be fully completed within the contract (Prime Contract No. DEEM0004559) period of performance; (5) notwithstanding the above, the CO may withdraw approval at any time at the CO's discretion. The following specifies MCS procurement authority and documents surveillance requirements:

A. Requirements –

Approval by the CO is required for WFO contract actions at and over \$1,000,000. If approval is required by the CO or the WFO contract action(s) is over the thresholds described herein, the request for approval by the CO shall contain, at a minimum, a description of the work, estimated cost/price, and a list of potential impacts the WFO scope may have on the current DUF6 operations. Such documentation and request for approval shall be delivered to the CO no less than 30 days prior to the planned award date for the WFO contract action. No funds assigned to the contract (Prime Contract No. DEEM0004559) may be used for the development of or implementation of WFO contract actions. All work must be fully funded by the WFO contracting organization.

B. Advance Notification –

Advance notification shall be given to the CO prior to MCS entering into any WFO contract actions for the following:

1. WFO contract actions or modifications to contract actions that are not otherwise submitted for approval.

The advanced notification shall contain, at a minimum, a description of the work, estimated cost/price and a list of potential impacts the WFO scope may have on the current DUF6 operations. Such notification shall be provided as soon as the information is known but no later than 30 days prior to the planned award date for WFO awards. If the CO has any objection to the award of the WFO contract action, the CO will notify MCS.

MCS' primary objective is to complete all work required under Prime Contract No. DEEM0004559. All WFO actions are secondary to the Prime Contract and shall not adversely impact at any time work being completed under the Prime Contract. If at any time MCS or DOE PPO determines that the WFO is impacting MCS work under the Prime Contract then all WFO shall be suspended until such time as the CO determines the work no longer impacts DUF6 operations and gives approval to restart the WFO.

The authority stated in this letter is valid through the end of the contract period of performance or until notified otherwise by the CO.

C.8.13 By March 31, 2021, revise the safety basis documents (e.g., Documented Safety Analysis and Technical Safety Requirements) including the development of supporting documents and analysis (e.g. Hazard Analysis/Nuclear Criticality Safety Evaluation Evaluations) to:

1. Convert UF6 at assays up to 0.96 wt% U²³⁵ in the DUF6 Conversion Facilities without impacting the current hazard categorization of the facilities; and
2. To neutralize, stabilize, modify, fill heel cylinders containing up to 350 grams of U²³⁵ at any assay with DUO_x from the DUF6 Conversion Facilities and then subsequently store and ship these DUO_x/enriched heel cylinders without impacting the current hazard categorization of the facilities. These DUO_x/enriched heel cylinders must comply with

U.S. Department of Transportation (DOT) requirements for IP-1 shipping containers and the WAC criteria of the applicable disposal facility. DOE must concur with any approach that require the use of a rail car or other structural systems to meet DOT IP-1 requirements. In the event the use of heel cylinders with 350 grams of U²³⁵ at any assay cannot be supported, the Contractor is to maximize the ability to utilize the existing CID inventory of enriched heel cylinders.

The contractor shall hold Quarterly meetings with DOE starting in Fiscal Year 2020 to provide status on the progress, specify issues that need to be resolved, and to ensure DOE agrees with the technical basis and approach being used by the contractor. The contractor is required to gain approval of the revised safety basis documents no later than September 30, 2021.

Additionally, by March 31, 2021 provide DOE a FAR compliant cost proposal to fully implement the revised safety basis documents by December 31, 2021 and to begin processing UF₆ cylinder enriched up to 0.96 wt% U²³⁵ and to begin utilizing enriched heels cylinders for oxide packaging, transportation disposal in January of 2022.

C.8.14 – Shipment of Limited Number of Oxide Cylinders to Disposal Site

The Contractor shall perform all actions to ship and dispose eighteen (18) depleted oxide cylinders utilizing two railcars in total from Paducah. Six (6) oxide cylinders shall be shipped utilizing a Government award gondola rail car assigned to the Contractor. Twelve (12) oxide cylinders shall be shipped utilizing an alternate shipping “conveyance mating system” designed and constructed by the Contractor that allows oxide cylinders to be loaded into the “conveyance mating system” in the cylinder yard (i.e., without use of cranes) and then loaded onto an Articulated Bulk Container (ABC) railcar (or trailer). The twelve (12) oxide containers may be loaded into multiple “conveyance mating systems”. The Contractor shall support DOE in the development of any communication modules, reports, plans and documents necessary to support this oxide shipping Pilot Study. The Contractor shall submit to DOE for concurrence the final “Conveyance Mating System” Configuration (see Attachment J-8, List of Deliverables). The Contractor shall submit to DOE an Oxide Shipment Pilot Study (see Attachment J-8, List of Deliverables) that evaluates the cost and efficiency of the two shipping methods (i.e., six cylinders in a Government owned gondola vs the “conveyance mating system” on an ABC railcar).

The Contractor shall submit to DOE for information the Disposal Certificates (see Attachment J-8, List of Deliverables) for all eighteen (18) oxide cylinders.

C.8.15 - Design and Engineering Work to Support DUF4 Production Capability at the Portsmouth DUF6 Conversion Facility

The Contractor shall design (including preparation applicable authorization basis documents), **procure and construct/install** a UF₆ to UF₄ conversion line at the Portsmouth DUF₆ Conversion Facility utilizing a mature technology, including any applicable infrastructure

modifications. The line will be installed in the space currently available for a fourth conversion line. The line will be designed to convert DUF6 to DUF4 to produce 800 Metric Tons of uranium (MTU) annually. This line contains equipment for UF6 Feed and Vaporization, UF6 to UF4 Conversion, Powder Transfer, Process Control, connections to HF Recovery and Processing systems, HF Storage Tanks, and other general support systems as described as Alternative 2B in MCS letter DUF6-MCS-17-00939 dated November 21, 2017 with an increase in the production rate to 800 MTU. The line shall be capable of processing any of the 1,269 reserved NNSA cylinders, to include non-standard cylinders, as identified in “Memorandum of Agreement: DUF6 Supply Management and Transportation Interface Control Document, ICD PPPO-NPO-DUF-2015, Rev. 0”.

The Contractor shall maximize the use of record design of current equipment (e.g. autoclaves, scrubbers, etc.) of the DUF6 plant in order to minimize the impact to operations, maintenance, procedures and costs.

The Contractor shall procure two (2) autoclaves identical to the existing autoclaves currently installed in the DUF6 facility. The Contractor shall procure one rotary kiln capable of supporting the production of 800 MTU up to at least 800 MTU annually. The Contractor shall revise and complete the existing DUF4 design to include two (2) autoclaves identical to the existing autoclaves currently installed in the DUF6 facility and a rotary kiln capable of supporting the production of 400 MTU up to at least 800 MTU annually. The design of autoclaves shall also include identical ancillary/support equipment/systems (e.g., vacuum pumps). Any requests for deviation must be submitted to DOE in writing and approved by the CO/COR. The Contractor shall complete the design of the Integrated Control System for the DU4 production line.

DOE will provide to the Contractor the DUF4 material specification developed by NNSA that shall be met by the Contractor. The Contractor shall provide a means and methods of storage of DUF4 that maintains the material within specification until use by the DOE.

Construction/installation work (proposal development & support and General Contractor & Construction Engineering Field Support subcontract development support) as described within the proposal in MCS letter DUF6-MCS-00322-21 dated June 7, 2021 shall not commence until receipt of Notice to Proceed from the Contracting Officer.

The Contractor shall provide deliverables related to this Section as specified in Attachment J-8, List of Deliverables.

All costs associated with this task shall be recorded under CLIN 0006, Construction of Facilities for UF4 Production.

C.8.16 - Equipment Purchase for DUF4

The Contractor shall procure the following equipment listed in support of the DUF4 Project. The Contractor shall inform DOE when the orders have been placed for all the listed equipment. The list below does not indicate priority of equipment to be procured.

1. Air Compressor,
2. Conversion Reactor (800 MTU),
3. Cooling System (800 MTU),
4. Carbon Bed and Filters,
5. Sintering Filters,
6. Cylinder Handling (800 MTU),
7. Green Salt Download System (800 MTU),
8. Hydrogen Fluoride (HF) Condenser/Chiller,
9. Hot Box/Flow Control (800 MTU),
10. HF Receiver and Overflow Receiver,
11. KOH Skid,
12. Heating Jacket (800 MTU),
13. Instrumentation,
14. KOH Tank,
15. Process Controls,
16. Reactor Super Heater and Manifold (800 MTU),
17. Rotary Kiln Gas Manifold (800 MTU),
18. Screw Conveyor (800 MTU), and
19. Wet Scrubber System.

Any requests for deviation must be submitted to DOE in writing and approved by the CO/COR.

C.8.18 Design and Engineering Activities

Design and Engineering activities, including equipment procurement detailed in Contract Section C.8.16, is hereby curtailed as described in DOE letter PPPO-01-10009806-21, dated March 5, 2021, covering the Period of Performance (POP) from March 15, 2021 until further direction is provided by the CO. The principal work activities that shall continue include the following:

- a. Design and procurement activities supporting completion of the 90% design. This includes Mid-America Conversion Services, LLC (MCS) and subcontracted engineering work on obtaining and incorporating into the 90% design equipment vendor information for the Heating Jacket, Carbon beds, Conversion Reactor, Drum Loading Station, Hopper and Mill. Procurement costs related to these items beyond what is necessary to obtain vendor information to support the 90% design shall be minimized until further directed by DOE.
- b. Proposal support and development work.
- c. Travel to support procurement of equipment listed in (a) above.

The equipment with a procurement lead-time beyond this POP including work activities beyond 90% design, site and facility preparation and Integrated Control System (ICS) upgrade activities under Contract Line Item Number (CLIN) 0006 are delayed in accordance with the NNSA Pause letter and additional spending on other existing procurements and subcontracts should be minimized and

coordinated with the CO. However, upgrades to the existing ICS at the Portsmouth facility are to continue under CLIN 0002 as noted in Section B.

The additional work activities that are authorized during this POP are described in DOE letter PPPO-01-10015321-21, dated July 27, 2021 including:

- a. Review and incorporation of the recommendations from the NNSA Independent Project Review into project documentation;
- b. Review of specific design concerns regarding the Cost/Benefits associated with the proposed design changes to the proven Sequoyah Fuels design (The basis for these changes shall be incorporated into project documentation; and
- c. Activities to support preparation of documentation for a DOE Order 413.3B review of the UF4 modification project.

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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 under which the item is being delivered.
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering the Contract, as identified in Section G of the Contract, or if none, to the Contracting Officer.

D.2 SECURITY REQUIREMENTS

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

PART I – THE SCHEDULE

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

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

E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE

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

E.3 INSPECTION BY REGULATORY AGENCIES

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

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

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

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

F.3 PERIOD OF PERFORMANCE

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

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

The services specified by this Contract shall be performed at the following locations: Portsmouth, Ohio and Paducah, Kentucky with some management functions performed at an office located in Lexington, Kentucky; **or as directed by the Contracting Officer or the Portsmouth Paducah Project Officer Manager.**

F.5 DELIVERABLES

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

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

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

PART I – THE SCHEDULE

SECTION G

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SECTION G**CONTRACT ADMINISTRATION DATA****G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

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

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

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

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

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

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

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

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

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

(b) Other Correspondence.

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

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

(1) Contracting Officer

Name: Daniel Burke

Telephone number (859) 219-4052

Email address: Daniel.Burke@pppo.gov

U.S. Department of Energy

Portsmouth/Paducah Project Office

1017 Majestic Drive, Suite 200

Lexington, KY 40513

(2) Contracting Officer's Representative

Name of Contracting Officer's Representative: **Joel Bradburne**

Telephone number: **(740) 897-3822**

Email address: **Joel.Bradburne@pppo.gov**

U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513

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

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

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

must be shown and the DPLH summary completed, if applicable.

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

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

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

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

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

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

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

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

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

(a) The Contracting Officer will document the Contractor's performance under this Contract (including any task orders placed against it, if applicable) by using the Contractor Performance

Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

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

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

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

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 SALES OF CONVERSION PRODUCTS AND EXCESS URANIUM INVENTORY

(a) Definitions:

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

Contractor from the sale of DUF6 or DUF6 conversion products under this Contract.

(b) Sales:

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

- (5) Detailed cost impact to current or projected operations including cost reduction and/or cost increases to the current or projected method of operations and any costs to be incurred in order to conduct sales.
 - (6) Projected sales proceeds.
 - (7) Estimated net acquisition savings.
 - (8) Estimated negative Contract savings, if any.
 - (9) Description of how the DUF6 Contractor's accounting system will track the costs and sales proceeds associated with the proposed sale.
 - (10) Identification of increased or decreased funding by fiscal year needed to implement the DUF6 Contractor's proposal, including funds for operations and capital improvements.
 - (11) Description and estimate of Government costs.
 - (12) Any projected impact to the environment and safety or health of project employees, site workers, and general public.
 - (13) Identification of any changes to the Contract requirements, terms or conditions necessary to implement the DUF6 Contractor's proposal.
 - (14) Identification of any permits and/or licenses required.
 - (15) A statement of the time by which a Contract modification accepting the DUF6 Contractor's proposal must be issued in order to achieve the maximum cost reduction or sales proceeds, noting any effect of delay or acceleration of approval on the Contract completion time or delivery schedule.
 - (16) Identification of incurred and estimated DUF6 Contractor's development implementation costs.
 - (17) Identification of the projected customers and their proposed use(s) of proposed sales products or inventory.
- (d) Government Action:
- (1) The Contracting Officer will notify the DUF6 Contractor of the status of the DUF6 Contractor's proposal within thirty calendar days after receipt by the Contracting Officer. If additional time is required, the Contracting Officer will notify the DUF6 Contractor within the thirty day period and provide the

reason for the delay and the expected date of the decision. The Government will not be liable for any delay in approving or rejecting the DUF6 Contractor's proposal.

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

- (h) The DUF6 Contractor may not be the sole product sales agent for the Government. The Government reserves the right to use or otherwise dispose of any or all DUF6 and products, including disposition to third parties. In particular, the Government retains the right to encourage and promote third party use of DUF6 or any product.

H.2 DOE-H-2002 NO THIRD PARTY BENEFICIARIES (OCT2014)

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

H.3 DEFINITIONS

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

- (A) “BWCS” means BWXT Conversion Services, LLC. (BWCS) and its first and second tier subcontractors performing work under DOE Contract DE- AC30-11CC40015.
- (B) “BWCS Portsmouth” means BWCS and its first and second tier subcontractors at the Portsmouth Gaseous Diffusion Plant Site.
- (C) “BWCS Portsmouth Incumbent Employees” means employees who, as of the date of award (1) hold regular appointments or who are regular employees on the rolls of BWCS; and (2) are employed at the Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC30-11CC40015.
- (D) “BWCS Paducah” means BWCS and its first and second tier subcontractors at the Paducah Gaseous Diffusion Plant Site.
- (E) “BWCS Paducah Incumbent Employees” means employees who, as of the date of award (1) hold regular appointments or who are regular employees on the rolls of BWCS; and (2) are employed at the Paducah Gaseous Diffusion Plant Site under DOE Contract DE-AC30-11CC40015.
- (F) “BWCS Lexington” means BWCS and its first and second tier subcontractors at Lexington, Kentucky.
- (G) “BWCS Lexington Incumbent Employees” means employees who, as of the date of award (1) hold regular appointments or who are regular employees on the rolls of BWCS; and (2) are employed at the BWCS Office located in Lexington, Kentucky (Lexington Office) under DOE Contract DE-AC30-11CC40015.

- (H) "FBP" means Fluor-B&W Portsmouth LLC and its first and second tier subcontractors at Portsmouth Gaseous Diffusion Plant Site under DOE Contract DE-AC30-10CC40017.
- (I) "FFS" means Fluor Federal Services, Inc. and its first and second tier subcontractor at Paducah Gaseous Diffusion Plant Site under DOE Task Order DE-DT0007774.
- (J) "Grandfathered Employees" means those employees who meet the definition of "Grandfathered Employees" set out in the B&W Conversion Services, LLC (BWCS) Pension Plan for Grandfathered Employees.
- (K) "LATA KY" means LATA Environmental Services of Kentucky, LLC (LATAKY) and its first and second tier subcontractors under DOE Contract DE-AC30-10CC40020 at the Paducah Gaseous Diffusion Plant Site.
- (L) "SST" means Swift & Staley Mechanical Contractors, Inc. (SST) and its first and second tier subcontractors under DOE Contract DE-AC30-10CC40021 at the Paducah Gaseous Diffusion Plant Site.
- (M) "USEC" means the United States Enrichment Corporation.
- (N) "USEC Employees" means those individuals who were regular employees of USEC at the Paducah Gaseous Diffusion Plant site, or at Portsmouth Gaseous Diffusion Plant site under DOE Contract DE-AC06-01OR22877.
- (O) "WEMS" means Wastren Energx Mission Support, LLC (WEMS) and its first and second tier subcontractors under DOE Contract DE-CI0000004 at the Portsmouth Gaseous Diffusion Plant Site.

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

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

PORTSMOUTH, OH

- (A) The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (B) below. If a service employee employed under DOE Contract DE-AC30-11CC40015 declines a bona fide express offer of employment under Paragraph (A) above, the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraphs (B)(1)(a) and (b) below to such employee, but shall provide all other preferences in hiring in Paragraph (B) below, as applicable.

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

- (b) Former employees of USEC under the Cold Shutdown Contract DE-AC06-01OR22877 at Portsmouth or of BWCS Portsmouth, FBP, or WEMS or any other DOE contractor or subcontractor of a DOE contractor at the Portsmouth Gaseous Diffusion Plant Site; and
- (c) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.
- (4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the Portsmouth Gaseous Diffusion Plant by BWCS Portsmouth or USEC under the Cold Standby/Shutdown Contract DE-AC05-01OR22877 and (2) who were involuntarily separated (other than for cause) from their employment at the Portsmouth Gaseous Diffusion Plant Site; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Portsmouth Gaseous Diffusion Plant Site, (2) who are not precluded from seeking employment at either the Paducah Gaseous Diffusion Plant Site or Portsmouth Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.
- (6) The Contractor will establish a training program specifically for the purpose of training individuals for the purpose specified in paragraph (B)(1)(c) above.

PADUCAH, KY

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

hiring preferences in paragraphs (1) – (5) below (subject to paragraph (A) above, in descending order of priority, any applicable collective-bargaining agreement(s), applicable law, and applicable site seniority lists as provided to the Contractor by the Contracting Officer), as set forth below.

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

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

LEXINGTON, KY

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

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

(5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the Lexington office, (2) who are not precluded from seeking employment at the Lexington office by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

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

H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(A) Contractor Employee Compensation Plan

The Contractor shall submit, for Contracting Officer approval, by close of contract transition, a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this Contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

A description of the Contractor Employee Compensation Program should include the following components;

- a. Philosophy and strategy for all pay delivery programs.
- b. System for establishing a job worth hierarchy.
- c. Method for relating internal job worth hierarchy to external market.
- d. System that links individual and/or group performance to compensation decisions.
- e. Method for planning and monitoring the expenditure of funds.
- f. Method for ensuring compliance with applicable laws and regulations.
- g. System for communicating the programs to employees.
- h. System for internal controls and self-assessment.
- i. System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(B) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services". DOE-approved standards (e.g., set forth in an advance understanding or

appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(C) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Notice to Proceed and at the time of any subsequent change to their total cash compensation. This should be the same information provided to the System for Award Management (SAM) per FAR 52.204-10.
- (3) An Annual Report of Compensation and Benefits. Report no later than March 15 of each year in iBenefits or its successor.

(D) Pay and Benefit Programs

The Contractor shall establish pay and benefit programs for BWCS Incumbent Employees and Non-Incumbent Employees as defined in paragraphs (1) and (2) below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

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

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

- (2) Non-Incumbent Employees are new hires, i.e., employees other than BWCS Incumbent Employees who are hired by the Contractor after date of award. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements. Notwithstanding the above, benefits for Grandfathered Employees shall be provided in accordance with Clause H.6.
- (3) Cash Compensation
- (a) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:
- (i) Any proposed major compensation program design changes prior to implementation.
- (ii) Variable pay program/incentives. If not already authorized under H.5(a) above of the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
- (iii) In the absence of Departmental policy to the contrary (e.g., Secretarial pay freeze) a Contractor that meets the criteria, as set forth below, is not required to submit a Compensation Increase Plan (CIP) request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund.
- The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1.0 percent in total.
 - The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 - Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.

- Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position
- (iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability. The CIP should include the following components and data:
- (1) Comparison of average pay to market average pay.
 - (2) Information regarding surveys used for comparison.
 - (3) Aging factors used for escalating survey data and supporting information.
 - (4) Projection of escalation in the market and supporting information.
 - (5) Information to support proposed structure adjustments, if any.
 - (6) Analysis to support special adjustments.
 - (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement.
 - (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year.
 - (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end.
 - (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the contractor and the Contracting Officer.
 - (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
 - (8) A discussion of the impact of budget and business constraints on the CIP amount.
 - (9) Comparison of pay to relevant factors other than market average pay
- (v) After receiving DOE CIP approval or if criteria in (d)(3)(A)(iii) are met, contractors may make minor shifts of up to 10 percent of approved CIP funds by employment category (e.g., Scientist/Engineer, Admin, Exempt, Non-Exempt) without obtaining DOE approval.

- (vi) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel not included in the CIP. For those key personnel included in the CIP, DOE will approve salaries upon the initial Contract award and when key personnel are replaced during the life of the Contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously indicated).
- (b) The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and key personnel as indicated in (e)(3)(A)(iii) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the Contract. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.
- (c) Severance Pay is not payable to an employee under this Contract if the employee:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered employment with a successor/replacement contractor,
 - (iii) Is offered employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (d) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or Task Order.

(E) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans that increase costs or are contrary to Departmental policy or written instruction until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans. Changes shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction. To the extent that the Contractor has not submitted a new benefit plan or changes to existing benefit plans for approval

on the basis that it does not increase costs and such new plan or change to existing plan does in fact increase costs, any increase in costs may be considered unreasonable and will likely be determined unallowable

- (2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below, except for defined benefit plans that are closed to new entrants. The studies shall be used by the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison method for both bargaining and non-bargaining unit employees shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs. To the extent that the value studies do not address post-retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for those benefits using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.
 - (a) A Ben-Val for non-bargaining unit employees every two years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies.
 - (b) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval, unless waived in writing by the Contracting Officer.
- (5) When the benefit costs as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.

- (6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of the Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and the cost as a percent of payroll in accordance with its corrective action plan.
 - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.
 - (8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
 - (9) Each contractor sponsoring a pension and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan and participating in a conference call to discuss the contractor submission (see (g)(6) below for Pension Management Plan requirements).
 - (10) Each contractor will respond to quarterly data calls issued through iBenefits, or its successor system.
- (F) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
 - (2) Any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract.

(G) Basic Requirements

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

- (1) The Contractor shall become the sponsor of the existing pension and other benefit plans (or comparable successor plans), including other post-retirement benefit

(PRB) plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

- (2) Each contractor's defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the contractor must conduct a full-scope audit satisfying ERISA section 103. Alternatively, the contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104. While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.
- (4) For existing Commingled Plans, the Contractor shall maintain and provide annual Separate Accounting of DOE liabilities and assets as for a Separate Plan.
- (5) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (6) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.
- (7) The Pension Management Plan (PMP) shall include a discussion of the Contractor's plans for management and administration of all pension plans consistent with the terms of this Contract. The PMP shall be submitted in the iBenefits system, or its successor system no later than January 31 of each applicable year. A full description of the necessary reporting will be provided in the annual management plan data request. Within sixty (60) days after the date of the submission, appropriate Contractor representatives shall participate in a conference call to discuss the Contractor's PMP submission and any other current plan issues.

(H) Reimbursement of Contractors for Contributions to Defined Benefit Pension Plans

- (1) Contractors that sponsor single employer or multiple employer defined benefit pension plans will be reimbursed for the annual required minimum contributions under the Employee Retirement Income Security Act (ERISA), as amended by the Pension Protection Act (PPA) of 2006 and any other subsequent amendments.. Reimbursement above the annual minimum required contribution will require prior approval of the Contracting Officer. Minimum required contribution amounts will take into consideration all pre-funding balances and funding standard carryover balances. Early in the fiscal year but no later than the end of June, the Contractor requesting above the minimum for the subsequent fiscal year, may submit/update a business case for funding above the minimum if preliminary approval is needed prior to the Pension Management Plan process. The business case shall include a projection of the annual minimum required contribution and the proposed contribution above the minimum. The submission of the business case will provide the opportunity for the Department to provide preliminary approval, within 30 days after contractor submission, pending receipt of final estimates, generally after January 1st of the calendar year. Final approval of funding will be communicated by the Head of Contracting Activity (HCA) when discount rates are finalized and it is known whether there are any budget issues with the proposed contribution amount.

(I) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(J) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer. The Contracting Officer must approve plan changes that

increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
 - (A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector defined benefit pension plans;
 - (D) the Summary Plan Description; and,
 - (E) any such additional information as requested by the Contracting Officer.
- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval as applicable (see (E)(1) above). The justification must:
 - (A) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
 - (B) provide the dollar estimate of savings or costs, and
 - (C) provide the basis of determining the estimated savings or cost.

(K) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.

- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(L) Terminating Plans

- (1) DOE contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the contractor may stipulate to a schedule of payments.

(M) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(N) Definitions

- (1) Commingled Plans. Cover employees from the contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own DOL plan number) that is distinct from corporate plan documents and identify the contractor as the plansponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger

original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

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

- (A) Benefit Plans. The Contractor shall provide pension and other benefit plans, to Grandfathered Employees and all other employees hired by the Contractor and service credit for leave as set forth below:
- (1) Grandfathered Employees. Grandfathered Employees shall be provided pension and other benefits in accordance with applicable law and any applicable collective bargaining agreement(s). Within 90 days after NTP, the Contractor shall become the sponsor of the BWCS Pension Plan for Grandfathered Employees and other existing benefit plans (or comparable successor plans if continuation of the existing plans is not practicable) including post-retirement benefit (PRB) plans, as applicable, for Grandfathered Employees and retired plan participants, with responsibility for management and administration of these plans. The Contractor shall also have responsibility for maintaining the qualified status of the plans. No employee who qualifies as a Grandfathered Employee under the BWCS Pension Plan for Grandfathered Employees shall lose the right to participate in those plans as a result of this transition.
 - (2) Non-Grandfathered Employees. Non-Grandfathered Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with this Contract, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Act.
 - (3) Notwithstanding any other clause in this Contract, the Contractor shall ensure that it becomes the sponsor of the BWCS Pension Plan for Grandfathered Employees and existing benefit plans (or comparable successor plans if continuation of the existing plans is not practicable) including post-retirement benefit (PRB) plans, as applicable, for Grandfathered Employees no later than the date that the Contractor becomes the employer for Grandfathered Employees at both the Portsmouth and Paducah Gaseous Diffusion Plant Sites, and at the Lexington office, so that there is uninterrupted and continuous participation by Grandfathered Employees in the foregoing plan(s).
 - (4) Service Credit For Leave. For BWCS Portsmouth Incumbent Employees, BWCS Paducah Incumbent Employees, and BWCS Lexington Incumbent Employees hired by the Contractor pursuant to Clause H.4; the Contractor shall carry over the length of service credit from the previous employer for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement(s) and applicable law.

- (5) Service Credit for Fringe Benefits Other Than Leave. Service credit for all individuals hired by the Contractor shall be applied consistent with any applicable collective bargaining agreement(s), applicable law, and the terms of the applicable benefit plan(s). Service credit for purposes of severance pay is subject to Clause H .5 .
- (B) Reimbursement of the Contractor Costs for Benefit Plans. The following will be subject to be reimbursed separately on a cost reimbursement basis and are not to be included as part of the firm fixed price for CLIN 0003 (Section B.2(c), Cylinder Management):
- (1) Employer contributions to the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees for which the Contractor is a sponsor under paragraph A (1) above. The Contractor as sponsor of the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees will be reimbursed for pension contributions in the amounts necessary to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.
 - (2) The costs of the post-retirement benefits plan(s) and benefits provided by such plan(s) for the Contractor's employee(s) who meet the eligibility provisions of such plan(s).
 - (3) The costs of administering and maintaining the qualified status of pension and benefit plans, including PRB plans.
 - (4) The costs of the Contractor's severance benefits for those BWCS Portsmouth Incumbent Employees, BWCS Paducah Incumbent Employees, and BWCS Lexington Incumbent Employees that were hired by the Contractor.
 - (5) Consistent with the above, the Contractor shall credit all BWCS Incumbent Employees hired by the Contractor under this Contract with their current length of service toward fringe benefits, which also includes retirement benefits and severance pay. Consistent with the terms of the plan(s), any transition of the employees from BWCS to the Contractor during the first six months of this Contract shall not constitute a break in service under the plan(s).
- (C) Annual Actuarial Evaluations. Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this Contract consistent with the plan documents. The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans

are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation and coverage testing requirements for the contractor and any of its subcontractors that are participating employers in the plans.

- (1) Meeting Test Requirements. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that indicate when the BWCS Pension Plan for Grandfathered Employees may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify when the BWCS Pension Plan for Grandfathered Employees may not meet testing requirements for the current plan year and the following plan year.
- (2) Failure to Meet Test Requirements. In the case that the approved threshold factors described above and other factors as approved or requested by the Contracting Officer indicate that the BWCS Pension Plan for Grandfathered Employees may not meet testing requirements, the Contractor shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor shall provide quarterly updates on the status for testing purposes.
- (D) Changes to the BWCS Pension Plan for Grandfathered Employees. In addition to any other provisions of this Contract, including but not limited to Clause H.5, any changes or amendments to the BWCS Pension Plan for Grandfathered Employees are subject to Contracting Officer prior approval and shall be in accordance with applicable law, including compliance with any applicable collective bargaining agreement(s).
- (E) Change in Name. The name(s) of the BWCS Pension Plan for Grandfathered Employees, and other benefit plans may change as a result of the change in sponsorship of these plans. Any references to the BWCS Pension Plan for Grandfathered Employees and other benefit plans contained in this Contract apply to these plans as renamed.

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

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

- (1) Within ten days after Notice to Proceed, the Contractor shall:
 - (a) Submit to the Contracting Officer a description of any and all workforce transition agreements that it intends to enter into with BWCS to ensure compliance with Clause H.4 during the first 90 days after Notice to Proceed and during the remaining period of performance under the Contract;
 - (b) Establish and submit to the Contracting Officer a draft written communication plan that details the communication that the Contractor and its subcontractors will engage in with BWCS and their employees or former employees, regarding implementation of the requirements set forth in Clause H.4; and
 - (c) Provide estimated costs and detailed breakouts of the costs to accomplish workforce transition activities within the timeframes specified; and
 - (d) Obtain information from BWCS, identifying the employees who have initially been identified as being at risk of being involuntarily separated. Provide and define a process as part of transition agreements required in paragraph (1)(a) above for obtaining updated and continuous information through the Transition Period regarding the identification of employees by BWCS that have been identified as being at risk of being involuntarily separated.
- (2) Within 15 days after Notice to Proceed, the Contractor shall:
 - (a) Submit to the Contracting Officer copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, describing the processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4 during the Contract Transition Period and the remaining period of performance under the Contract.
 - (b) Establish a final written communication plan with BWCS employees regarding the implementation of the hiring preferences in Clause H.4 and provide a copy to the Contracting Officer. The communication plan shall also include a communication process among the Contractor, incumbent contractor, DOE, site tenants, and incumbent union(s) representatives.
- (3) Within 30 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and draft workforce transition agreements it proposes to enter into with BWCS consistent with the requirements of Clause H.4 above.
- (4) Within 60 days after Notice to Proceed, the Contractor shall provide to the Contracting Officer:

- (a) copies of the final workforce transition agreements with BWCS consistent with the requirements of Clause H.4 above;
 - (b) a written description of the process that it will utilize in obtaining information after the Transition Period and throughout the period of performance from BWCS regarding their respective employees that have been identified by their employer as being at risk of being involuntarily separated in order for the Contractor to ensure compliance with Clause H.4; and
 - (c) copies of all and any written agreements in which it has entered with BWCS for transitioning their respective employees pursuant to Clause H.4.
- (5) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.4, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.
- (a) During the 90 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or
 - (b) More frequently if requested by the Contracting Officer.
- (6) The Contractor shall implement the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by DOE through the Contracting Officer.
- (B) Benefits Transition Planning. The Contractor shall submit a written draft Benefits Transition Plan for the approval of the Contracting Officer, as set forth herein.
- (1) The Benefit Transition Plan will include:
- (a) A detailed description of the Contractor's plans and procedures showing how the Contractor will comply with Clause H.5, and this Paragraph (B).
 - (b) A detailed description of the Contractor's policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
 - (c) A written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, will be amended or restated on or before the last day of the 90 day Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the

Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.

(2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.

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

(1) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transitioning of the existing pension plan and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes the sponsor of the B&W Conversion Services, LLC Pension Plan for Grandfathered Employees and contact information for the above personnel; and

(2) Request BWCS to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day Transition Period.

(3) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.

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

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

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

(1) The draft Benefits Transition Plan; and

- (2) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clause H.5 including requirements pertaining to the transition of employee benefit plans; and
 - (3) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for BWCS, if and when necessary. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clause H.5 and, including execution of transition agreements with BWCS. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.
- (d) Within 30 days after Notice to Proceed, the Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer
- (e) Within 45 days after Notice to Proceed, the Contractor shall:
- (1) Provide to the Contracting Officer draft or proposed final versions of the following documents as set forth below –
 - (i) drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BWCS, including but not limited to amendments effectuating the change in sponsorship. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by BWCS. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans.
 - (ii) drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
 - (iii) drafts of the transition agreements which the Contractor will enter into with BWCS, to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clause H.5.
 - (f) No later than 60 days after Notice to Proceed and prior to the adoption or execution of those documents, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of the documents provided in paragraph (e) above.

- (g) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (h) After the Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
 - (1) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and
 - (2) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5.
 - (3) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the contracting officer for each response and if no timeframe is specified, the contractor shall provide the data response within one calendar day.

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

- (A) If this Contract expires and/or terminates and DOE has awarded a contract under which a new contractor becomes a sponsor and assumes responsibility for management and administration of the pension or other benefit plans covering active or retired employees with respect to service at the Portsmouth Gaseous Diffusion Site, Paducah Gaseous Diffusion Site, and the Lexington Office (collectively, the "Plans"), the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans consistent with direction from the Contracting Officer. If a Commingled plan is involved, the Contractor shall:
 - (1) Spin off the DOE portion of any Commingled Plan used to cover employees working at the DOE facilities into a separate plan. The new plan will normally provide benefits similar to those provided by the commingled plan and shall carry with it the DOE assets on an accrual basis market value, including DOE assets that have accrued in excess of DOE liabilities.

- (2) Bargain in good faith with DOE or the successor contractor to determine the assumptions and methods for establishing the liabilities involved in a spinoff. DOE and the contractor(s) shall establish an effective date of spinoff. On or before the same day as the contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (B) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans, at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
 - (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.9 LABOR RELATIONS

- (A) The Contractor shall respect the right of employees to organize, form, join, or assist labor organizations; bargain collectively through their chosen labor representatives, engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities. Consistent with applicable labor laws and regulations for work currently performed by members of United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied

- Industrial and Service Workers Union, Paducah Local 550 and Portsmouth Local 689 (USW) on the effective date of this Contract, the Contractor agrees to initially consult with USW regarding the initial terms and conditions of employment and to recognize USW as the collective bargaining representative for employees performing work covered in the scope of this Contract, and to bargain in good faith to a collective bargaining agreement(s) that gives due consideration to applicable terms and conditions of the existing BWCS collective bargaining agreement(s) for work at the Paducah Gaseous Diffusion Plant Site and Portsmouth Gaseous Diffusion Plant Site. See also FAR Subpart 22.5.
- (B) The Contractor shall submit its economic bargaining parameters for which DOE reimburses costs to, and obtain the approval of, the Contracting Officer regarding allowability of the costs, and compliance with the terms and conditions of the Contract, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining negotiations, the Contractor shall notify, and obtain the approval of, the Contracting Officer before submitting or agreeing to any collective bargaining proposal that increases or may increase allowable costs above those previously approved in the economic bargaining parameters, or that could involve changes in any pension or other benefit plans, and such other items of special interest to DOE as are identified by the Contracting Officer. The preliminary approval of the Contracting Officer under this paragraph does not waive any other terms and conditions of the Contract.
- (C) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR, Subpart 22.1 and DEAR, Subpart 970.2201 and all applicable Federal and State Labor Relations laws.
- (D) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into the Contract period of performance should, to the extent that the parties voluntarily agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (D) in any subcontracts.
- (E) In addition to FAR 52.222-1, Notice to the Government of Labor Disputes, and other requirements in the contract, the Contractor shall immediately notify the Contracting Officer or designee of all labor relations issues and matters of interest including, but not limited to, organizing initiatives, unfair labor practice charges or complaints,

work stoppages, picketing, labor arbitrations, National Labor Relations Board charges, legal or judicial proceedings, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.

- (F) The Contractor shall immediately notify the Contracting Officer or designee of any planned or actual strike or work stoppage involving its employees or employees of a subcontractor.
- (G) The Contractor shall provide the Contracting Officer or designee a copy of all arbitration decisions issued by an arbitrator within one week of receipt of the decision.
- (H) The Contractor shall provide the Contracting Officer with a "Report of Settlement" after ratification of a collective bargaining agreement by accessing and inputting the information into the Labor Relations Module (GCLR) of DOE's iBenefits reporting system, or its successor system, during the next open quarter. Such information shall include negotiated wages, pension, medical and other benefits costs, and a copy of the collective bargaining agreement and any subsequent modifications.
- (I) The Contractor shall provide to the Contracting Officer a semi-annual report on grievances for which further judicial or administrative proceedings are anticipated and all final grievances or other. Within one day of receipt, the Contractor shall provide information on all arbitration requests. The reports are due June 30 and December 31, of each year, and should include the following information:
 - 1. List of all final grievances filed during the previous six-month period and grievances for which further judicial or administrative proceedings are anticipated, together with the dates filed;
 - 2. A brief description of issues regarding each grievance;
 - 3. If settled, the date of settlement, and terms of the settlement. If a denial is made at the final step and the period for requesting arbitration passes, report the matter as closed;
 - 4. If not settled during the six-month reporting period, carry the item over to the subsequent six-month reporting periods until settlement, request for arbitration, closure, or other proceeding occurs.
 - 5. A copy of all arbitration decisions.

H.10 WORKFORCE RESTRUCTURING

(a) The Contractor shall regularly analyze workforce requirements and develop appropriate workforce transition strategies consistent with DOE policy, as set forth in DOE O 350.3, as may be revised from time to time, to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.

- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE General Workforce Restructuring Plan, if applicable, in effect for the facility or site.
- (c) The Contractor must prepare and submit to the Contracting Officer a specific workforce restructuring plan (Specific Plan), as described below in paragraph (d), if either of the following conditions are met within a rolling 12-month period:
- (1) The Contractor intends to reduce its workforce by 100 or more employees through involuntary separation; or
 - (2) DOE will only require notification (not approval) of the contractor's voluntary separation plans of 100 employees or more, provided that such plans are consistent with the following parameters:
 1. In accordance with approved laboratory and contractor policies and contract requirements
 2. No enhanced benefits (severance or pension)
 3. No backfilling or re-employment of employees for a one-year period after severance is paid
 4. Business case submitted five days in advance of notification date that includes maximum number of voluntary separations, maximum dollars, positions/skills impacted, reasons separations are needed, including how conducting the voluntary separation plan will better position the contractor to conduct the mission work; copies of the self-select application (see 7(c))
 5. Any employee waivers or releases of claims, and a communication plan
 6. Voluntary separations are offered to employees in a non-discriminatory and legally compliant manner.
- (d) The Contractor's workforce restructuring plan shall lay out how the Contractor will conduct its workforce restructuring action at the site. The Contractor's workforce restricting plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 100 days in advance of the first communication planned to be given to the employees and public. Any other workforce restricting plans must be submitted just in advance of the first communication planned to be given to the employees and public. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.

The Contracting Officer will review and approve any workforce restricting plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any workforce restricting plan or diversity analysis, the Contractor will respond to such request within 3 business days.

The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions. Questions of cost allowability related to (a) any Self-Select Voluntary Separation Programs for which the Contractor provides only notification or (b) any involuntary separation program(s) conducted without Contracting Officer approval will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.231-71(f).

- (e) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring package submitted for approval in (d) above, and include the number of days of pay-in-lieu of notice requested, above two work-weeks, a detailed business justification, and the associated costs.
- (f) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims for both Voluntary and Involuntary Separation Plans. The forms are available on line at the website set forth in (d) above. Any deviation from the models must be approved by the Contracting Officer.
- (g) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) when the involuntary separation action(s) will affect 100 or more contractor employees within a rolling 12-month period. The analysis shall be submitted to the DOE or National Nuclear Security Administration (NNSA) site counsel, as applicable, prior to notification of employees selected for involuntary separation, and may be used by DOE in determining cost allowability.

H.11 LABOR STANDARDS

- (a) The Contracting Officer will determine the appropriate labor standards that apply to specific work activities in accordance with the Wage Rate Requirements (Construction) statute (formerly known as the Davis-Bacon Act (DBA)), the Service Contract Labor Standards (SCLS) statute (formerly known as the Service Contract Act of 1965 (SCA)), or other applicable Federal labor standards law. Prior to the start of any proposed work activities, the Contractor shall request a labor standards determination from the Contracting Officer for specific work activities by submitting proposed work packages that describe the specific activities to be performed for particular work and other information as necessary for DOE to make a determination regarding the appropriate labor standard(s) for the work or aspects of the work. Once a determination is made and provided to the Contractor, the Contractor shall comply with the determination and shall ensure that appropriate labor standards clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (b) The Contractor shall comply, and shall be responsible for compliance by any subcontractor, with the Wage Rate Requirements (Construction), the Service Contract

Labor Standards, or other applicable labor standards law. The Contractor shall conduct such payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE. When performing work subject to the Wage Rate Requirements (Construction), Contractor shall maintain payroll records for a period of three years from completion of the Contract, for laborers and mechanics performing the work. In accordance with FAR 52.222-41(g) and FAR 52.222-6(b)(4), the Contractor and its subcontractors shall post in a prominent job-site location, the wage determination and, as applicable, Department of Labor Publication: WH-1231, *Notice to Employees Working on Federal or Federally Assisted Construction Projects* and/or WH-1313, *Notice to Employees Working on Government Contracts*.

- (c) For subcontracts determined to be subject to the Service Contract Labor Standards, the Contractor will prepare Standard Form 98 (e98), *Notice of Intention to Make a Service Contract and Response Notice*. This form is available on the Department of Labor website at: <http://www.dol.gov/whd/govcontracts/sca/sf98/index.asp>. The form shall be submitted to the Contracting Officer.
- (d) In addition to any other requirements in the Contract, Contractor shall as soon as possible notify the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from contractor or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4,6, and 8 and as defined in FAR 52.222-41(t); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract or a subcontract. The Contractor shall furnish such additional information as may be required from time to time by the Contracting Officer.
- (e) The Contractor shall prepare and submit, to the Contracting Officer, the DBA Semi-Annual Enforcement Report, Form OMB 1910-5165, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://ibenefits.energy.gov>) or its successor system.

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

- (a) Contractors, other than those whose workers' compensation coverage is provided through a state funded arrangement or a corporate benefits program, shall submit to the Contracting Officer for approval all new compensation policies and all initial proposals for self-insurance (contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation).
- (b) Workers compensation loss income benefit payments, when supplemented by other programs (such as salary continuation, short-term disability) are to be administered so

that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.

- (c) Contractors approve all workers compensation settlement claims up to the threshold established by the Contracting Officer for DOE approval and submit all settlement claims above the threshold to DOE for approval.
- (d) The Contractor shall obtain approval from the CO before making any significant change to its workers compensation coverage and shall furnish reports as may be required from time to time by the CO.

H.13 DOE-H-2006 DEFENSE NUCLEAR FACILITIES SAFETY BOARD (OCT2014)

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facilities Safety Board (DNFSB), which are contained in implementation plans, and other DOE correspondence to the DNFSB (Department of Energy Implementation Plan for Defense Nuclear Facilities Safety Board Recommendation 95-1, Improved Safety of Cylinders Containing Depleted Uranium, October 16, 1995). The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations, which affect or can affect Contract work. Based on the COR's direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary in a safe and efficient manner. The Contractor shall maintain a document process consistent with the DOE manual on interface with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

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

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

H.15 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT2014)

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

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

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

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

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

Responsible Corporate Official:

Atkins C. Ernest Edgar, Senior Vice President and General Counsel, Atkins US Holdings, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607
Telephone: (813) 281-3626/Facsimile (813) 281-2691
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Stanley (Bob) Cochran, President
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Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

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

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

Corporate Board of Managers:

Chairman:
Alan M. Parker
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Outside Director
5937 Wilson Road
Arlington, Virginia 22310
Telephone: (571) 241-6997
tylerpr@gmail.com

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

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

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

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in

conformance with this Contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this Contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this Contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

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

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

H.19 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014) – CLIN0003

- (a) This clause only applies to a fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; or a covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix).

(b) Definitions. As used in this clause-

Acceptable Contractor business systems means Contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "Contractor business systems" in this clause.

Contractor business systems means— -

- (1) Accounting system, if this Contract includes the Section H clause Accounting System Administration;
- (2) Earned value management system, if this Contract includes the Section H clause Earned Value Management System;
- (3) Estimating system, if this Contract includes the Section H clause Cost Estimating System Requirements;
- (4) Property management system, if this Contract includes the Section H clause Contractor Property Management System Administration; and
- (5) Purchasing system, if this Contract includes the Section H clause Contractor Purchasing System Administration.

Significant deficiency, in the case of a Contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (c) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this Contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.
- (d) Significant deficiencies. (1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.
- (2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.
- (e) Withholding payments.
- (1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this Contract, the Contracting Officer will direct the Contractor, in writing, to withhold five percent from its invoices until the Contracting Officer has

determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either— -

- (i) Correct the deficiencies; or
 - (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain— -
 - (A) Root cause(s) identification of the problem(s);
 - (B) The proposed corrective action(s) to address the root cause(s);
 - (C) A schedule for implementation; and
 - (D) The name of the person responsible for the implementation.
- (2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.
- (3) Payment withholding percentage limits.
- (i) The total percentage of payments withheld on amounts due on this Contract shall not exceed— -
 - (A) Five percent for one or more significant deficiencies in any single Contractor business system; and
 - (B) Ten percent for significant deficiencies in multiple Contractor business systems.
 - (ii) If this Contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.
- (4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this Contract:
- (i) Interim payments under— -
 - (A) Cost-reimbursement contracts;

- (B) Incentive type contracts;
 - (C) Time-and-materials contracts; or
 - (D) Labor-hour contracts.
 - (ii) Progress payments to include fixed-price contracts.
 - (iii) Performance-based payments to include fixed-price contracts.
- (5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete and the items were accepted by the Government.
- (6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this Contract.
- (7) Notwithstanding the provisions of any clause in this Contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.
- (8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.
- (f) Correction of deficiencies.
- (1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.
- (2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:
- (i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this Contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this Contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.
 - (ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (e) of this clause, and not invoice for any monies previously withheld.
 - (iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments,

and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

- (iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.
- (v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this Contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

H.20 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that—

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems; and
- (4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's—

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.
- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1) (FAR 9.601), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either—
 - (1) The total prime contract value exceeds \$50 million, including options; or
 - (2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.
- (d) *System requirements.* (1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
 - (2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after Contract award that—
 - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
 - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

- (3) The Contractor shall—
- (i) Comply with its disclosed estimating system; and
 - (ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.
- (4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:
- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
 - (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
 - (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
 - (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
 - (v) Provide for adequate supervision throughout the estimating and budgeting process.
 - (vi) Provide for consistent application of estimating and budgeting techniques.
 - (vii) Provide for detection and timely correction of errors.
 - (viii) Protect against cost duplication and omissions.
 - (ix) Provide for the use of historical experience, including historical vendor pricing information where appropriate.
 - (x) Require use of appropriate analytical methods.
 - (xi) Integrate information available from other management systems.
 - (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
 - (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.
 - (xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.
 - (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
 - (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.

- (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (FAR) (48 CFR chapter 1) and Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9).
- (e) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
- (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (g) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

H.21 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT2014)

(a) *Definitions.* As used in this clause—

- (1) *Acceptable accounting system* means a system that complies with the system criteria in paragraph (c) of this clause to provide reasonable assurance that—
- (i) Applicable laws and regulations are complied with;
 - (ii) The accounting system and cost data are reliable;
 - (iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) *Accounting system* means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) *Significant deficiency* means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General*. The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause Contractor Business Systems, and also may result in disapproval of the system.

(c) *System criteria*. The Contractor's accounting system shall provide for—

- (1) A sound internal control environment, accounting framework, and organizational structure;
- (2) Proper segregation of direct costs from indirect costs;
- (3) Identification and accumulation of direct costs by contract;
- (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
- (5) Accumulation of costs under general ledger control;
- (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
- (7) Approval and documentation of adjusting entries;
- (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
- (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;

(10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;

(11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;

(12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;

(13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;

(14) Segregation of preproduction costs from production costs, as applicable;

(15) Cost accounting information, as required—

(i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and

(ii) To readily calculate indirect cost rates from the books of accounts;

(16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;

(17) Adequate, reliable data for use in pricing follow-on acquisitions; and

(18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(d) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

- (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

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

- (a) *Definitions.* As used in this clause—

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) *General.* The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after Contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

- (c) *System criteria.* The Contractor's purchasing system shall—

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);
- (2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet Contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
- (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if—
 - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the Contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or
 - (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed

under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Significant deficiencies.* (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

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

(a) *Definitions.* As used in this clause—

Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) *General.* The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after Contract award. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) *System criteria.* The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.

(d) *Significant deficiencies.* (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.

(3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action; and
- (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(f) *Withholding payments.* If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

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

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of Contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.
- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the

Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

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

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

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

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

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

- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

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

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

Fill-in 1: All activities under Section C:

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

- (a) The work under this Contract includes the operation of nuclear facilities. The Contractor recognizes that such operations involve the risk of a nuclear incident which, while the chances are remote, could adversely affect the public's health and safety and the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risks involved.
- (b) As used in this clause, the term "nuclear materials" is a collective term which includes source material, special nuclear material, and those other materials to which, by direction of DOE, the provisions of DOE's Orders or Directives regarding the control of nuclear materials, which have been or may be furnished to the Contractor by DOE, apply. The Contractor shall accept existing procedures and, in a manner satisfactory to the Contracting Officer, propose revised, as appropriate, accounting and measurement procedures, maintain current records and institute appropriate control measures for nuclear materials in its possession commensurate with the national security and DOE policy. The Contractor shall make such reports and permits subject to inspection as DOE may require with reference to nuclear materials. The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.
- (c) Transfers of nuclear materials shall only be made with the prior written approval of the Contracting Officer, or authorized designee. Nuclear materials in the Contractor's possession, custody, or control shall be used only for furtherance of the work under this Contract. The Contractor shall be responsible for the control of such nuclear materials in accordance with applicable DOE Orders and Directives regarding the

control of nuclear materials, which have been or may be issued to the Contractor by DOE. The Contractor shall make a part of each purchase order, subcontract, and other commitment under this Contract involving the use of nuclear materials for which the Contractor has accountability, appropriate terms and conditions for the use of nuclear materials and the responsibilities of the subcontractor or vendor regarding control of nuclear materials. In the case of fixed-price purchase orders, subcontracts, or other commitments involving the use of nuclear materials for which the Contractor has accountability, the terms and conditions with respect to nuclear materials shall also identify who has the financial responsibilities, if any, regarding such items as losses, scrap recovery, product recovery, and disposal.

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

(a) Sections B through J of the Contract set forth various performance and end state requirements. As part of its proposal dated Fill-in 1: November 25, 2015, the Contractor has proposed commitments towards achieving those performance and end state requirements. Identified below in paragraph (b) are performance commitments proposed by the Contractor. These performance commitments may be included in the performance criteria for earning fee in accordance with Section J-13 Performance Evaluation and Measurement Plan.

(b) Contract Period – Contractor Performance Commitments

- Process 74,993 Metric Tons of Depleted Uranium Hexafluoride.
- Implementation of visual aids to ensure restriction of 35 cylinders max in staging area.
- Procedures – complete a detailed review of procedure to include HuP tools.
- Procedures – issue routine procedures changes on the same day each week.
- Work Planner will create production and maintenance work packages using three related systems: the virtual cylinder yard model, manufacturing resources planning (MRP), and computerized maintenance management system (CMMS).
- Each line will undergo a quarterly outage with each event lasting 7 days or less. All lines will be shut down at the same time once per year.
- Upgrade CID and provide an integrated cylinder, product, and waste tracking system
- Upgrade cylinder S&M plan with approach during transition.
- Commit to an evaluation of the cost, safety, and reliability impacts of leasing new equipment versus continuing to maintain equipment near end of life within the first 90 days of contract start.
- On NTP, MCS will work with DOE to develop revised functional requirements and gain approval with the plan to implement new CID within first year of contract

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

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

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

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

H.32 OBSERVANCE OF FEDERAL HOLIDAYS

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

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

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph(a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an additional period of performance or entitlement of compensation except as set forth within the contract

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

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

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

- (a) In accordance with the clause DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:
- (1) Workers' compensation – Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.
 - (2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).
 - (3) Comprehensive bodily injury liability - \$500,000.

- (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
 - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
 - (6) Comprehensive automobile property damage - \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the Contract.

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

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

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

- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work and interface with other DOE contractors.

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

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

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

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

- (a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontracts have been determined to be major or critical subcontracts:
 - No Major or Critical Subcontracts Identified.
- (b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the

Contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

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

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

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

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

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

Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the Contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire

(lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.

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

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

DESIGNATED KEY PERSONNEL

NAME	TITLE
<u>T. Zack Smith</u>	Project Manager
<u>D. Scott Nicholson</u>	Environment, Safety, Health and Quality Manager
<u>Peter W. Coutts</u>	Plant Manager- Portsmouth
<u>James Barker</u>	Plant Manager- Paducah
<u>Adam Goldberg</u>	Chief Process Technology Officer / Chief Engineer
<u>Vacant</u>	Implementation Process Technology Officer / Site Engineering Manager
<u>Sharon Shirley</u>	Business Manager/ Chief Administration Officer

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

- (b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the Contract. All key personnel shall be permanently assigned to their respective positions.
- (c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

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

H.43 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT2014)

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, Attachment J-1 or identified elsewhere in the Contract.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on Contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the Contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other Contract terms and conditions, including cost and schedule, associated with the revision pursuant to the Section I clause (s) of this Contract at FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987), ALTERNATE I (APR 1984) and FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987), ALTERNATE II (APR 1984).
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

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

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

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

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

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

1. BASIC REQUIREMENTS.
 - a. Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.
 - b. Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (See DEAR 970.5070, Indemnification, and DEAR 950.70, Nuclear Indemnification of DOE Contractors).
 - c. Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307, Insurance Under Cost Reimbursement Contracts, FAR

- 31.205-19, Insurance and Indemnification, DEAR 952.231-71 Insurance-Litigation and Claims, and DEAR 970.5228-1, Insurance-Litigation and Claims.
- d. Demonstrate that the insurance program is being conducted in the government's best interest and at reasonable cost.
 - e. The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
 - f. When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
 - g. Ensure self-insurance programs include the following elements:
 - (1) Compliance with criteria set forth in FAR 28.308, Self-Insurance. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention (SIR) such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The SIR components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
 - (2) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.
 - (3) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
 - (4) Accounting of self-insurance charges.
 - (5) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
 - (a) The claims reserve shall be held in a special fund or interest bearing account.
 - (b) Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
 - (c) Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer's review.

- (d) Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- h. Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges from the DOE Contract.
- i. Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.

2. PLAN EXPERIENCE REPORTING.

The Contractor shall:

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

3. TERMINATING OPERATIONS.

The Contractor shall:

- a. ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- b. identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.

- c. reach agreement with DOE on the handling and settlement of self insurance claims incurred but not recorded at the time of Contract termination; otherwise, the Contractor shall retain this liability.

4. SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION

The Contractor shall:

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

H.46 TRANSITION TO FOLLOW-ON CONTRACT

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

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

H.47 MODIFICATION AUTHORITY

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

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

H.48 FINANCIAL MANAGEMENT SYSTEMS

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

H.49 DOE CONTRACT ADMINISTRATION, OVERSIGHT AND SAFETY OVERSIGHT

- (a) The PWS presents significant work scope challenges to the Contractor, and makes it imperative that DOE has a focused approach to oversight of Contractor work. The approach shall provide effective DOE oversight of project work, yet it must not present the Contractor with burdensome or "non-value added" work related distractions.
- (b) DOE's oversight approach shall include reviews of periodic administrative progress reports submitted by the Contractor and direct observation by DOE employees of Contractor work in progress. Additionally, DOE's oversight approach will rely heavily on the established Contractor Assurance System, as defined and required by DOE O 226.1, Implementation of Department of Energy Oversight Policy.
- (c) DOE's oversight of work in progress will include specific provisions for the designation and qualification of DOE employees conducting oversight activities. This will include the following elements:
 - (1) The number of DOE employees providing technical direction to the Contractor will be limited and formally designated, by name, in writing by the CO; and
 - (2) DOE employees assigned oversight responsibilities will be trained and qualified in areas of technical competency. The areas of technical competency will focus on the work conducted by the Contractor (e.g., waste packaging, facility demolition, facility

decontamination, crane operation, heavy-lifting safety, nuclear and general safety oversight.)

(d) DOE's oversight activities will focus primarily on assuring the safe operation of DUF6 conversion facilities at Portsmouth, OH and Paducah, KY. DOE's oversight will be conducted in a tailored and proactive manner with minimal interference with project progress. The Contractor shall respond to DOE oversight and to concerns, findings and observations as identified by the CO or COR during the conduct of these oversight activities. The six fundamental areas of oversight are as follows:

- (1) Project Management Oversight: This includes daily field inspections and the monthly and quarterly assessment of project status, which will be used to determine and validate project performance.
- (2) Contract Management Oversight: Administration and monitoring of the prime Contract will be in accordance with the Contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements.
- (3) Financial Management Oversight: DOE will review budgetary data submitted by the Contractor to be provided into the Integrated Planning, Accountability, and Budgeting System (IPABS). DOE will review the status of designated management commitments. DOE or its designee will monitor and audit Contractor financial management systems funds management practices and procedures, and accounting practices to ensure compliance with applicable regulations and statutes.
- (4) Daily Oversight: DOE Facility Representatives, Project Managers and Subject Matter Experts will conduct daily oversight. The purpose of this oversight will be to assess compliance with the terms and conditions of the Contract and to assure effective safety oversight. In addition to this daily involvement, the Contractor shall support:
 - (1) DOE's safety oversight, which includes the capability for examining, assessing and auditing by all levels of the DOE organization;
 - (2) Senior Management walkthroughs, conducted in areas or locations where work is ongoing;
 - (3) Periodic Walkthroughs by regulators, Defense Nuclear Facilities Safety Board (DNFSB), or DOE Headquarters personnel; and
 - (4) Employee concerns elevated to DOE for evaluation
- (5) Cyber Security Assessments: DOE Mission Information Protection Program subject matter experts will conduct cyber security assessments and site assist visits that will include a review of cyber security documentation, NIST SP 800-53 security control implementation and active penetration testing of the IT infrastructure.
- (6) Scheduled Assessments: DOE will publish a quarterly oversight schedule of assessments on the PPPO web site. Adjustments will be made no fewer than 30 days

prior to any planned assessment (with the exception of a “For Cause” review.) Assessment reports will be formally transmitted to the Contractor for development of a corrective action plan, if required. DOE will verify and validate the Contractor’s effectiveness in correcting the root cause problem of the concerns and findings.

- (e) The CO shall designate the COR for giving technical direction by separate letter. The Contractor shall use the COR as the primary point of contact on technical matters (See the Correspondence Procedures clause, Section G, for definition), subject to the restrictions of Section I clause entitled *DEAR 952.242-70 Technical Direction*. Other individuals, to be identified by the CO, may be delegated with administrative COR authority.

H.50 RESERVED

H.51 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

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

H.52 SOFTWARE MADE AVAILABLE FOR CONTRACTOR’S USE

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

H.53 GOVERNMENT-FURNISHED SERVICES AND ITEMS

- (a) DOE and the Contractor recognize that implementation of the PWS in an

optimized fashion is dependent upon many activities, including the Government Furnished Services and Items (GFSI) identified below.

- (b) Within thirty (30) days after the Notice to Proceed and by September 1 prior to each fiscal year end, the Contractor shall provide the CO a projection of its needed GFSI for the upcoming fiscal year in the format of updating Section J, Attachments J-4b and J-5, and Table H-1. The Contractor shall also provide quarterly updates to this projection, if changes occur, to the CO. Amendments to the projection, if any, shall be provided to the CO 45 days in advance of the GFSI need date
- (c) DOE will review each Contractor submittal of GFSI needs and, within 15 calendar days, notify the contractor whether it will provide the requested GFSI. If DOE will not provide the GFSI by the need date requested by the Contractor, DOE will identify when it will provide the requested GFSI within 30 days of the request.
- (d) All equipment, supplies and other materials needed to perform this work and not included as Government furnished equipment shall be supplied by the Contractor. The listing of Government furnished property for this Contract can be found in Section J-16, Government Furnished Equipment.

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

H.54 INTEGRATED CONTRACTOR WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS

A. Project Control System

The Contractor shall establish, maintain and use a work control system that accurately records and reports the Contract performance against the requirements of the Contract and accurately reflects the total estimated cost of the Contract exclusive of fee as stated in Section B.2 of the Contract for the work scope and period of performance being authorized for CLIN 0002. The work control system shall employ the Earned Value Management method or an alternate performance management method and shall be consistent with Department of Energy

(DOE) and EM policies and guidance for operations activities contained in Section J Attachment, J-15 “Integrated Contractor Work Control Systems and Reporting Requirements Clause,” paragraphs A.1. The Contractor shall submit a Work Controls System Description (WCSD) or a Project Controls System Description (PCSD) during the Transition Operations Phase.

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

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

B. Baseline Development and Performance Reporting

The Contractor’s planning and performance reporting processes shall provide DOE with the supporting data for an independent assessment of the Contractor’s work execution plan, basis of cost and schedule estimates, measurement basis of progress reporting and change control process. The Contract Performance Baseline (CPB) represents the cost, schedule, and scope as it relates to the total estimated cost of the Contract exclusive of fee and any Contract overrun as stated in Section B of the Contract for the work scope and performance period being authorized. The CPB includes all work identified in this Contract consistent with policies and guidance as set forth in Attachment J-15, “Integrated Contractor Work Control Systems and Reporting Requirements Clause,” and this Contract).

The CPB cost and schedule allocations must be documented at a WBS level where work activities, their costs and schedule, are planned and managed by the Contractor and are consistent with the schedule of prices in the Contract as ratified. The CPB supporting documentation should demonstrate that the Contractor has put in place planning and management processes and qualified personnel to execute the work in a safe and efficient manner

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

- **Initial and Interim Contract Performance Baseline Submittal**
 - Within the Contract Transition Operations Phase as defined in this Contract, the Contractor shall develop and submit for CO approval:
 - i An Initial CPB¹ for the Contract performance period that reflects the Contractor’s cost proposal with any revisions resulting from negotiations leading to Contract award. (See Section J, Deliverable List)

¹ Initial CPB is simply the baseline plan at Contract award. It should be the scope, cost and schedule as submitted

with the Contractor's proposal with any revisions resulting from negotiations leading to Contract award.

- An interim CPB² that provides work planning, measurement and management details as listed below to cover approximately the first 15 months³ of performance starting from the award date or Notice to Proceed as applicable. **(See Section J, Deliverable List)** The Contracting Officer will notify the Contractor of the exact timeframe to be used for the Interim CPB. The Interim CPB shall include:
 1. Product-Oriented Work Breakdown Structure (WBS) and WBS dictionary aligned with work scope deliverables;
 2. Integrated Resource Loaded Schedule at work-package level to track monthly performance for the interim period;
 3. Work Management Plan that includes Work (or Project) Control System description, Change Control process description, Contractor's project team with roles and responsibilities; and
 4. Annual work plans covering the interim CPB planning period for operations activities.
- If Contract modifications are negotiated within the Transition Operations Phase, the Contractor shall incorporate these approved modifications into the Interim CPB. Subsequent modifications negotiated after the Contract Implementation Period will be incorporated in the Interim CPB through Contract modification and baseline change approvals.
- The Contractor shall immediately begin performance reporting against the Interim CPB as submitted to the Contracting Officer and before receiving approval of the Interim CPB. If the Contractor plans to use an EVMS, the system must be certified to be compliant with ANSI-EIA 748 (current version), and the Interim CPB must have the necessary data elements to support EVMS certification requirements.

NOTE: If the Contractor's Initial CPB has the details described above for Interim CPB, the Contractor may request that the CO waive the separate submission requirement.

² Interim CPB is generally required within 90 days from Contract award or Notice to Proceed and will cover the first 15 months of the Contract (i.e., the Transition Operations Phase plus the first year of operations). The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.

³ The interim period will vary based on Contract award date by plus or minus 6 months, to align the end of interim period with the fiscal year. For a Contract award made on January 1, the interim period will be 21 months and for every month after that the interim period will be reduced by a month.

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

- During the first six months after the Transition Operations Phase, in addition to performing and reporting progress against the Interim CPB, the Contractor shall develop and submit for DOE approval by the DOE CO the full CPB (See section J, Attachment J-15, “Integrated Contractor Work Control Systems and Reporting Requirements Clause,” paragraph D.4.g – Typical Baseline Documents) for the remaining Contract term. These plans will include the development of the full CPB which may entail development of multiple CPB segments.
- During the first six months after the Transition Operations Phase, the Contractor shall submit for approval by the CO, the full CPB⁴ for the full scope of the Contract that is made up of CPB segments for each capital asset project and for each operations activity, and the required data to support EVMS reviews if EVMS is used. CPB segments shall be developed in accordance with applicable policy and guidance documents noted in Section J, Attachment J-15, “Integrated Contractor Work Control Systems and Reporting Requirements Clause,” paragraphs A.1 and B.1.
- The Contractor shall provide monthly status reports regarding the CPB document preparation progress to the CO.
- The full CPB submittal shall include both a hard copy and electronic files.

- **CPB and Contract Alignment**

It is critically important to DOE that the CPB remain aligned with the Contract, including any modifications, throughout the Contract period of performance. The Government may withhold some or all provisional fee payments until the Contractor has obtained CO’s approval of the interim CPB when the interim CPB is expected or the full CPB when the full CPB is expected. Similarly, if at any time during Contract performance the CPB is not aligned with the Contract some or all provisional fee payments may be withheld until alignment is re-established.

Contract Baseline Management

1. The approved CPB is the source document for reporting scope, cost and schedule performance. The CPB and changes to the CPB (initial, interim and full CPB) at all levels shall be managed using formal documented procedures as approved by the CO. The CPB does not replace or modify the Contract terms and conditions and does not create DOE obligations.

⁴The full Contract Performance Baseline (CPB) represents the cost, schedule, and the entire scope and entire period of performance as it relates to the total estimated cost of the Contract exclusive of fee as stated in Section B of the Contract for CLIN 0002. Contract Budget Base (CBB) is the cost element of the CPB and equals the estimated cost of Contract minus Fee (CBB=estimated cost of Contract- fee/profit and cost overruns).

2. The CPB must remain aligned with the Contract. For the cost element, alignment means that the sum total cost of all CPB segments must equal total estimated cost of the Contract exclusive of fee and any Contract overrun as stated in Section B of the Contract; for the schedule element, alignment means that the end date of full CPB schedule is the same as the Contract end date; and for the scope element alignment means that the WBS dictionary supporting the full CPB includes all scope in the Contract statement of work.
3. If a change to the Contract scope is required and is in accordance with the Changes clause, the Contractor shall submit the CPB change proposal concurrently with a request for Contract change proposal to the CO within the time frame specified by the CO. If the CO issues a unilateral or bilateral Contract modification, the Contractor shall submit a revised CPB in accordance with direction accompanying the Contract modification.

Any proposed changes to the CPB resulting from internal replanning shall be provided to the CO for information and/or approval consistent with the change control procedures as approved by the CO as part of the full CPB documentation.

- **Reviews**

- After completion of the Transition Operations Phase and receipt of the Contractor's Initial and Interim CPBs, DOE will complete its review to determine whether they meet the terms and conditions of the Contract. In cases where they do not meet the requirements, the Contractor shall submit a corrective action plan to the CO for DOE approval within 15 days of receipt of DOE's comments. All corrective actions shall be completed in the time frames established in the approved corrective action plan.
- Review of Contractor's Work (or Project) Control System that is based on alternate performance management (non- EVMS) process:

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

the Contractor and the Government to track and assess cost, schedule and technical performance.

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

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

1. For Contracts with contract values greater than or equal to \$50 million, DOE will evaluate the Contractor's EVMS against the ANSI Standard.
2. For Contracts with total contract values less than \$50 million, the Contractor must perform self-evaluation against the ANSI standard by an internal entity that is preferably independent to this specific contract.

- After receipt by the CO of the Contractor's full CPB, DOE will review to determine whether the full CPB and required supporting documentation meet the terms and conditions of the Contract. The Contractor shall submit a corrective action plan to the Contracting Officer for approval within 15 days of receipt of DOE's comments. All corrective actions shall be completed in the time-frames established in the approved corrective action plan.

- **Performance Reporting**

The Contractor shall submit the Contractor's Monthly Performance Report to the CO with copy to the Office of Project Assessment at ContractorsMPR@hq.doe.gov not later than the eighth business day prior to the end of each calendar month. The report will provide the prior month's performance for each CPB segment and an update of the performance to date. Format, timing and manner of reporting will vary based on the type of work in the CPB segment. For the monthly reporting requirements for the various types of projects, contracts or operating activities, see the table in Section J, Attachment J-15, "Integrated Contractor Work Control Systems and Reporting Requirements" paragraph C, Performance Reporting.

The Contractor shall report the costs incurred in performance of the work as the CPB segments are completed or at the end of the Contract in compliance with the Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-02 and in a format ready for incorporation into EM's Environmental Cost Analysis System (ECAS) database. The report should be provided to the Federal Project Director and the CO, with a copy provided to the EM Consolidated Business Center, Office of Cost Estimating & Project Management Support.

H.55 EMERGENCY CLAUSE

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

H.56 INFORMATION

- (a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (b) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The Contractor shall develop, plan and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities. This will be accomplished through coordination with DOE. Proactive communications or public affairs programs will include or make use of a variety of tools including, open houses, newsletters, press releases and/or conferences, audio/visual presentations, speeches, forums, and tours. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizen's groups, private citizens or local, state or Federal Government officials, has a clear understanding of DOE activities at the DUF6 Facilities.
- (c) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically

authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

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

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

- (a) The Contractor shall be responsible for becoming a party to all regulatory compliance agreements/orders associated with scope under this contract including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to

obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

- (b) Unless otherwise authorized by the Contracting Officer, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will use its best efforts to perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.
- (d) In the event of termination or expiration of this contract, DOE will require the new contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

H.58 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

- (a) In this Clause:
 - (1) "Environmental" requirements means requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses; and
 - (2) "Party" means either the Contractor or DOE.

- (b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:
 - (1) The cognizant regulatory authority fines or penalizes;
 - (2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;
 - (3) Is a permittee; or
 - (4) Is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Consequently, if the Contractor causes a violation:
 - (1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and
 - (2) Costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are to be borne by the Contractor.

H.59 PRIVATELY GENERATED RESTRICTED DATA

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

H.60 SITE SERVICES

- (a) The Contractor will be performing work at sites where other entities are conducting various activities, including other DOE prime contractors, subcontractors, and other organizations. These entities, including the Contractor, need to acquire or perform certain services in support of their activities that may be common to other entities on the site. In some instances it is to the net benefit to DOE for these services to be provided by one central source at the respective sites. Refer to Section J-4a "DUF6 Services & Contract Interface Requirements Matrix for Paducah" and Section J-4b "DUF6 Services & Contract Interface Requirements Matrix for Portsmouth".

- (b) The Contractor may receive services from and provide services to other prime contractors, subcontractors, or other organizations at the sites as approved by the CO or designee. These services may be provided in one of the following categories:
 - (1) Services that are the responsibility of the Contractor, but the Contractor elects, or the CO or designee directs the Contractor, to purchase the service from another prime contractor, subcontractor, or other organization rather than perform the work with its own employees or acquire the service from one of its subcontractors.
 - (2) Services that are common to the Contractor, other prime contractors, subcontractors, or other organizations where the Contractor elects, or the CO or designee directs the Contractor, to provide such services to such entities where it is to the overall net benefit to DOE.
- (c) When services are acquired under these provisions, the Contractor shall maintain control and accountability for the work under this contract and shall execute appropriate agreements with the other entities.
- (d) Services which the Contractor is expected to purchase from other prime contractors, subcontractors, or other entities at the sites include protective services, fire protection, emergency response, and other services of this general nature where it is not to the overall benefit of DOE for there to be multiple sources for such services.

H.61 EMPLOYEE CONCERNS PROGRAM

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

H.62 MENTOR-PROTÉGÉ PROGRAM

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. The Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

H.63 PAPERLESS DIRECTIVE PROCESSING SYSTEM

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

U.S. DOE
Distribution Section
1000 Independence Ave S.W.
Washington, DC 20585
James V. Forrestal Building
- (e) The Contracting Officer and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the applicability of directives. The Contracting Officer is the only Government Official authorized to resolve possible conflicting requirements involving directives.
- (f) Upon receipt of a new or revised directive, the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding,

manpower and other provisions of the contract. If the Contractor considers the directive to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the Contracting Officer within 30 calendar days of receipt. In the event the Contractor considers the directive to be inconsistent with the other terms of this contract or the requirements of the directive cannot be implemented within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the Contracting Officer within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the contract. After evaluation of the Contractor's position, the Contracting Officer shall issue direction to the Contractor, pursuant to the applicable Changes clause in this contract, concerning appropriate implementation of the directive.

- (g) The Contractor will, at least quarterly, notify DOE of those directives obtained from the DOE Paperless Directive System as described in (d) above. The Contractor cognizant personnel will review these directives and recommend for concurrence disposition of the directives to DOE-PPPO.
- (h) Upon agreement between the Contractor and DOE, the directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the directive added to Attachment J-2, Portsmouth List of Applicable DOE Directives (List B), of the contract and issued by the Contracting Officer. The same process will be utilized for deletion of directives.
- (i) The Contractor shall incorporate the substance of this clause with respect to applicable directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the Contracting Officer.

H.64 PRIVACY ACT SYSTEM OF RECORDS

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

DOE Privacy Act System Number	DOE Privacy Act System Description
DOE-5	Personnel Records of Former Contractor Employees (includes all former workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-14	Report of Compensation
DOE-28	General Training Records

DOE-33	Personnel Medical Records (present and former DOE employees and Contractor employees)
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-55	Freedom of Information Act and Privacy Act (FOIA/PA) Requests for Records
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

- (b) If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the Contracting Officer prior to contract award or as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the Contracting Officer immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the Contracting Officer, in writing, that the list is accurate and up to date.
- (c) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer, in consultation with the local PAO and/or General Counsel, as necessary, to keep it current. A formal modification to the Contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2, Privacy Act. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office homepage.
- (d) The “Privacy Act Notification” (FAR 52.224-1) and “Privacy Act” (FAR 52.224-2) clauses are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this H clause identifying system of record DOE-33, “Personnel Medical Records,” along with language on records turnover. Subcontracts must also contain scope requirements necessary to ensure DOE and Contractor compliance with applicable records management and Privacy Act requirements.

H.65 RESERVED

H.66 PARTNERING

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

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

H.67 NNSA/EM STRATEGIC SOURCING PARTNERSHIP

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

H.68 CONFERENCE MANAGEMENT

The Contractor agrees that:

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

Conferences subject to this guidance are also often referred to by names other than

"conference." Other common terms used include conventions, expositions, symposiums, seminars, workshops, or exhibitions. They typically involve topical matters of interest to, and the participation of, multiple agencies and/or nongovernmental participations. Indicia of a formal conference often include but are not limited to registration, registration fees, a published substantive agenda, and scheduled speakers, or discussion panels. Individual events may qualify as conferences without meeting all of the indicia listed above, but will generally meet some of them. Please note that some training events may qualify as conferences for the purposes of this guidance, particularly if they take place in a hotel or conference center.

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

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

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

definition and either or both of the following:

- 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) covers participation costs in a conference for specified Individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by Individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
- 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide Information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified Individuals (e.g. students, retirees, speakers, etc.) In a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance Information on their participation in all DOE-sponsored conference In the DOE Conference Management Tool.
- h) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable,

and further the mission of DOE/NNSA. This process must at a minimum:

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

H.69 CONTRACTOR COMMUNITY COMMITMENT PLAN

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

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

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

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

(A) Regional Educational Outreach Programs

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

The Regional Educational Outreach Programs could involve providing Contractor employees an opportunity to improve their employment skills and opportunities by an educational assistance allowance, provision for outside training programs either during or outside regular work hours, or executive training programs for non-executive employees. This could also involve participating in activities that foster relationships with regional educational institutions and other institutions of higher learning or encouraging students to pursue science, engineering, and technology careers.

(B) Regional Purchasing Programs

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

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

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

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

(C) Community Support

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

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

H.70 LITIGATION MANAGEMENT AND SUPPORT

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of the Notice to Proceed (NTP), the Contractor shall provide a Legal Management Plan (defined as a document describing the Contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal Regulations Title 10 Subpart 719, Contractor Legal Management Requirements. The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the plan shall describe the matters in-house counsel will perform as well as anticipates performing throughout the life of the contract. The Contractor should not retain outside counsel for matters that can be performed by in-house counsel. The Contractor shall provide an annual legal budget to Department Counsel along with the Legal Management Plan. Within 30 days of the conclusion of the period covered by each annual legal budget, the Contractor shall provide a report to Department Counsel comparing its budgeted and actual legal costs.

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

H.71 RADIOLOGICAL AND HAZARDOUS MATERIAL AREA ACCESS POLICY FOR VISITING MINORS

Visiting minors must be accompanied by, and under the supervision of, a parent, legal guardian or chaperone when visiting the Paducah Site or the Portsmouth site, including the DUF6 facilities. The specifics of this policy and additional requirements are detailed in PPPO Policy PPPO-M-835.0, Radiological and Hazardous Material Area Access Policy for Visiting Minors.

H.72 OVERTIME CONTROL PLAN

Notwithstanding any other provision in this contract, if the total overtime hours, on a rolling 12-month average, exceeds 10%, the Contractor shall submit to the Contracting Officer an Overtime Control Plan. The Overtime Percentage will be calculated by dividing total overtime hours worked by total hours worked (i.e. the sum of overtime hours and straight time hours).

H. 73 Paid leave under Section 3610 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to maintain employees and subcontractors in a ready state.

(a) The Contractor may submit for reimbursement and the Government (without requiring consideration but precluding additional fee) will treat as allowable (if otherwise allowable per federal regulations) the costs of paid leave (including sick leave) the Contractor or its subcontractors provide to keep employees in a ready state if--

(1) The employees: cannot perform work on a site approved by the Federal Government (including a federally-owned or leased facility or site) due to facilities closures or other restrictions; and cannot telework because their job duties cannot be performed remotely during the public health emergency declared on January 31, 2020 for COVID-19.

(2) The costs are incurred from January 31, 2020 through **December 11, 2020**.

(3) The costs do not reflect any amount exceeding an average of 40 hours per week for paid leave.

(b) Where other relief provided for by the CARES Act or any other Act would benefit the contractor or the contractor's subcontractors, including, but not limited to, funds available under sections 1102 and 1106 of the CARES Act, the contractor should evaluate the applicability of such benefits in seeking reimbursement under the contract.

(c) The Contractor must represent in any request for reimbursement--

(1) Either it: has not received, has not claimed, and will not claim any other reimbursement, including claims for reimbursement via letter of credit, for federal funds available under the CARES Act for the same purpose, including, but not limited to, funds

available under sections 1102 and 1106 of the CARES Act; or if it has received, claimed, or will claim other reimbursement, that reimbursement has been reflected, or will be reflected when known, in requests for reimbursement but in no case reflected later than in its final proposal to determine allowable incurred costs.

- (2) Its request reflects or will reflect as soon as known all applicable credits, including
 - (i) Tax credits, including credits allowed pursuant to division G of Public Law 116-127; and
 - (ii) Applicable credits allowed under the CARES Act, including applicable credits for loan guarantees.

All other terms and conditions remain unchanged and in full force and effect.

H.74 Advance Agreement on COVID-19 Related Costs (01 April 20)

The National Emergency regarding the public health impacts of the COVID-19 pandemic may impact the Contractor's ability to execute work as planned under this contract. The Advance Agreement, dated April 1, 2020, is at section J-18 of this contract. The Government and the Contractor have entered into this agreement to provide clarity, consistency, and stability during a time of national crisis by capturing their joint understanding of costs that can be reasonably anticipated on the date the agreement was signed.

This agreement may need to be adjusted over time as the pandemic continues and the situation at the place of performance changes as a result of the National Emergency. Therefore, either party may propose changes that may be incorporated by mutual agreement. However, this agreement does not restrict the ability of the Contracting Officer to issue a Stop Work Order or other direction necessary to address immediate health or safety issues that may occur as the pandemic progresses.

The policies and practices incorporated into the Advance Agreement apply to all personnel regardless of job classification or representation; provided an individual is an employee of the Contractor, the terms of the Advance Agreement apply, in keeping with Section 3610 of Public Law 116-136, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The terms also apply to how subcontract costs will be treated under the contract. Because COVID-19 related costs will be charged to the contract using Change Order Accounting practices, this Advance Agreement does not impact any other advance agreement on the contractor's general accounting practices, such as an advance understanding on costs.

PART II –CONTRACT CLAUSES

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SECTION I

CONTRACT CLAUSES

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

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

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

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

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

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

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

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

I.10 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

I.11 FAR 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 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES WHISTLEBLOWER RIGHTS (APR 2014)

I.13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER

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- I.14 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- I.15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)**
- I.16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)**
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- I.18 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**
- I.19 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
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- I.22 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)**
- I.23 FAR 52.210-1 MARKET RESEARCH (APR 2011)**
- I.24 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)**
- I.25 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.26 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA- MODIFICATIONS (AUG 2011)**
- I.27 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)**
- I.28 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)**
- I.29 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT**

2010)

- I.30 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY(OCT 1997)
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- I.33 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) ALTERNATE III (OCT 1997)
- I.34 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- I.35 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of the contract expiration date**
- I.36 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
- I.37 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
- I.38 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017)
- I.39 FAR 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN(JAN 1999)
- I.40 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)
- I.41 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- I.42 FAR 52.222-3 CONVICT LABOR (JUN 2003)
- I.43 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2018)

- I.44 FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS–
SECONDARY SITE OF THE WORK (MAY 2014)**
- I.45 FAR 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY2014)**
- I.46 FAR 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)**
- I.47 FAR 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)**
- I.48 FAR 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)**
- I.49 FAR 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB
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- I.50 FAR 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)**
- I.51 FAR 52.222-12 CONTRACT TERMINATION – DEBARMENT (MAY 2014)**
- I.52 FAR 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE
REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)**
- I.53 FAR 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB1988)**
- I.54 FAR 52.222-15 CERTIFICATION OF ELEGIBILITY (MAY 2014)**
- I.55 FAR 52.222-16 APPROVAL OF WAGE RATES (MAY 2014)**
- I.56 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY2014)**
- I.57 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR2015)**
- I.58 FAR 52.222-26 EQUAL OPPORTUNITY (APR 2016)**
- I.59 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**
- I.60 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITHDISABILITIES
(JUL 2014)**
- I.61 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**
- I.62 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE
NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- I.63 FAR 52.222-41 SERVICES CONTRACT LABOR STANDARDS (MAY 2014)**
- I.64 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

(MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

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

- I.65 FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (MAR 2015)**
- I.66 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)**
- I.67 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658(DEC 2015)**
- I.68 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)**
- I.69 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)**

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

Material (If none, insert "None")	Identification No.
<u>Aqueous Hydrogen Flouride</u>	<u>CAS# 7664-39-3</u>
<u>Uranium Tetrafluoride</u>	<u>CAS # 10049-14-6</u>

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

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

I.72 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

- (a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

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

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

I.75 FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (OCT 2015)

- I.76 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
- I.77 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- I.78 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)**
- I.79 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**
- I.80 FAR 52.224-2 PRIVACY ACT (APR 1984)**
- I.81 FAR 52.225-1 BUY AMERICAN-SUPPLIES (MAY 2014)**
- I.82 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**
- I.83 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
- I.84 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
- I.85 RESERVED**
- I.86 FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014)**
- I.87 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)**

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data—General” clause contained in this contract) in and to the technical data contained in the proposal dated November 24, 2015, upon which this contract is based.
- I.88 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)**
- I.89 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)**
- I.90 FAR 52.232-17 INTEREST (MAY 2014)**
- I.91 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- I.92 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

- I.93 FAR 52.232-25 PROMPT PAYMENT (JAN 2017)**
- I.94 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER –SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.95 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
- I.96 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**
- I.97 FAR 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)**
- I.98 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.99 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- I.100 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.101 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**
- I.102 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- I.103 FAR 52.242-13 BANKRUPTCY (JUL 1995)**
- I.104 FAR 52.244-2 SUBCONTRACTS (OCT 2010)**
- I.105 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.106 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)**
- I.107 FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)**
- I.108 FAR 52.245-9 USE AND CHARGES (APR 2012)**
- I.109 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)**
- I.110 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

- (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—
Daniel B. Burke – Contracting Officer
Email address: Daniel.Burke@pppo.gov
U.S. Department of Energy
Portsmouth/Paducah Project Office
1017 Majestic Drive, Suite 200
Lexington, KY 40513

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

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

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

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

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

I.113 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (DEAR) (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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

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

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

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

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

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

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

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

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

- (a) Definitions.
 - (1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.
 - (2) Individual means a DOE contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.
- (b) Access to DOE computers. A contractor shall not allow an individual to have access to information on a DOE computer unless:
 - (1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and,

- (2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.
- (c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.
- (d) Written records. The contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.
- (e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

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

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

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

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

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) Use of Contractor's Work Product.
 - (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of zero (0) years after the completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
 - (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.
 - (iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.
 - (2) Access to and use of information.
 - (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been

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

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

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

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

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

- (a) For the purposes of this clause,
- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
 - (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
 - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work

and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

- (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
 - (2) Identify and analyze hazards associated with the work;
 - (3) Develop and implement hazard controls;
 - (4) Perform work within controls; and
 - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System.

Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

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

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

- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

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

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

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

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

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

(a) General.

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

(2) In addition to other remedies available to the Federal Government, if the Contractor fails to comply with the terms and conditions of this contract relating to the protection of worker safety and health, the Contracting Officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the Contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the Contractor will be determined by the severity of the Contractor's failure to comply with contract terms and

conditions relating to worker safety and health pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount.

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

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

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

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

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

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

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

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

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

(2)(i) Except in the case of performance based firm-fixed-price contracts (see paragraph (b)(3) below), the Contracting Officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of **12 months** to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above

for each period.

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

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

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

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

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

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

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

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

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

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

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in

potential breakdown of the Contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

- (i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Manual 231.1-2, Occurrence Reporting and Processing of Operations Information, or its successor, requirements, or internal oversight of DOE Order 470.2B, Independent Oversight and Performance Assurance Program, or its successor, requirements.
- (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.
- (iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.
- (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

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

- (a) Pursuant to Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the DOE is committed to managing its facilities in an environmentally preferable and sustainable manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. In the performance of work under this contract, the Contractor shall provide its services in a manner that promotes the natural environment, reduces greenhouse gas emissions and protects the health and well being of Federal employees, contract service providers and visitors using the facility.
- (b) Green purchasing or sustainable acquisition has several interacting initiatives. The Contractor must comply with initiatives that are current as of the contract award date. DOE may require compliance with revised initiatives from time to time. The Contractor may request an equitable adjustment to the terms of its contract using the procedures at 48 CFR 970.5243-1 Changes. The initiatives important to these Orders are explained on the following Government or Industry

Internet Sites:

- (1) Recycled Content Products are described at <http://epa.gov/cpg>.
- (2) Biobased Products are described at <http://www.biopreferred.gov/>.
- (3) Energy efficient products are at <http://energystar.gov/products> for EnergyStar products.
- (4) Energy efficient products are at <http://www.femp.energy.gov/procurement> for FEMP designated products.
- (5) Environmentally preferable and energy efficient electronics including desktop computers, laptops and monitors are at <http://www.epeat.net> the Electronic

- Products Environmental Assessment Tool (EPEAT) the Green Electronics Council site.
- (6) Green house gas emission inventories are required, including Scope 3 emissions which include contractor emissions. These are discussed at Section 13 of Executive Order 13514 which can be found at <http://www.archives.gov/federal-register/executive-orders/disposition.html>.
 - (7) Non-Ozone Depleting Alternative Products are at <http://www.epa.gov/ozone/strathome.html>.
 - (8) Water efficient plumbing products are at <http://epa.gov/watersense>
- (c) The clauses at FAR 52.223–2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223–15, Energy Efficiency in Energy Consuming Products, and 52.223–17 Affirmative Procurement of EPA–Designated Items in Service and Construction Contracts, require the use of products that have biobased content, are energy efficient, or have recycled content. To the extent that the services provided by the Contractor require provision of any of the above types of products, the Contractor must provide the energy efficient and environmentally sustainable type of product unless that type of product—
- (1) Is not available;
 - (2) Is not life cycle cost effective (or does not exceed 110% of the price of alternative items if life cycle cost data is unavailable), EPEAT is an example of lifecycle costs that have been analyzed by DOE and found to be acceptable at the silver and gold level;
 - (3) Does not meet performance needs; or,
 - (4) Cannot be delivered in time to meet a critical need.
- (d) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (<http://www.epa.gov/greeningepa/practices/eo13423.htm>) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (<http://www.archives.gov/federal-register/executive-orders/disposition.html>). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, *Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance*. This guide includes information concerning recycled content products, biobased products, energy efficient products, water efficient products, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet at: <http://management.energy.gov/documents/AcqGuide23pt0Rev1.pdf>.
- (e) Contractors must establish and maintain a documented energy management program which includes requirements for energy and water efficient equipment, EnergyStar or WaterSense, as applicable and procedures for verification of purchases, following the criteria in DOE Order 430.2B, Departmental Energy, Renewable Energy, and

Transportation Management, Attachment 1, or its successor. This requirement should not be flowed down to subcontractors.

- (f) In complying with the requirements of paragraph (c) of this clause, the Contractor shall coordinate its activities with and submit required reports through the Environmental Sustainability Coordinator or equivalent position.
- (g) The Contractor shall prepare and submit performance reports using prescribed DOE formats, at the end of the Federal fiscal year, on matters related to the acquisition of environmentally preferable and sustainable products and services. This is a material delivery under the contract. Failure to perform this requirement may be considered a failure that endangers performance of this contract and may result in termination for default [see FAR 52.249–6, Termination (Cost Reimbursement)].
- (h) These provisions shall be flowed down only to first tier subcontracts exceeding the simplified acquisition threshold that support operation of the DOE facility and offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services. The Subcontractor will comply with the procedures in paragraphs (c) through (f) of this clause regarding the collection of all data necessary to generate the reports required under paragraphs (c) through (f) of this clause, and submit the reports directly to the Prime Contractor’s Environmental Sustainability Coordinator at the supported facility. The Subcontractor will advise the Contractor if it is unable to procure energy efficient and environmentally sustainable items and cite which of the reasons in paragraph (c) of this clause apply. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the Subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties. Failure to comply with these reporting requirements may be considered a breach of contract with attendant consequences.
- (i) When this clause is used in a subcontract, the word “Contractor” will be understood to mean “Subcontractor.”

**I.127 DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE
(JUN 1997)**

- (a) Definition.
Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

I.128 DEAR 952.231-71 INSURANCE – LITIGATION AND CLAIMS (JUL 2013)

- (a) The contractor must comply with 10 CFR part 719, contractor Legal Management Requirements, if applicable.
- (b) (1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer.
- (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
- (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with sureties and insurers approved by the Contracting Officer.
- (c) The contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the Contracting Officer.
- (d) Except as provided in paragraph (f) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed--
 - (1) For that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
 - (2) For liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance without regard to the limitation of cost or limitation of funds clause of this contract.

- (c) The Government's liability under paragraph (d) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

- (f) (1) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities to third parties, including contractor employees, and directly associated costs which may include but are not limited to litigation costs, counsel fees, judgment and settlements—
 - (i) Which are otherwise unallowable by law or the provisions of this contract, including the cost reimbursement limitations contained in 48 CFR part 31, as supplemented by 48 CFR 970.31;
 - (ii) For which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the Contracting Officer; or
 - (iii) Which were caused by contractor managerial personnel's—
 - (A) Willful misconduct;
 - (B) Lack of good faith; or
 - (C) Failure to exercise prudent business judgment, which means failure to act in the same manner as a prudent person in the conduct of competitive business; or, in the case of a non-profit educational institution, failure to act in the manner that a prudent person would under the circumstances prevailing at the time the decision to incur the cost is made.
- (2) The term "contractor's managerial personnel" is defined in the Property clause in this contract.

- (g) (1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
- (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable.

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

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

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical

direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—
- (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract;
or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

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

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

I.131 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (AUG 2016)

(a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act).

(b) Definitions. The definitions set out in the Act shall apply to this clause.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.

(1) Indemnification. To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the Contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;

2. Contributory negligence;

3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall

be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the Contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above—

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(d) Notification and litigation of claims. The Contractor shall give immediate written notice to DOE of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE, copies of all pertinent papers received by the Contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to

(1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and

(2) appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(e) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this contract.

(f) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(g) Civil penalties. The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the Contractor is a not-for-profit Contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(h) Criminal penalties. Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(i) Inclusion in subcontracts. The Contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and

further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

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

- (a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.
- (f) Obtaining travel discounts.
 - (1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.
 - (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the contracting officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

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

SIGNATURE, Title and telephone number of Contracting Officer

I.133 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT2014) (DEVIATION)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
 - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records
 - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records

that under 48 CFR 970.5232-3 are described as the property of the Government;
and

- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or

its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the *Radiation Protection and Nuclear Criticality* clause at 952.223-72 , or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.
 - (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

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

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

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

I.135 DEAR 970.5226-3 COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

I.136 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

I.137 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

I.138 FAR 52.232-1 PAYMENTS (APR 1984)

I.139 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

I.140 FAR 52.232-11 EXTRAS (APR 1984)

I.141 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I.142 FAR 52.243-1 CHANGES- FIXED PRICE (AUG 1987), ALTERNATE II (APR 1984)

I.143 FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) ALTERNATE I (APR 2012)

I.144 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

I.145 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984).

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

I.146 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) MODIFIED BY DEAR 952.216-7

I.147 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the **percentage specified in the Overtime Control Plan clause H.72** or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of clause)

I.148 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.149 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

- I.150 FAR 52.232-25 PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)**
- I.151 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUNE 1985)**
- I.152 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)**
- I.153 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
- I.154 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987),ALTERNATE I (APR 1984), ALTERNATE III (APR 1984)**
- I.155 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)**
- I.156 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)**
- I.157 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.158 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEMVEHICLES AND RELATED SERVICES (JAN 1991)**
- I.159 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)**

1. I.159 FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984) is hereby invoked.

- (a) In performing work under Change Order Modification 0153 the Contractor is not authorized to make expenditures or incur obligations exceeding \$2.5M until the Change Order is definitized.
- (b) The maximum amount of estimated cost for Change Order Modification 0153 for which the Government shall be liable if this contract is terminated prior to definitization is \$2.5M
- (c) No fee shall be paid to the contractor for work under this change order for the changed work, including provisional fee, prior to definitization.

2. MODIFICATION DEFINITIZATION

- (a) The Contractor agrees to submit a baseline change proposal and to utilize Contract Clause I.159, Change Order Accounting until this change is definitized.
- (b) The schedule for definitizing Modification 0120 is as follows:

Proposal Submittal	September 6, 2021
Commence Negotiations	November 6, 2021
Complete Negotiations	December 6, 2021
Execute definitization contract modification	December 9, 2021

- (c) If agreement on a definitive modification is not reached by the target date in paragraph
- (d) of this section, or within any extension of it granted by the CO, the CO may, with the approval of the Head of the Contracting Activity (HCA), determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled "Change Order Accounting", and added by this modification.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—

- i. All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- ii. All clauses required by law as of the date of the Contracting Officer's determination; and
- iii. Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c) (1) of this section, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the modification definitization.

C. All other terms and conditions for this contract remains unchanged and in full force and effect.

I.160 FAR 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any **person** the Contracting Officer has so designated by written notice (a copy of which shall be **provided** to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for **changes** identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and

written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate **information** available to the Contractor, the notice shall **state** –

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government **individual** and Contractor official or **employee** involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including –
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or **materials** or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; *provided*, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either –

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice *information* is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional *information* is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the *work* under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be *made*:
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such *defect*. When the cost of *property made* obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the *property*. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to *provide* notice or to continue performance as provided, respectively, in (b) and (c) above.

I.161 DEAR 952.204-2 SECURITY REQUIREMENTS (AUG 2016)

I.162 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

I.163 DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016)

I.164 DEAR 952.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC)

I.165 DEAR 970.5204-1 COUNTERINTELLIGENCE (DEC 2010)

I.166 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of contract performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.167 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of \$50,000,000;
 - (2) Any order for a combination of items in excess of \$50,000,000; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.168 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the expiration date of the contract period.

I.169 FAR 52.246-11 Higher-Level Contract Quality Requirement (Dec 2014) EM-QA-001 Rev2 Quality Assurance Contract Clause

a) The Contractor shall comply with the higher-level quality standard(s) listed below:

Quality Assurance Program (QAP) compliant with DOE O 414.1D, Change 1, *Quality Assurance*, for all facilities and activities. Additionally, nonreactor nuclear facilities (as defined in 10 CFR 830, *Nuclear Safety Management*, Section 830.3, *Definitions*) must be compliant with 10 CFR 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*. The Contractor shall utilize the Contractor Assurance System per DOE O 226.1B, *Implementation of Department of Energy Oversight Policy*, to monitor and evaluate all work performed under this Contract, including work of subcontractors, to ensure work quality assurance and integrated safety management; safeguards and security; cyber security; and emergency management.

The QAP must describe how the quality assurance criteria from DOE O 414.1D and 10 CFR 830, Subpart A are satisfied. The Contractor shall use voluntary consensus standards in the development and implementation of QAP, where practicable and consistent with contractual and regulatory requirements. Where appropriate, the Contractor must use a graded approach to implement the QAP that is commensurate with hazards, lifecycle facilities and other risks. The basis of the graded approach utilized shall be documented and submitted to U.S. Department of Energy (DOE) for approval.

(1) For Hazard Category 1, 2, and 3 nuclear facilities:

i. Existing facilities, or new facilities and major modifications to existing facilities achieving Critical Decision 1 (CD-1) prior to May 8, 2013, may continue to use the consensus standard cited in the DOE-approved QAP.

ii. New facilities and major modifications to existing facilities achieving CD-1 use American Society of Mechanical Engineers (ASME) NQA-1-2008, *Quality Assurance Requirements for Nuclear Facility Applications*, with the NQA-1a-2009, *Quality Assurance Requirements for Nuclear Facility Applications Addenda 1a* (or a later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II.

Note: where NQA-1, Part II language uses the terms "nuclear power plant" or "nuclear reactor", these terms are considered equivalent to the term "nuclear facility."

iii. Consensus standard(s) that provide an adequate level of quality assurance and meet the intent of paragraphs (ii) above may be used. The QAP must document how the selected consensus standard is (or a set of consensus standards are) used, as well as how the selected consensus standard(s) is appropriate.

(2) For other activities and facilities (e.g., less than Hazard Category 3, non-nuclear, or chemically hazardous), the contractor shall use, in whole or in part, appropriate standards. Examples of appropriate standards include:

i. ASME NQA-1a-2009 addenda (or later edition), *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;

ii. ASME NQA-1-2000, *Quality Assurance Requirements for Nuclear Facility Applications*, Part I and applicable requirements of Part II;

iii. American National Standards Institute (ANSI)/International Organization for Standardization (ISO)/American Society for Quality (ASQ) Q9001-2008 (or later edition), *Quality Management Systems – Requirements*; and

iv. ANSI/ASQ Z1.13-1999 (or later edition), *Quality Guidelines for Research*.

b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require –

- i. Control of such things as design, work operations, in-process control, testing, and inspection; or
- ii. Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

I.170 - ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) Definition. As used in this clause -

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands;

and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at, <https://www.saferfederalworkforce.gov/contractors/>

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

All other terms and conditions remain unchanged and in full force and effect.

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

SECTION J

LIST OF ATTACHMENTS

- J-1 List of Applicable Federal Law & Regulations - List A
- J-2 List of Applicable DOE Directives – List B
- J-3 List of Project Agreements, Correspondence and Assigned and/or Transferable Contracts and/or Subcontracts
- J-4a DUF6 Services & Contract Interface Requirements Matrix Paducah
- J-4b DUF6 Services & Contract Interface Requirements Matrix Portsmouth
- J-5a Wage Determination under the Service Contract Labor Standards – Paducah
- J-5b Wage Determination under the Service Contract Labor Standards – Portsmouth
- J-6a Wage Determination Requirements (Construction) - Paducah
- J-6b Wage Determination Requirements (Construction) - Portsmouth
- J-7a Wage Determination Collective Bargaining Agreement- Paducah
- J-7b Wage Determination Collective Bargaining Agreement – Portsmouth
- J-8 List of Deliverables
- J-9 Small Business Subcontracting Plan
- J-10 Executed Performance Guarantee Agreement
- J-11 List of Acronyms
- J-12 Contract Security Classification Specification (CSCS) Form
- J-13 Performance Evaluation and Measurement Plan
- J-14 Selected NARA Requirements
- J-15 Integrated Contractor Work Control Systems and Reporting Requirements
- J-16 Government Furnished Equipment
- J-17 Wage Determination under the Service Contract Labor Standards – Lexington
- J-18 Advanced Agreement

Attachment J-1

List of Applicable Federal Law & Regulations - List A

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

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

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

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

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

Consensus Standards	
American Industrial Hygiene Association (AIHA) "Emergency Response Planning Guidelines (ERPGs)"	
IEEE N323A-"Radiation Protection Instrumentation Test and Calibration - 05/01/97"	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, "Manual of Protective Action Guides and Protective Actions for Nuclear Incidents," 1991	
Document Number	Title
10 CFR 719	Contractor Legal Management Requirements
10 CFR 810	Assistance to Foreign Atomic Energy Activities
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection, Amended
10 CFR 840	Extraordinary Nuclear Occurrences
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 860	Trespassing on Department of Energy Property
10 CFR 1008	Records Maintained on Individuals (PRIVACY ACT)
10 CFR 1016	Safeguarding of Restricted Data
10 CFR 1017	Identification and Protection of Unclassified Controlled Nuclear Information
10 CFR 1021	DOE National Environmental Policy Act Implementing Procedures
10 CFR 1044	Security Requirements for Protected Disclosure Under Section 3164 of the National Defense Authorization Act for Fiscal Year 2000
10 CFR 1045	Nuclear Classification and Declassification
10 CFR 1046	Physical Protection of Security Interests; Protective Force Personnel
10 CFR 1060	Payment of Travel Expenses of Persons Who Are Not Government Employees
20 CFR 617	Trade Adjustment Assistance for Workers Under the Trade Act of 1974
20 CFR 639	Worker Readjustment and Retraining Notification

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
29 CFR 4	Labor Standards for Federal Service Contracts
29 CFR 24	Procedures for Handling of Retaliation Complaints Under Federal Employee Protection Statutes
29 CFR 30	Equal Employment Opportunity in Apprenticeship and Training
29 CFR 70	Production or Disclosure of Information on Materials
29 CFR 70A	Protection of Individual Privacy in Records
29 CFR 71	Protection of Individual Privacy and Access to Records under the Privacy Act of 1974
29 CFR 516	Records to be Kept by Employers
29 CFR 519	Employment of Full-Time Students at Subminimum Wages
29 CFR 520	Employment of Student-Learners
29 CFR 525	Employment of Workers with Disabilities Under Special Certificates
29 CFR 528	Annulment or Withdrawal of Certificates for the Employment of Student-Learners, Apprentices, Learners, Messengers, Handicapped Persons, Student-Workers, and Full-Time Students in Agricultural or in Retail Service Establishments at Special Minimum Wage Rate
29 CFR 531	Wage Payments Under the Fair Labor Standards Act of 1938
29 CFR 541	Defining and Delimiting the Exemptions for Executives, Administrative, Professional, Computer and Outside Sales employees (Fair Labor Standards Act)
29 CFR 548	Authorization of Established Basic Rates for Computing Overtime Pay
29 CFR 825	Family Medical Leave Act of 1993
29 CFR 1602	Recordkeeping and Reporting Requirements under Title VII and the ADA
29 CFR 1608	Affirmative Action Appropriation Under Title VII of the Civil Rights Act of 1964, as amended

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
29 CFR 1611	Privacy Act Regulations
29 CFR 1620	Equal Pay Act
29 CFR 1625	Age Discrimination in Employment Act
29 CFR 1627	Records to be Made or kept Relating to Age: Notices to be Posted: Administrative Exemptions
29 CFR 1904	Recording and Reporting Occupational Injuries and Illnesses
29 CFR 1910	Occupational Safety and Health Administration
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 2520	Reporting and Disclosure Under Employee Retirement Income Security Act of 1974
29 CFR 4041A	Termination of Multiemployer Plans
32 CFR 2001	Classified National Security Information
34 CFR 395	Vending Facility Program for the Blind on Federal and Other Property
36 CFR Chapter 12, Sub Chapter B	Records Management
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 116	Designation of Hazardous Substances
40 CFR 117	Determination of Reportable Quantities for Hazardous Substances
40 CFR 136	Guidelines Establishing Test Procedures for the Analysis of Pollutants
40 CFR 247	Comprehensive Procurement Guideline for Products Containing Recovered Materials
40 CFR 260-282	Resource Conservation and Recovery Act (RCRA)
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan (CERCLA—National Contingency Plan)

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 350-372	SARA Title III
40 CFR 355	Emergency Planning and Community Right to Know Act (EPCRA)
40 CFR 1500-1508	Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act
41 CFR 60-1	Obligations of Contractors and Sub Contractors
41 CFR 60-2	Affirmative Action Programs
41 CFR 60-3	Uniform Guidelines on Employee Selection Procedures
41 CFR 60-20	Sex Discrimination Guidelines
41 CFR 60-30	Rules of Practice for Administrative Proceedings to Enforce Equal Opportunity Under Executive Order 11246
41 CFR 60-50	Guidelines on Discrimination Because of Religion or National Origin
41 CFR 60-300	Affirmative Action Obligations of Contractors and Subcontractors Regarding Disabled , Recently Separated Veterans, Other Protected Veterans, and Armed Force Service Medal Veterans
41 CFR 60-741	Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities
41 CFR 60-742	Procedures for Complaints/Charges of Employment Discrimination Based on Disability Filed Against Employers Holding Government Contracts or Subcontracts
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulation
41 CFR 109	Department of Energy Property Management Regulations
48 CFR 22	Application of Labor Laws to Government acquisitions
48 CFR 31	Contract Cost Principles and Procedures

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
48 CFR 45	Government Property
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5223-1	Integration of Environmental, Safety, and Health into the Work Planning and Execution
48 CFR 9903.101	Cost Accounting Standards
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Material Table, Specials Provisions, Hazardous Materials Communications, Emergency Response Information, Training Requirements, and Security Plans
49 CFR 173	Shippers-General Requirements for Shipments and Packaging’s
49 CFR 174	Carriage by Rail
49 CFR 177	Carriage by Public Highway
50 CFR 17	Natural Resource Management
50 CFR 402	Interagency Cooperation Endangered Species Act of 1973, as amended
5 USC 552 et seq.	Freedom of Information Act (FOIA)
5 USC Appendix 2	Freedom Advisory Committee Act (FACA)
15 USC 2601	Toxic Substances Control Act (TSCA)
18 USC 930	Possession of firearms and dangerous weapons in Federal Facilities
18 USC 2071	Concealment, removal, or mutilation generally
18 USC 3571	Sentence of Fine
20 USC 107	Operation of vending facilities (aka: Randolph-Sheppard Vending Stand Act, as amended)
29 USC 401 et seq.	Labor-Management Reporting and Disclosure Act of 1959

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
33 USC 1251	Clean Water Act (CWA)
40 USC 483	Federal Property Administrative Services Act
41 USC 422	Cost Accounting Standard Board
42 USC 2021 et seq.	Low-Level Radioactive Waste Policy Act, as amended
42 USC 2168 et seq.	Prohibition Against Dissemination of Certain Unclassified Information
42 USC 2278(a)	Trespass on Commission Installations
42 USC 2286	Defense Nuclear Facilities Safety Board
42 USC 2297h-8	Employee Protections
42 USC 4321	National Environmental Policy Act (NEPA)
42 USC 6901	Resource Conservation & Recover Act (RCRA)
42 USC 7401	Clean Air Act (CAA)
42 USC 7256	National Defense Authorization Act
42 USC 7512	Classification and Attainment Dates
42 USC 9601	Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)
42 USC 9605	CERCLA Amendment
42 USC 9620	CERCLA Federal Facility Agreement (FFA)
42 USC 11001-11050	CERCLA Emergency Planning and Community Right to Know Act (EPCRA)
42 USC 11411	Title V, of the Steward B. McKinney Homeless Assistance Act, as amended
42 USC 13101-13109	Pollution Prevention Act (PPA)
42 USC 2011-2259 et seq.	The Atomic Energy Act (AEA) of 1954, As Amended

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
44 USC Chapter 21	National Archives and Records Administration
44 USC Chapter 29	Records Management by the Archivist of the United States and by the Administrator of General Studies
44 USC Chapter 31	Records Management by Federal Agencies
44 USC Chapter 33	Disposal of Records
44 USC Chapter 35	Coordination of Federal Information Policy
44 USC Chapter 36	Management and Promotion of Electronic Government Services
AASHTO MCEB-2	Manual for Condition Evaluation of Bridges, 2 nd Edition with 2011, 2013, and 2014 Interim Revisions
	Manual for Railway Engineering, American Railway Engineering and Maintenance-of-Way Association
Executive Order 12829, (As Amended by E.O. 12885)	National Industrial Security Program
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Executive Order 13526	Classified National Security Information
Executive Order 13556	Controlled Unclassified Information

Consensus Standards	
American Industrial Hygiene Association (AIHA) “Emergency Response Planning Guidelines (ERPGs)”	
IEEE N323A-“Radiation Protection Instrumentation Test and Calibration - 05/01/97”	
B.O.C.A., Uniform Building Code or Local Fire and Building Codes	
U.S. EPA Manual, 400-R-92-001, “Manual of Protective Action Guides and Protective Actions for Nuclear Incidents,” 1991	
Document Number	Title
Homeland Security Presidential Directive (HSPD)-12	Policy for a Common Identification Standard for Federal Employees and Contractors
ISOO Notice 2011-02	Further Guidance and Clarification on Coming Atomic Energy Information and Classified National Security Information (Implements Executive Order 13526)
M-11-11	Executive Office of the President, Office of Management and Budget, Memorandum for the Heads of Executive Departments and Agencies (Continued Implementation of Homeland Security Presidential Directive (HSPD) 12 – Policy for a Common Identification Standard for Federal Employees and Contractors
M-12-18	Managing Government Records Directives, Dated August 24, 2012
National Security Decision Directive (NSDD) 298	National Operations Security Program
Public Law 100-679	Office of Federal Procurement Policy Act Amendments of 1988
Public Law 102-368	Federal Facility Compliance Act of 1992
Public Law 102-484	National Defense Authorization Act of 1993
Public Law 102-486	Energy Policy Act of 1992
Public Law 106-65, Section 3149	Supplement to Plan for Declassification of Restricted Data and Formerly Restricted Data
Public Law 106-398, Section 3193	Frequency of Reports of Inadvertent Releases of Restricted Data and Formerly Restricted Data
Public Law 107-347	The E-Government Act of 2002
TSCA-UE-FFCA, Feb 1992	Uranium Enrichment Toxic Substances Control Act Federal Facilities Compliance Agreement

10 CFR 851 Technical Amendment adopted by Contract Modification 0058, February 2019

Attachment J-2

List of Applicable DOE Directives – List B

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

DOE Directives	Subject
EM-QA-001 Rev 2	Environmental Management Quality Assurance Program
Classification Bulletin GEN-16 Revision 2	“No Comment” Policy on Classified Information in the Open
DOE EM	DOE EM Operations Activities Protocol
DOE O 130.1A	Budget Planning, Formulation, Execution and Departmental Performance Management
DOE P 140.1	Natural Resource Damage Assessment Corporation and Integration
DOE O 140.1A	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.2A , Chg. 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3B	Unclassified Foreign Visits and Assignment Program
DOE O 150.1A	Continuity Program
DOE O 151.1D Chg 1	Comprehensive Emergency Management System
DOE O 153.1	Departmental Radiological Emergency Response Assets
DOE O 200.1A , Chg. 1	Information Technology Management
DOE O 203.1	Limited Personal Use of Government Office Equipment Including Information Technology
DOE O 203.2	Mobile Technology Management
DOE P 205.1	Departmental Cyber Security Policy
DOE O 205.1C dtd 2/5/2021	Department of Energy Cyber Security Program
DOE O 206.1, Chg.1	Department of Energy Privacy Program
DOE O 206.2	Identity, Credential, and Access Management (ICAM)
DOE O 210.2A	DOE Corporate Operating Experience Program
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of the Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 225.1B	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 227.1A Chg 1	Independent Oversight Program
DOE O 231.1B Chg. 1	Environment, Safety, and Health Reporting
DOE O 232.2A Chg 1	Occurrence Reporting and Processing of Operations Information
DOE O 243.1B, Chg. 1	Records Management Program

DOE Directives	Subject
DOE O 311.1B, Chg. 1	Equal Employment Opportunity and Diversity Program,
DOE O 350.1, Chg. 7	Contractor Human Resource Management Programs
DOE O 350.3 Chg.1	Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs
DOE P 364.1	Health and Safety Training Reciprocity
DOE O 410.2, Chg. 1	Management of Nuclear Materials
DOE O 412.1A Chg. 1	Work Authorization System
DOE O 413.3B Chg. 6	Program and Project Management for the Acquisition of Capital Assets
DOE G 413.3-7A Chg. 1	Risk Management Guide
DOE O 414.1D Chg. 2	Quality Assurance
DOE O 420.1C Chg. 3	Facility Safety (implementation iaw PPPO-01-4473039-18)
DOE O 422.1 Chg. 3	Conduct of Operations
DOE O 425.1D Chg. 2	Verification of Readiness to Start Up or Restart Nuclear Facilities
DOE O 426.2, Chg. 1	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
DOE O 430 .1C Chg. 2	Real Property Asset Management
DOE O 433.1B Chg. 1	Maintenance Management Program for DOE Nuclear Facilities
DOE O 435.1 Chg. 2	Radioactive Waste Management
DOE O 436.1	Departmental Sustainability
DOE O 442.1B	Department of Energy Employee Concerns Program
DOE O 442.2 Chg. 1	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
DOE O 450.2 Chg. 1	Integrated Safety Management
DOE P 451.1	National Environmental Policy Act Compliance Program
DOE O 458.1 Chg. 4	Radiation Protection of the Public and the Environment
DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety

DOE Directives	Subject
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 461.1C Chg 1	Packaging and Transportation for Offsite Shipment of Materials of National Security Interest
DOE O 461.2	Onsite Packaging and Transfer of Materials of National Security
DOE P 470.1B	Safeguards and Security Program
DOE O 470.3C Chg 1	Design Basis Threat (DBT) Order
DOE O 470.4B Chg. 2	Safeguards and Security Program
DOE O 470.5	Insider Threat Program
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
DOE O 471.3 Chg. 1	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 Chg. 1	Manual for Identifying and Protecting Official Use Only Information
DOE O 471.6 Chg. 3	Information Security
DOE O 472.2 Chg. 1	Personnel Security
DOE O 473.3A Chg. 1	Protection Program Operations
DOE O 474.2 Chg. 4	Nuclear Material Control and Accountability
DOE O 475.2B	Identifying Classified Information
DOE O 483.1B Chg 2	DOE Cooperative Research and Development Agreements
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities
DOE O 520.1B	Financial Management and Chief Financial Officer Responsibilities
DOE O 522.1A	Pricing of Departmental Materials and Services
DOE O 550.1 Chg 1	Official Travel
DOE O 3731.1 Chg. 1	Suitability, Position Sensitivity Designations, and Related Personnel Matters
DOE O 5670.1A	Management and Control of Foreign Intelligence
DOE-STD-1030-96	Guide to Good Practices for Lockouts and Tagouts

DOE Directives	Subject
DOE-STD-1066-2016	Fire Protection
DOE-STD-1090-2011	Hoisting And Rigging
DOE-STD-1098-2017	Radiological Control
DOE-STD-3020-2015	Specification for HEPA Filters Used by DOE Contractors
DOE-STD-3025-2007	Quality Assurance Inspection and Testing of HEPA Filters
DOE-G-440.1-7A	Implementation Guide For Use With 10 CFR Part 850, "Chronic Beryllium Disease Prevention Program"
DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)

Attachment J-3

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

Section J

Attachment J-3

LIST OF PROJECT AGREEMENTS AND CORRESPONDENCE

Identification	Description
J-3-1	The State of Ohio EPA Directors Final Findings & Orders, dated February 24, 1998, amended June 24, 2005, February 21, 2008, March 28, 2011, October 1, 2013, January 31, 2017 and December 21, 2017
J-3-2	Commonwealth of Kentucky Natural Resources and Environmental Protection Cabinet Agreed Order, October 2, 2003
J-3-3	William E. Murphie to Andrew Wallo, III, Director, Office of Air, Water and Radiation, EH-41, Release limits for Hydrofluoric Acid and Calcium Fluoride from Depleted Uranium Hexafluoride (DUF6) Conversion, PPPO-01-402-05, August 12, 2005
J-3-4	To William Murphie, PPPO, from Margaret M. Guerriero, Director, Waste, Pesticides and Toxics, US EPA, TSCA Approval for Storage for Disposal of PCB Bulk Product (Mixed) Waste (paint with 50 ppm or greater PCBs on cylinders containing radioactive material) U.S. DOE Portsmouth Gaseous Diffusion Plant, Portsmouth, OH, June 1, 2005.
J-3-5	Hazel R. O'Leary, Secretary of Energy, to John T. Conway, Chairman, Defense Nuclear Facilities Safety Board, Implementation Plan for DNFSB Recommendation 95-1, Improved Safety of Cylinders Containing Depleted Uranium, October 16, 1995
J-3-6	Uranium Disposition Services, LLC and Solvay Fluorides, LLC, Sales Agreement No. UDS-SA-06-001 of May 24, 2006 and amendment 1 of July 8, 2011, entered into by Solvay Fluorides, LLC and B&W Conversion Services, LLC as successor in interest to Uranium Disposition Services, LLC and Amendment 2 of February 3, 2017 entered into by Solvay Fluorides, LLC and Mid-America Conversion Services, LLC as successor in interest to B&W Conversion Services, LLC
J-3-7	Mid-America Conversion Services, LLC and Air Products and Chemicals Inc. contract for Bulk Hydrogen Tube Truck Manifold System, Storage Capacity and Delivery, MLXS190040 entered into on May 08, 2019 .

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

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Section 4: Services Provided by the Remediation Contractor 14

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

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

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

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

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

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
11	Network File Storage. Provide and manage network file storage to ensure sufficient capacities are allocated to user organizations. (C.3.4.3.2.6)	DUF ₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Utilize services and interface on needs and service levels provided.
12	Maintenance and Upgrades. Provide and maintain the LANs and Wireless Local Area Networks (WLANs) as stand-alone systems and provide basic operating software for usage of the LANs and WLANs. (C.3.4.3.2.7)	DUF ₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Utilize services in accordance with provided procedures and interface on needs and service levels provided. Provide end user devices and applications that contractors will operate on system.
13	Application Deployment Services. Provide users listed in Attachment J-8.C.3.4.2, " <i>Information Technology System, Application Inventory, & Workload History</i> " with enterprise Information Technology (IT) application deployment services to ensure applications can be effectively utilized.	DUF ₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Utilize services and interface on needs and service levels provided. Network users will be responsible for purchase of local computer hardware and all applications not specifically listed.
14	Portfolio Management Services. The Contractor shall provide application portfolio management services to ensure efficient and appropriate utilization of applications and their licenses. The Contractor shall provide core software to all users consistent with Attachment J-8.C.3.4.2, " <i>Information Technology System, Application Inventory, & Workload History.</i> " (C.3.4.3.2.11)	DUF ₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Utilize services and interface on needs and service levels provided. Users will be responsible for any item not specifically mentioned.
15	Relocation Services. Provide intra-site/inter-site office relocation of Paducah Site personnel for DOE and other site contractors (office furnishings and equipment to include but not limited to coordination with site services, e.g., office set-ups, phone, computer, office key, janitorial services, etc.) (C.3.5.1.1.2)	DUF ₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/> Utilize services as approved by DOE and interface on needs and service levels provided. Users will be responsible for any item not specifically mentioned.
16	Radiological Instrumentation. Calibrate, maintain and perform repairs for personnel and environmental monitoring and surveying equipment assigned to other site contractors per the requirements of 10 CFR § 835, "Occupational Radiation Protection" and DOE O 458.1, "Radiation Protection of the Public and the Environment." (C.3.2.2)	DUF ₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Utilize services and interface on needs and service levels provided. For portable equipment user will drop off and pick up equipment at provider's on-site facility. For fixed equipment in field, user will coordinate access and service with ISS. Each user will be responsible for replacement of equipment which isn't economically repairable.

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Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
17	<p>Dosimetry Program. Provide an internal and external bioassay program that meets the requirements of the National Voluntary Laboratory Accreditation Program (NVLAP) and DOE Laboratory Accreditation Program (DOELAP), and provide services to other contractors. (C.3.2.3)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p>
18	<p>Real Property and FIMS. Coordinate with other DOE contractors at the Paducah Site to maintain and input data to the Facilities Information Management System (FIMS) database along with overall integration and submission of the <u>five year forecast</u> for all site contractors, to include the Site Sustainability Plan.</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input type="checkbox"/> Deactivation <input type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Maintain FIMS database to contract standard for assigned facilities. Coordinate/interface with ISS on FIMS data input, participate in pre validation review.</p> <p>Develop comprehensive input to plans for areas of responsibility. Provide input to ISS for integration into site wide <u>five year forecast</u>.</p>
19	<p>Personal Property. Coordinate and provide disposition support for Government owned personal property determined to be excess for all PGDP site contractors and DOE operations. (C.3.5.1.2)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Ensure property meets requirements for disposition and dispose of property in accordance with path/method provided by ISS.</p>
20	<p>Fleet Management. Coordinate with the other site contractors to obtain and report site-wide, statistical usage tracking, reporting on General Services Administration (GSA) leased vehicles and DOE-owned vehicles/equipment, and pick-up, transport, and return GSA vehicles to/from a GSA approved vendor for maintenance and repairs for those vehicles assigned to DOE or DOE Technical Support contractor. (C.3.5.1.3)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Interface with ISS on methods and procedures for information transfer and reporting.</p>

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Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
21	<p>Maintenance Of Buildings, Structures, Installed Equipment, And Furnishings. Coordinate maintenance, repair, replacement, and minor construction of buildings and structures, related systems, equipment and furnishings with other site contractors that could be impacted as to others operations, or for access to facilities and structures. (C.3.5.3)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Contractors will coordinate its maintenance, repair, replacement, and minor construction of buildings and structures, related systems, equipment and furnishings for which it is responsible with other site contractors that could be impacted as to others operations, or for access to facilities and structures.</p>
22	<p>Custodial Maintenance And Sanitary Waste Disposition. Provide custodian services for active facilities including trash collection, general cleaning, vacuuming, sweeping/ mopping, sanitary waste pick-up and disposal offsite, etc.</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Allow access to facilities for janitorial services. Coordinate with ISS for the provision of janitorial services.</p>
23	<p>Grounds Maintenance. Perform, interface and coordinate with others on providing grounds maintenance, including grass cutting, edging, grass trimming, fertilizing, policing grounds, removing leaves, inspecting, and performing minor repairs for areas throughout the PDGP. (C.3.5.5)</p>	<p>DUF₆ <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Allow access to areas for grounds maintenance services.</p> <p>Coordinate/interface with ISS for on ongoing activities that impact the provision of those services..</p>
24	<p>Paved, Gravel And Earth Roads, And Yards. Contractor inspects, schedules, maintains and repairs roadways, surfaced areas, and support facilities. Coordinate with others on activities at the site that impact others use of assets. (C.3.5.6)</p>	<p>DUF₆ <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Utilize facilities and areas in accordance with procedures and policies with the ISS servicing as the asset manager.</p> <p>Coordinate with ISS and others on need for road closures, upgrades, maintenance requirements.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
25	<p>Snow And Ice Prevention/Removal. Provide de-icing (removal of snow or ice) and anti-icing from facilities (e.g., entrances, steps, landings, sidewalks, driveways, roadways, parking areas, and handicapped accessibility areas) at the PGDP that includes areas/facilities that are assigned to others. (C.3.5.7)</p>	<p>DUF6 <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided. Input to the annual snow removal plan.</p> <p>Allow access to areas for snow and ice prevention/removal.</p> <p>Coordinate/interface with ISS for on ongoing activities that impact the provision of those services.</p>
26	<p>Railroad System Maintenance And Repair. Manages the overall rail maintenance, planning, operation, and coordination of rail movements on site. Determines requirements for future use on the site and coordinates with contractors. Operates and maintains the rail system. Coordinates with appropriate shared-site contractors prior to and during any on-site rail movements, including ensuring placement of “flaggers” at necessary intersections, taking proper security actions, and making site notifications.</p> <p>Coordinate the operation, inspection and perform maintenance, repair and minor improvements of the railroad tracks at the PGDP. (C.3.5.8)</p>	<p>DUF6 <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/></p> <p>Coordinate usage of rail system as needed with the Rails operations manager, ISS.</p> <p>Identify required maintenance.</p> <p>Coordinate with ISS and others on need for closures, upgrades, maintenance requirements.</p> <p>Each contractor responsible for upgrade of inactive track if use is required for its operation. Upgrade will be coordinate and concurred upon by ISS.</p>
27	<p>Pest Control Services. Provide pest control services for active buildings, trailers, and other structures and facilities (OSF) including insect pest control spraying and rodent control services, etc. (C.3.5.9)</p>	<p>DUF6 <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/></p> <p>Utilize services and interface on needs and service levels provided.</p> <p>Coordinate for routine control and initiates requests for non-routine nuisance control Allow access to areas for pest control services.</p> <p>Coordinate/interface with ISS for on ongoing activities that impact the provision of those services.</p>

Section 1: Services Provided by the Infrastructure Support Services Contractor		
Item	Activity/Service Provided	Other Contractor Interface Requirement
28	Records Management and Document Control. Maintain the central repository, process and track classified mail. Scan all records, and maintain and administer searchable database. (C.3.6)	DUF6 <input type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Provide required copies of documents for filing/retention to the ISS.
29	Environmental Information Center Operations. Operate and maintain the Environmental Information Center (EIC). (C.3.8)	DUF6 <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input type="checkbox"/> Designate and provide documents for placement of documents in the Paducah EIC, as applicable.
30	Training Services. Providing training in the areas of Consolidated Annual Training, and Mandatory training including: General Employee Training, RAD Worker I and II, Annual Security Refresher, Workplace Violence, Diversity, Employee Conduct, Business Ethics/Standards of Conduct, Quality Assurance (QA) Overview, Environmental Management Systems Overview, Fire Extinguisher Training, DOE Orders/Work Smart Standards and Integrated Safety Management System (ISMS). (C.3.9)	DUF6 <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/> Coordinate schedule and provision of training schedule for workforce. Track training status and notify employees of training needs. Provide project specific input for incorporation into training modules.
31	On-Site Fueling Service. Provide on-site refueling capability through on-site fueling stations for DOE and other site contractors. Invoice and collect for the cost of the fuel on first-in-first-out (FIFO) cost basis to each user, including other site contractors, GSA, DOE, etc. (C.3.10)	DUF6 <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/> Utilize systems in accordance with provider's procedures and reimburse for fuel usage on a FIFO cost basis within 5 business days of invoice from the ISS.
32	Energy Employees Occupational Injury Compensation Program Act. Provide information to verify employment histories, provide medical records, radiation dose records and other records related for any individual as requested. (C.3.11)	DUF6 <input checked="" type="checkbox"/> Remediation <input checked="" type="checkbox"/> Deactivation <input checked="" type="checkbox"/> DOE Technical Support <input checked="" type="checkbox"/> Each contractor shall comply with its contract requirements and coordinate with others as required.

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

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

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

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

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

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

**SECTION J, ATTACHMENT J-4b
DUF6 Services & Contract Interface Requirements Matrix Portsmouth**

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

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

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

Types of Interfaces – Applies to D&D contractor

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P	Facilities – Facilities, and existing furnishings and supplies will be government furnished to the Contractor for use in performance of Contract scope.			X-744, X-540, X-700 west, X-735, portion of X-720 Records Vault, portion of X-720 shipping and receiving area, portion of X-1000 second floor south office area, portion of X-1000 first floor north security area and training area			DUF6 Conversion Facilities and associated cylinder storage yards. Includes X-1300, X-1100, X-1700, X-1320, trailers, associated laydown areas, cylinder yards X-745G,C		
I	Master Plan - The D&D contractor reviews and updates. The overall cleanup strategy document is maintained by the D&D contractor.	Provides input	Update and maintain	Provides input	Provides input	Provides input	NA; CO will direct Contractor on terms for providing information	C.A.2.7.1	D&D contractor bears the cost burden for work necessary to maintain and update; other contractors/users bear internal and implementation costs
I	Regulatory Compliance and Permits – Comply, develop, renew existing permits and/or obtain new permits as necessary. The majority of the permits will be the responsibility of the D&D contractor. Other contractors will also have limited number of permit responsibilities for its respective work.	Provide information to D&D contractor, if needed.	Renews existing permits and obtain new permits for D&D Project. Responsible for maintaining the comprehensive list of permits.	Renews existing permits and obtain new permits for Facility Support activities. Provide information to D&D contractor, if needed.	Renews existing permits and obtain new permits for Lease Areas. Provide information to D&D contractor, if needed.	Provide information to D&D contractor, if needed.	Renews existing permits and obtain new permits for DUF6 Project activities. Provide information to D&D contractor, if needed	C.A.2.7.4	Each site contractor bears the cost burden of administration and implementation.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
P/I	Groundwater Monitoring and Inspection - the D&D contractor is responsible for conducting groundwater monitoring and inspection per the IGWMP. The ETS contractor may perform independent monitoring or inspection.	Perform independent oversight and independent monitoring and inspection activities. Coordinate with D&D contractor.	Perform groundwater monitoring and inspection. Coordinate with all other site tenants/contractors: notify USEC, if required. Provide support to ETS for independent monitoring and inspection.	Provide support, if necessary.	Provide support, if necessary.	Provide support, if necessary.	NA	C.A.2.4.3	D&D contractor bears the cost burden for remediation work. ETS contractor bears the cost burden if/when it performs independent activities. Other contractors/users bear internal and support costs.
P/I	Management of Waste - Waste generated during Surveillance and Maintenance and D&D activities is managed by the D&D contractor.	Perform independent oversight and independent monitoring and inspection activities. Coordinate with D&D contractor.	Receives, stores, and dispositions waste generated from D&D Project (D&D, ISS, ETS, and DOE) activities.	Notify and coordinate with D&D contractor related to anticipated waste generation. Disposal of sanitary waste provided by the D&D contractor at facility dumpsters.	N/A	N/A	Manages wastes generated from DUF6 Project Activities. Responsible for costs associated with DUF Project waste management	C.A.2.5	D&D contractor bears the cost burden for waste management program, administration, and implementation activities. Other contractors/users bear internal and support costs.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S/I	Shipping and Receiving Services – Receipt of materials at the loading dock, entering the information in a shared database, and delivery of the material to the designated field location. Shipping services via commercial carriers is also included.	Receives shipping and receiving services from ISS. Responsible for quality inspection of ETS material. Responsible for appropriate packaging and delivery to the loading dock area of ETS items to be shipped off-site.	Receives shipping and receiving services from ISS. Responsible for quality inspection of D&D material. Responsible for appropriate packaging and delivery to the loading dock area of D&D items to be shipped off-site. Responsible for shipping D&D generated wastes and materials. Transportation Control Center for monitoring security sensitive and other shipments for DOE.	Responsible to provide shipping and receiving services to DOE and DOE contractors and subs. Services include: notification to the purchasing contractor that material is received and ready for inspection, maintaining a shared database to view and track shipment status.	N/A	N/A	Responsible to provide shipping and receiving services for DUF6 Project	N/A	The ISS contractor will bear the cost burden for shipping and receiving services for DOE and DOE contractors and subcontractors. The D&D contractor will bear the cost of shipping D&D and remediation wastes and materials.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I	Baseline Development Activities – The contractor shall provide input and support to the DOE to maintain the Portsmouth D&D Federal Life Cycle Baseline. In addition, the contractor shall be responsible for all aspects of the D&D contractor life cycle baseline for the Portsmouth D&D project, including the Critical Decisions process. The ETS contractor will assist DOE in developing and maintaining the Federal Life Cycle Baseline.	Receives initial Federal baseline package from the D&D contractor. Assists DOE in maintaining the Federal Baseline and receives information from other site entities.	Provide input and support to the DOE to maintain the Portsmouth D&D Federal Life Cycle Baseline. In addition, the contractor shall be responsible for all aspects of the D&D contractor life cycle baseline for the Portsmouth D&D project, including the Critical Decisions process.	Provides baseline to the ETS contractor to support the Federal Lifecycle Baseline.	N/A	Provides baseline to the ETS contractor to support the Federal Lifecycle Baseline.	Provides contract period baseline to the ETS contractor to support the Federal Lifecycle Baseline.	C.A.2.7.2	D&D contractor will bear the cost burden for the D&D project baseline. The ETS contractor will bear the cost burden for the Federal lifecycle baseline. The other site contractors/users will bear internal and implementation cost.
I	Public Relations Activities – the D&D contractor is primarily responsible for supporting the public relations activities. Other site contractors will be providing support related to its own areas.	Provide support to DOE. Provide support/information to D&D contractor.	Primary responsibility for public relations activities.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	Provide support/information to D&D contractor.	C.A.2.7.10	D&D contractor will bear the cost burden for programs and plans and implementation. The other site contractors/users will bear internal and implementation cost.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I/S	Property Management – the D&D contractor has the responsibility for site wide DOE personal and real property management. The D&D contractor is responsible for maintaining the FIMS and PIDS database by coordinating with other site contractors. The D&D contractor is responsible for excess property disposition.	Provide information to D&D contractor.	Manage assigned real and personal property and responsible for reporting of real and personal property information for the D&D project. Responsible for excess property disposition.	Manage assigned real and personal property and provide information to D&D contractor.	Manage assigned real and personal property and provide information to D&D contractor.	Manage assigned real and personal property and provide information to D&D contractor.	Manage assigned real and personal property and provide information to D&D contractor.	C.A.2.7.1 1	Contractors will bear the cost burden for cradle-to-grave management of assigned real and personal properties. However, the D&D contractor will bear the cost burden for reporting of property management information.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I	Fleet Management and Equipment Repairs – The D&D contractor is responsible for fleet management including the GSA vehicles and reporting for the D&D project. 1. GSA interface 2. Fuel and maintenance reporting 3. Fleet maintenance scheduling 4. GSA lease payment (including routine maintenance)	Coordinate vehicle use with DOE.	Responsible for management of assigned vehicles and equipment including the GSA vehicles. Additionally, responsible for reporting for the entire D&D Project.	Responsible for fleet management of assigned vehicles and equipment..	N/A	N/A	Responsible for management of assigned vehicles and equipment including the GSA vehicles.	C.A.2.7.1 1	Contractors will bear the cost burden for fuel, tracking, and repair of assigned vehicles and equipment. The D&D contractor will bear the cost burden for management and reporting for Fleet Management.
S	Janitorial Services – Janitorial services that includes sanitary trash pickup, restroom cleaning, and shower cleaning will be provided by the D&D contractor.	Receives the services from the D&D contractor.	Provides janitorial services for facilities specified in JA-5.	Provides janitorial services for facilities specified in contract.	N/A	N/A	Provides janitorial services for facilities specified in contract.	C.A.2.2	Each contractor bears the cost burden for performing janitorial activities for its assigned facilities.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S	Mail Service – ISS contractor provides the central pick up and drop off service. Each contractor is responsible for its internal mail services.	Receives service from ISS. Responsible for dropping off ETS outgoing mail and retrieving ETS incoming mail from the designated central drop off point.	Receives service from ISS. Responsible for dropping off D&D outgoing mail and retrieving D&D incoming mail from the designated central drop off point.	Provides mail service to ETS, D&D, and DOE. ISS contractor shall also be responsible for outgoing U.S. Mail postage/ stamps for DOE, ETS, and the D&D Project contractors associated with DOE related business. ISS will deliver incoming mail to a central drop off point where it will be picked up by the D&D Project contractors. The D&D Project contractors will drop off mail to the central drop off point for outgoing mail.	N/A	N/A	Arranges own mail pickup and drop off serviced	N/A	ISS contractor will bear cost burden for central pick up and drop off service.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

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

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
I	Fleet Reporting Administration – The D&D contractor is responsible for all fleet reporting into the FAST database for all GSA, GFE and commercial leases.	Coordinate vehicle use with DOE.	Responsible for reporting data into the FAST database. Data will include, vehicle class, fuel type, age by class, total lease costs per vehicle class, indirect (bulk material cost, personnel rates etc..) per class, annual mileage totals per class and proposed future purchases per vehicle class.	Responsible for reporting data to D&D for incorporation into the FAST database and coordinating vehicle information with the D&D contractor.	N/A	N/A	Responsible for reporting data to D&D for incorporation into the FAST database and coordinating vehicle information with the D&D contractor.	C.A.2.7.1 1	Contractors will bear the cost burden for fuel, tracking and lease costs of assigned GSA vehicles and equipment. The D&D contractor will bear the cost burden for reporting Fleet Management.

PORTSMOUTH D&D PROJECT SERVICES AND INTERFACE ACTIVITIES

Type of Interface	Task (Interface)	ETS	D&D	ISS/FSS	USEC	Other Site Users	DUF6	D&D Contract Requirements	Cost Allocations
S	In support of the DOE/GSA MOA for Vehicle Consolidation at PORTS, the D&D Contractor shall be responsible for providing all aspects of routine garage vehicle maintenance (preventative and corrective), and shall also facilitate any required off-site damage repairs caused by accidents or other causes for all Portsmouth Site GSA tagged vehicles.	Responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles	Provide routine and preventive maintenance of all GSA tagged vehicles for the Portsmouth Site	Responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles	N/A		Responsible for Coordinating vehicle maintenance with the D&D Contractor for all GSA assigned vehicles	C.A.2.7.1 1	D&D Contractor will bear the cost burden for routine, preventive, and corrective maintenance of GSA tagged vehicles. The ISS contractor will bear the cost burden for reporting Fleet Management. Each Site Contractor will be responsible and bear the cost burden for corrective repairs facilitated by the D&D Contractor relating to vehicle accident damages for all GSA vehicles assigned to their contract.
S	Environmental Management System (EMS)	Provides EMS Issues/requirement information to the D&D contractor.	Designated lead for coordinating sitewide EMS issues and requirements. Received input from others.	Provides EMS Issues/requirement information to the D&D contractor.	Provides EMS Issues/requirement information to the D&D contractor.	Provides EMS Issues/requirement information to the D&D contractor.	Provides EMS Issues/requirement information to the D&D contractor.	DOE O 436.1	

SCA Wage Determination 2015-4691.r1 (Pad)
 WD 15-4691 (Rev. -1) was first posted on www.wdol.gov on 11/08/2016

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D. C. 20210

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No. : 2015-4691
 Revision No. : 1
 Date Of Revision: 10/28/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Kentucky

Area: Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.78
01012 - Accounting Clerk II		15.47
01013 - Accounting Clerk III		17.30
01020 - Administrative Assistant		21.69
01035 - Court Reporter		17.00
01041 - Customer Service Representative I		11.37
01042 - Customer Service Representative II		12.78
01043 - Customer Service Representative III		13.95
01051 - Data Entry Operator I		12.84
01052 - Data Entry Operator II		13.99
01060 - Dispatcher, Motor Vehicle		17.47
01070 - Document Preparation Clerk		13.32
01090 - Duplicating Machine Operator		13.32
01111 - General Clerk I		12.56
01112 - General Clerk II		13.71
01113 - General Clerk III		15.47
01120 - Housing Referral Assistant		20.25
01141 - Messenger Courier		11.61
01191 - Order Clerk I		12.37
01192 - Order Clerk II		13.50
01261 - Personnel Assistant (Employment) I		15.20
01262 - Personnel Assistant (Employment) II		17.00
01263 - Personnel Assistant (Employment) III		19.71
01270 - Production Control Clerk		20.56
01290 - Rental Clerk		15.13
01300 - Scheduler, Maintenance		15.74
01311 - Secretary I		15.74
01312 - Secretary II		17.61
01313 - Secretary III		19.63
01320 - Service Order Dispatcher		15.81
01410 - Supply Technician		21.69

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01420 - Survey Worker	17.19
01460 - Switchboard Operator/Receptionist	13.23
01531 - Travel Clerk I	12.72
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.58
01611 - Word Processor I	12.06
01612 - Word Processor II	15.20
01613 - Word Processor III	17.17
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.85
05010 - Automotive Electrician	19.23
05040 - Automotive Glass Installer	17.17
05070 - Automotive Worker	17.21
05110 - Mobile Equipment Servicer	15.07
05130 - Motor Equipment Metal Mechanic	19.23
05160 - Motor Equipment Metal Worker	17.21
05190 - Motor Vehicle Mechanic	19.23
05220 - Motor Vehicle Mechanic Helper	13.97
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	17.21
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.21
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	18.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.90
07041 - Cook I	10.30
07042 - Cook II	12.09
07070 - Dishwasher	8.88
07130 - Food Service Worker	8.88
07210 - Meat Cutter	13.65
07260 - Waiter/Waitress	8.52
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.83
09040 - Furniture Handler	10.74
09080 - Furniture Refinisher	17.83
09090 - Furniture Refinisher Helper	12.97
09110 - Furniture Repairer, Minor	15.27
09130 - Upholsterer	17.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.78
11060 - Elevator Operator	10.58
11090 - Gardener	14.17
11122 - Housekeeping Aide	11.16
11150 - Janitor	11.16
11210 - Laborer, Grounds Maintenance	11.36
11240 - Maid or Houseman	9.21
11260 - Pruner	10.11
11270 - Tractor Operator	14.85
11330 - Trail Maintenance Worker	11.36
11360 - Window Cleaner	12.03
12000 - Health Occupations	
12010 - Ambulance Driver	17.06
12011 - Breath Alcohol Technician	16.61
12012 - Certified Occupational Therapist Assistant	21.85
12015 - Certified Physical Therapist Assistant	21.85
12020 - Dental Assistant	14.62
12025 - Dental Hygienist	28.57
12030 - EKG Technician	19.34
12035 - Electroneurodiagnostic Technologist	19.34
12040 - Emergency Medical Technician	17.06
12071 - Licensed Practical Nurse I	14.84
12072 - Licensed Practical Nurse II	16.61

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12073 - Licensed Practical Nurse III	18.52
12100 - Medical Assistant	13.02
12130 - Medical Laboratory Technician	17.66
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	14.70
12195 - Medical Transcriptionist	16.52
12210 - Nuclear Medicine Technologist	30.80
12221 - Nursing Assistant I	10.48
12222 - Nursing Assistant II	11.78
12223 - Nursing Assistant III	12.86
12224 - Nursing Assistant IV	14.43
12235 - Optical Dispenser	15.99
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	13.61
12280 - Phlebotomist	13.75
12305 - Radiologic Technologist	24.12
12311 - Registered Nurse I	25.41
12312 - Registered Nurse II	30.43
12313 - Registered Nurse II, Specialist	30.43
12314 - Registered Nurse III	36.80
12315 - Registered Nurse III, Anesthetist	36.80
12316 - Registered Nurse IV	44.11
12317 - Scheduler (Drug and Alcohol Testing)	20.36
12320 - Substance Abuse Treatment Counselor	14.11
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.64
13012 - Exhibits Specialist II	21.77
13013 - Exhibits Specialist III	26.63
13041 - Illustrator I	18.66
13042 - Illustrator II	21.77
13043 - Illustrator III	26.63
13047 - Librarian	24.10
13050 - Library Aide/Clerk	11.83
13054 - Library Information Technology Systems Administrator	21.76
13058 - Library Technician	13.07
13061 - Media Specialist I	15.71
13062 - Media Specialist II	17.57
13063 - Media Specialist III	19.59
13071 - Photographer I	16.15
13072 - Photographer II	18.90
13073 - Photographer III	22.75
13074 - Photographer IV	25.54
13075 - Photographer V	30.91
13090 - Technical Order Library Clerk	15.49
13110 - Video Teleconference Technician	18.06
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.64
14042 - Computer Operator II	18.67
14043 - Computer Operator III	20.82
14044 - Computer Operator IV	23.14
14045 - Computer Operator V	25.61
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.64
14160 - Personal Computer Support Technician	23.14
14170 - System Support Specialist	28.73
15000 - Instructional Occupations	

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15010 - Aircrew Training Devices Instructor (Non-Rated)	27.88
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	27.88
15060 - Educational Technologist	27.14
15070 - Flight Instructor (Pilot)	40.44
15080 - Graphic Artist	23.07
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	36.14
15086 - Maintenance Test Pilot, Rotary Wing	36.14
15088 - Non-Maintenance Test/Co-Pilot	36.14
15090 - Technical Instructor	24.01
15095 - Technical Instructor/Course Developer	29.37
15110 - Test Proctor	19.38
15120 - Tutor	19.38
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.68
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.50
16220 - Tailor	13.31
16250 - Washer, Machine	10.02
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.86
19040 - Tool And Die Maker	21.31
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.41
21030 - Material Coordinator	20.56
21040 - Material Expediter	20.56
21050 - Material Handling Laborer	13.47
21071 - Order Filler	11.07
21080 - Production Line Worker (Food Processing)	14.41
21110 - Shipping Packer	14.59
21130 - Shipping/Receiving Clerk	14.59
21140 - Store Worker I	11.47
21150 - Stock Clerk	16.24
21210 - Tools And Parts Attendant	14.41
21410 - Warehouse Specialist	14.41
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.46
23019 - Aircraft Logs and Records Technician	17.97
23021 - Aircraft Mechanic I	22.41
23022 - Aircraft Mechanic II	23.46
23023 - Aircraft Mechanic III	24.54
23040 - Aircraft Mechanic Helper	15.61
23050 - Aircraft, Painter	21.34
23060 - Aircraft Servicer	17.97
23070 - Aircraft Survival Flight Equipment Technician	21.34
23080 - Aircraft Worker	19.14
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	19.14
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	22.41
23110 - Appliance Mechanic	19.00
23120 - Bicycle Repairer	12.53
23125 - Cable Splicer	26.28
23130 - Carpenter, Maintenance	18.03
23140 - Carpet Layer	18.56
23160 - Electrician, Maintenance	22.89

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23181 - Electronics Technician Maintenance I	23.29
23182 - Electronics Technician Maintenance II	24.93
23183 - Electronics Technician Maintenance III	26.54
23260 - Fabric Worker	16.80
23290 - Fire Alarm System Mechanic	18.55
23310 - Fire Extinguisher Repairer	15.51
23311 - Fuel Distribution System Mechanic	19.65
23312 - Fuel Distribution System Operator	17.03
23370 - General Maintenance Worker	16.68
23380 - Ground Support Equipment Mechanic	21.79
23381 - Ground Support Equipment Servicer	16.34
23382 - Ground Support Equipment Worker	17.40
23391 - Gunsmith I	15.51
23392 - Gunsmith II	18.06
23393 - Gunsmith III	20.59
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.18
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.55
23430 - Heavy Equipment Mechanic	21.00
23440 - Heavy Equipment Operator	19.22
23460 - Instrument Mechanic	20.87
23465 - Laboratory/Shelter Mechanic	19.34
23470 - Laborer	12.46
23510 - Locksmith	20.06
23530 - Machinery Maintenance Mechanic	22.80
23550 - Machinist, Maintenance	20.46
23580 - Maintenance Trades Helper	15.02
23591 - Metrology Technician I	20.87
23592 - Metrology Technician II	21.85
23593 - Metrology Technician III	22.85
23640 - Millwright	21.48
23710 - Office Appliance Repairer	17.58
23760 - Painter, Maintenance	17.49
23790 - Pipefitter, Maintenance	21.58
23810 - Plumber, Maintenance	20.68
23820 - Pneudraulic Systems Mechanic	20.59
23850 - Rigger	20.19
23870 - Scale Mechanic	18.06
23890 - Sheet-Metal Worker, Maintenance	18.72
23910 - Small Engine Mechanic	17.13
23931 - Telecommunications Mechanic I	21.79
23932 - Telecommunications Mechanic II	23.09
23950 - Telephone Lineman	22.01
23960 - Welder, Combination, Maintenance	18.74
23965 - Well Driller	21.77
23970 - Woodcraft Worker	20.59
23980 - Woodworker	15.51
24000 - Personal Needs Occupations	
24550 - Case Manager	12.32
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.11
24610 - Chore Aide	9.04
24620 - Family Readiness And Support Services Coordinator	12.32
24630 - Homemaker	16.62
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.36
25040 - Sewage Plant Operator	19.58
25070 - Stationary Engineer	23.36
25190 - Ventilation Equipment Tender	16.75
25210 - Water Treatment Plant Operator	19.58
27000 - Protective Service Occupations	

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27004 - Alarm Monitor	14. 20
27007 - Baggage Inspector	10. 51
27008 - Corrections Officer	19. 23
27010 - Court Security Officer	18. 53
27030 - Detection Dog Handler	12. 35
27040 - Detention Officer	19. 23
27070 - Firefighter	16. 97
27101 - Guard I	9. 93
27102 - Guard II	12. 35
27131 - Police Officer I	21. 51
27132 - Police Officer II	23. 90
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10. 86
28042 - Carnival Equipment Repairer	11. 62
28043 - Carnival Worker	8. 49
28210 - Gate Attendant/Gate Tender	14. 66
28310 - Lifeguard	11. 90
28350 - Park Attendant (Aide)	16. 41
28510 - Recreation Aide/Health Facility Attendant	11. 97
28515 - Recreation Specialist	13. 96
28630 - Sports Official	13. 06
28690 - Swimming Pool Operator	13. 13
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17. 92
29020 - Hatch Tender	17. 92
29030 - Line Handler	17. 92
29041 - Stevedore I	17. 52
29042 - Stevedore II	19. 79
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	36. 92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25. 46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28. 04
30021 - Archeological Technician I	16. 54
30022 - Archeological Technician II	18. 50
30023 - Archeological Technician III	22. 93
30030 - Cartographic Technician	22. 93
30040 - Civil Engineering Technician	20. 36
30051 - Cryogenic Technician I	21. 61
30052 - Cryogenic Technician II	23. 87
30061 - Drafter/CAD Operator I	16. 54
30062 - Drafter/CAD Operator II	18. 50
30063 - Drafter/CAD Operator III	20. 64
30064 - Drafter/CAD Operator IV	25. 39
30081 - Engineering Technician I	17. 14
30082 - Engineering Technician II	18. 54
30083 - Engineering Technician III	21. 52
30084 - Engineering Technician IV	25. 66
30085 - Engineering Technician V	30. 95
30086 - Engineering Technician VI	37. 45
30090 - Environmental Technician	21. 22
30095 - Evidence Control Specialist	19. 51
30210 - Laboratory Technician	21. 54
30221 - Latent Fingerprint Technician I	21. 61
30222 - Latent Fingerprint Technician II	23. 87
30240 - Mathematical Technician	22. 93
30361 - Paralegal/Legal Assistant I	19. 05
30362 - Paralegal/Legal Assistant II	23. 59
30363 - Paralegal/Legal Assistant III	28. 85
30364 - Paralegal/Legal Assistant IV	34. 91
30375 - Petroleum Supply Specialist	23. 87
30390 - Photo-Optics Technician	22. 93
30395 - Radiation Control Technician	23. 87
30461 - Technical Writer I	22. 46

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30462 - Technical Writer II	27.48
30463 - Technical Writer III	33.24
30491 - Unexploded Ordnance (UXO) Technician I	23.46
30492 - Unexploded Ordnance (UXO) Technician II	28.39
30493 - Unexploded Ordnance (UXO) Technician III	34.03
30494 - Unexploded (UXO) Safety Escort	23.46
30495 - Unexploded (UXO) Sweep Personnel	23.46
30501 - Weather Forecaster I	25.39
30502 - Weather Forecaster II	30.89
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.64
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 23.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	11.67
31030 - Bus Driver	16.73
31043 - Driver Courier	13.20
31260 - Parking and Lot Attendant	9.36
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	10.04
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	15.04
31363 - Truckdriver, Heavy	20.14
31364 - Truckdriver, Tractor-Trailer	20.14
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.84
99030 - Cashier	8.92
99050 - Desk Clerk	9.53
99095 - Embalmer	24.26
99130 - Flight Follower	23.46
99251 - Laboratory Animal Caretaker I	11.95
99252 - Laboratory Animal Caretaker II	13.40
99260 - Marketing Analyst	18.08
99310 - Mortician	24.26
99410 - Pest Controller	15.45
99510 - Photofinishing Worker	12.33
99710 - Recycling Laborer	15.49
99711 - Recycling Specialist	16.25
99730 - Refuse Collector	13.79
99810 - Sales Clerk	11.81
99820 - School Crossing Guard	12.83
99830 - Survey Party Chief	19.49
99831 - Surveying Aide	12.77
99832 - Surveying Technician	17.49
99840 - Vending Machine Attendant	13.94
99841 - Vending Machine Repairer	17.34
99842 - Vending Machine Repairer Helper	13.79

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

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HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive

ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested

SCA Wage Determination 2015-4691.r1 (Pad)

parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

SCA Wage Determination 2005-2423.r18 (Ports)

***** THIS WAGE DETERMINATION WAS REPLACED 06/21/2016 *****
 WD 05-2423 (Rev. -18) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D. C. 20210

Daniel W. Simms Division of
 Director Wage Determinations

Wage Determination No. : 2005-2423
 Revision No. : 18
 Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Adams, Athens, Gallia, Highland, Hocking, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.91
01012 - Accounting Clerk II		12.56
01013 - Accounting Clerk III		14.03
01020 - Administrative Assistant		17.70
01040 - Court Reporter		18.49
01051 - Data Entry Operator I		11.47
01052 - Data Entry Operator II		12.52
01060 - Dispatcher, Motor Vehicle		17.05
01070 - Document Preparation Clerk		12.16
01090 - Duplicating Machine Operator		12.16
01111 - General Clerk I		10.42
01112 - General Clerk II		11.37
01113 - General Clerk III		12.76
01120 - Housing Referral Assistant		15.79
01141 - Messenger Courier		11.26
01191 - Order Clerk I		10.45
01192 - Order Clerk II		11.80
01261 - Personnel Assistant (Employment) I		12.96
01262 - Personnel Assistant (Employment) II		14.51
01263 - Personnel Assistant (Employment) III		16.17
01270 - Production Control Clerk		18.77
01280 - Recepti onist		10.27
01290 - Rental Clerk		9.84
01300 - Scheduler, Maintenance		12.66
01311 - Secretary I		12.66
01312 - Secretary II		14.16
01313 - Secretary III		15.79
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		17.70
01420 - Survey Worker		11.21

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01531 - Travel Clerk I	12.86
01532 - Travel Clerk II	13.72
01533 - Travel Clerk III	14.55
01611 - Word Processor I	11.21
01612 - Word Processor II	12.58
01613 - Word Processor III	14.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.26
05010 - Automotive Electrician	16.60
05040 - Automotive Glass Installer	15.87
05070 - Automotive Worker	15.87
05110 - Mobile Equipment Servicer	14.42
05130 - Motor Equipment Metal Mechanic	17.26
05160 - Motor Equipment Metal Worker	15.87
05190 - Motor Vehicle Mechanic	16.77
05220 - Motor Vehicle Mechanic Helper	14.33
05250 - Motor Vehicle Upholstery Worker	15.13
05280 - Motor Vehicle Wrecker	15.87
05310 - Painter, Automotive	16.60
05340 - Radiator Repair Specialist	15.87
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.26
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.06
07041 - Cook I	14.66
07042 - Cook II	16.06
07070 - Dishwasher	11.31
07130 - Food Service Worker	11.31
07210 - Meat Cutter	16.06
07260 - Waiter/Waitress	12.28
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.18
09040 - Furniture Handler	12.00
09080 - Furniture Refinisher	18.18
09090 - Furniture Refinisher Helper	14.06
09110 - Furniture Repairer, Minor	16.30
09130 - Upholsterer	18.18
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.17
11060 - Elevator Operator	11.17
11090 - Gardener	14.66
11122 - Housekeeping Aide	11.22
11150 - Janitor	11.22
11210 - Laborer, Grounds Maintenance	12.28
11240 - Maid or Houseman	10.04
11260 - Pruner	11.22
11270 - Tractor Operator	13.88
11330 - Trail Maintenance Worker	12.28
11360 - Window Cleaner	12.40
12000 - Health Occupations	
12010 - Ambulance Driver	13.53
12011 - Breath Alcohol Technician	15.71
12012 - Certified Occupational Therapist Assistant	21.21
12015 - Certified Physical Therapist Assistant	20.47
12020 - Dental Assistant	13.21
12025 - Dental Hygienist	27.52
12030 - EKG Technician	21.54
12035 - Electroneurodiagnostic Technologist	21.54
12040 - Emergency Medical Technician	13.53
12071 - Licensed Practical Nurse I	14.04
12072 - Licensed Practical Nurse II	15.71
12073 - Licensed Practical Nurse III	17.52
12100 - Medical Assistant	11.71

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12130 - Medical Laboratory Technician	16.13
12160 - Medical Record Clerk	12.69
12190 - Medical Record Technician	14.19
12195 - Medical Transcriptionist	12.82
12210 - Nuclear Medicine Technologist	28.77
12221 - Nursing Assistant I	9.38
12222 - Nursing Assistant II	10.55
12223 - Nursing Assistant III	11.51
12224 - Nursing Assistant IV	12.92
12235 - Optical Dispenser	15.47
12236 - Optical Technician	14.04
12250 - Pharmacy Technician	13.63
12280 - Phlebotomist	12.92
12305 - Radiologic Technologist	22.87
12311 - Registered Nurse I	21.89
12312 - Registered Nurse II	26.78
12313 - Registered Nurse II, Specialist	26.78
12314 - Registered Nurse III	32.40
12315 - Registered Nurse III, Anesthetist	32.40
12316 - Registered Nurse IV	38.83
12317 - Scheduler (Drug and Alcohol Testing)	19.47
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.15
13012 - Exhibits Specialist II	21.25
13013 - Exhibits Specialist III	26.00
13041 - Illustrator I	17.15
13042 - Illustrator II	21.25
13043 - Illustrator III	26.00
13047 - Librarian	23.53
13050 - Library Aide/Clerk	11.37
13054 - Library Information Technology Systems Administrator	21.25
13058 - Library Technician	14.80
13061 - Media Specialist I	15.33
13062 - Media Specialist II	17.15
13063 - Media Specialist III	19.13
13071 - Photographer I	13.81
13072 - Photographer II	15.45
13073 - Photographer III	19.14
13074 - Photographer IV	22.69
13075 - Photographer V	26.46
13110 - Video Teleconference Technician	16.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.61
14042 - Computer Operator II	18.72
14043 - Computer Operator III	21.15
14044 - Computer Operator IV	22.66
14045 - Computer Operator V	25.09
14071 - Computer Programmer I	21.74
14072 - Computer Programmer II	24.22
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	25.57
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.61
14160 - Personal Computer Support Technician	22.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.57
15020 - Aircrew Training Devices Instructor (Rated)	30.94
15030 - Air Crew Training Devices Instructor (Pilot)	36.53
15050 - Computer Based Training Specialist / Instructor	25.57
15060 - Educational Technologist	27.48

SCA Wage Determination 2005-2423.r18 (Ports)

15070 - Flight Instructor (Pilot)	36.53
15080 - Graphic Artist	19.34
15090 - Technical Instructor	19.32
15095 - Technical Instructor/Course Developer	23.64
15110 - Test Proctor	15.60
15120 - Tutor	15.60
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.13
16030 - Counter Attendant	9.13
16040 - Dry Cleaner	11.56
16070 - Finisher, Flatwork, Machine	9.13
16090 - Presser, Hand	9.13
16110 - Presser, Machine, Drycleaning	9.13
16130 - Presser, Machine, Shirts	9.13
16160 - Presser, Machine, Wearing Apparel, Laundry	9.13
16190 - Sewing Machine Operator	12.37
16220 - Tailor	13.18
16250 - Washer, Machine	9.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.98
19040 - Tool And Die Maker	21.26
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.69
21030 - Material Coordinator	18.77
21040 - Material Expediter	18.77
21050 - Material Handling Laborer	12.13
21071 - Order Filler	12.45
21080 - Production Line Worker (Food Processing)	13.69
21110 - Shipping Packer	13.86
21130 - Shipping/Receiving Clerk	13.86
21140 - Store Worker I	12.08
21150 - Stock Clerk	16.41
21210 - Tools And Parts Attendant	13.69
21410 - Warehouse Specialist	13.69
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.63
23021 - Aircraft Mechanic I	19.80
23022 - Aircraft Mechanic II	20.63
23023 - Aircraft Mechanic III	21.49
23040 - Aircraft Mechanic Helper	15.72
23050 - Aircraft, Painter	18.91
23060 - Aircraft Servicer	17.36
23080 - Aircraft Worker	18.20
23110 - Appliance Mechanic	18.69
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	26.73
23130 - Carpenter, Maintenance	19.58
23140 - Carpet Layer	18.58
23160 - Electrician, Maintenance	23.78
23181 - Electronics Technician Maintenance I	21.12
23182 - Electronics Technician Maintenance II	23.33
23183 - Electronics Technician Maintenance III	24.78
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.48
23311 - Fuel Distribution System Mechanic	19.64
23312 - Fuel Distribution System Operator	15.77
23370 - General Maintenance Worker	14.33
23380 - Ground Support Equipment Mechanic	19.80
23381 - Ground Support Equipment Servicer	17.36
23382 - Ground Support Equipment Worker	18.20
23391 - Gunsmith I	15.48
23392 - Gunsmith II	17.78

SCA Wage Determination 2005-2423.r18 (Ports)

23393 - Gunsmith III	19.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.45
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.18
23430 - Heavy Equipment Mechanic	17.77
23440 - Heavy Equipment Operator	21.57
23460 - Instrument Mechanic	22.10
23465 - Laboratory/Shelter Mechanic	18.92
23470 - Laborer	12.23
23510 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	20.36
23550 - Machinist, Maintenance	19.47
23580 - Maintenance Trades Helper	14.77
23591 - Metrology Technician I	22.10
23592 - Metrology Technician II	22.94
23593 - Metrology Technician III	23.78
23640 - Millwright	22.14
23710 - Office Appliance Repairer	18.54
23760 - Painter, Maintenance	18.56
23790 - Pipefitter, Maintenance	21.00
23810 - Plumber, Maintenance	20.25
23820 - Pneudraulic Systems Mechanic	19.80
23850 - Rigger	19.80
23870 - Scale Mechanic	17.78
23890 - Sheet-Metal Worker, Maintenance	19.73
23910 - Small Engine Mechanic	17.38
23931 - Telecommunications Mechanic I	25.39
23932 - Telecommunications Mechanic II	26.36
23950 - Telephone Lineman	23.30
23960 - Welder, Combination, Maintenance	17.64
23965 - Well Driller	19.58
23970 - Woodcraft Worker	19.80
23980 - Woodworker	15.48
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.32
24580 - Child Care Center Clerk	11.66
24610 - Chore Aide	10.29
24620 - Family Readiness And Support Services Coordinator	11.03
24630 - Homemaker	12.96
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.95
25040 - Sewage Plant Operator	18.18
25070 - Stationary Engineer	24.95
25190 - Ventilation Equipment Tender	16.70
25210 - Water Treatment Plant Operator	18.18
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.22
27007 - Baggage Inspector	10.64
27008 - Corrections Officer	18.93
27010 - Court Security Officer	18.63
27030 - Detection Dog Handler	11.92
27040 - Detention Officer	18.93
27070 - Firefighter	17.41
27101 - Guard I	10.64
27102 - Guard II	11.92
27131 - Police Officer I	18.22
27132 - Police Officer II	20.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.75
28042 - Carnival Equipment Repairer	15.58
28043 - Carnival Equipment Worker	12.01

SCA Wage Determination 2005-2423.r18 (Ports)

28210 - Gate Attendant/Gate Tender	13.36
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.94
28510 - Recreation Aide/Health Facility Attendant	10.91
28515 - Recreation Specialist	17.03
28630 - Sports Official	11.91
28690 - Swimming Pool Operator	17.67
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.11
29020 - Hatch Tender	17.11
29030 - Line Handler	17.11
29041 - Stevedore I	16.36
29042 - Stevedore II	18.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HF0) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HF0) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HF0) (see 2)	27.16
30021 - Archeological Technician I	16.51
30022 - Archeological Technician II	18.47
30023 - Archeological Technician III	22.89
30030 - Cartographic Technician	22.89
30040 - Civil Engineering Technician	20.48
30061 - Drafter/CAD Operator I	16.51
30062 - Drafter/CAD Operator II	18.47
30063 - Drafter/CAD Operator III	20.60
30064 - Drafter/CAD Operator IV	25.34
30081 - Engineering Technician I	15.58
30082 - Engineering Technician II	18.24
30083 - Engineering Technician III	20.23
30084 - Engineering Technician IV	25.29
30085 - Engineering Technician V	30.93
30086 - Engineering Technician VI	37.42
30090 - Environmental Technician	19.29
30210 - Laboratory Technician	19.26
30240 - Mathematical Technician	22.71
30361 - Paralegal/Legal Assistant I	17.74
30362 - Paralegal/Legal Assistant II	21.96
30363 - Paralegal/Legal Assistant III	26.89
30364 - Paralegal/Legal Assistant IV	32.54
30390 - Photo-Optics Technician	22.89
30461 - Technical Writer I	22.89
30462 - Technical Writer II	28.00
30463 - Technical Writer III	33.03
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	22.89
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.50
31030 - Bus Driver	13.37
31043 - Driver Courier	11.80
31260 - Parking and Lot Attendant	8.90
31290 - Shuttle Bus Driver	12.76
31310 - Taxi Driver	9.17
31361 - Truckdriver, Light	12.76
31362 - Truckdriver, Medium	15.11
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	

SCA Wage Determination 2005-2423.r18 (Ports)

99030 - Cashier	7.99
99050 - Desk Clerk	10.14
99095 - Embalmer	22.41
99251 - Laboratory Animal Caretaker I	13.20
99252 - Laboratory Animal Caretaker II	13.86
99310 - Mortician	27.93
99410 - Pest Controller	15.46
99510 - Photofinishing Worker	10.96
99710 - Recycling Laborer	13.94
99711 - Recycling Specialist	16.92
99730 - Refuse Collector	12.73
99810 - Sales Clerk	10.31
99820 - School Crossing Guard	11.31
99830 - Survey Party Chief	17.79
99831 - Surveying Aide	11.78
99832 - Surveying Technician	16.17
99840 - Vending Machine Attendant	13.88
99841 - Vending Machine Repairer	16.06
99842 - Vending Machine Repairer Helper	13.88

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, 4 after 15 years, and 5 after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

SCA Wage Determination 2005-2423.r18 (Ports)

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C. F. R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

SCA Wage Determination 2005-2423.r18 (Ports)
agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

SCA Wage Determination 2005-2423.r18 (Ports)

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

DBA Wage Determination KY92.dvb - 10-7-16
 General Decision Number: KY160092 10/07/2016 KY92

Superseded General Decision Number: KY20150092

State: Kentucky

Construction Type: Building

County: McCracken County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/29/2016
2	02/19/2016
3	03/25/2016
4	05/13/2016
5	06/03/2016
6	07/01/2016
7	07/08/2016
8	07/29/2016
9	10/07/2016

ASBE0051-001 03/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.36	13.71

BOIL0040-001 10/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 35.80	24.26

BRKY0004-001 06/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 29.32	13.70

CARPO224-001 06/01/2015

	Rates	Fringes
CARPENTER (Acoustical Ceiling		

Installation Only)..... \$ 23.20 16.00

CARPO357-006 06/01/2016

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 21.49	17.47

CARP1076-002 07/01/2016

	Rates	Fringes
MILLWRIGHT.....	\$ 26.05	20.50

ELEC0816-005 06/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 31.36	25.5%+6.85

ENGI0181-084 06/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 26.05	14.65

ENGI0181-087 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 30.29	14.65

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE \$1.00 ABOVE THE WAGE RATE; 250 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE THE WAGE RATE. ALL CRANES WITH PILING LEADS WILL RECEIVE \$1.00 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.

ENGI0181-088 07/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 30.29	14.65

IRON0782-015 05/01/2016

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.00	21.52

LAB00189-007 06/01/2016

	Rates	Fringes
LABORER (Pipelayer).....	\$ 22.44	11.65

LAB01214-008 07/01/2016

DBA Wage Determination KY92.dvb - 10-7-16

	Rates	Fringes
LABORER (Backfiller, Carpenter Tender, Form - Stripping).....	\$ 21.50	12.03

LAB01214-009 07/01/2016

	Rates	Fringes
LABORER (Grouting, Jack Hammer, Mason Tender - Cement/Concrete, Tamper - Hand Held, Vibrating Plate).....	\$ 21.50	12.03

LAB01392-010 07/01/2016

	Rates	Fringes
LABORER (Concrete Saw - Hand Held/Walk Behind).....	\$ 22.73	11.70

PAIN1072-005 12/01/2014

	Rates	Fringes
PAINTER (Spray Only).....	\$ 26.26	15.30

PAIN1165-003 07/01/2014

	Rates	Fringes
GLAZIER.....	\$ 22.25	12.32

PLUM0184-003 07/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.36	16.78

* SFKY0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.50	18.02

SHEE0110-005 12/01/2014

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 29.45	18.70

* UAVG- KY- 0009 06/02/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.56	29.98

* UAVG- KY- 0010 06/02/2015

	Rates	Fringes
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DBA Wage Determination KY92. dvb - 10-7-16

IRONWORKER, ORNAMENTAL.....	\$ 28.54	20.93

* UAVG- KY- 0011 06/02/2015		
	Rates	Fringes
LABORER: Grade Checker.....	\$ 21.78	11.99

* UAVG- KY- 0012 06/02/2015		
	Rates	Fringes
LABORER: Power Tool Operator....	\$ 22.16	11.43

* UAVG- KY- 0013 06/02/2015		
	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 29.43	14.30

SUKY2015- 013 06/02/2015		
	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.46	9.07
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 20.97	12.01
CEMENT MASON/CONCRETE FINISHER...	\$ 23.49	9.01
IRONWORKER, STRUCTURAL.....	\$ 28.70	12.14
LABORER: Common or General.....	\$ 21.05	8.09
LABORER: Mason Tender - Brick...	\$ 18.73	10.60
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.30	10.73
OPERATOR: Bobcat/Ski d Steer/Ski d Loader.....	\$ 24.64	13.00
OPERATOR: Grader/Blade.....	\$ 24.33	13.00
PAINTER (Brush and Roller).....	\$ 20.19	11.33
ROOFER.....	\$ 22.31	7.41
TILE FINISHER.....	\$ 17.67	7.45
TILE SETTER.....	\$ 25.77	6.10
TRUCK DRIVER: Dump Truck.....	\$ 17.07	6.25

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 5 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

DBA Wage Determination OH72.dvb Mod 11 - 10-14-16
 General Decision Number: OH160072 10/14/2016 OH72

Superseded General Decision Number: OH20150072

State: Ohio

Construction Type: Building

County: Pike County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	02/05/2016
3	03/18/2016
4	04/08/2016
5	06/17/2016
6	07/01/2016
7	07/08/2016
8	08/12/2016
9	08/26/2016
10	09/02/2016
11	10/14/2016

ASBE0080-001 03/07/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.98	20.99

BROH0039-003 06/01/2013

	Rates	Fringes
BRI CKLAYER.....	\$ 30.69	16.01

* BROH0055-007 06/01/2016

	Rates	Fringes
TILE FINISHER.....	\$ 26.56	5.20
TILE SETTER.....	\$ 25.90	13.14

ELEC0575-004 05/30/2016

DBA Wage Determination OH72.dvb Mod 11 - 10-14-16
Rates Fringes

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)..... \$ 31.85 14.02

ELEC0972-008 06/01/2014

Rates Fringes

ELECTRICIAN (Low Voltage Wiring and Alarm Installation Only)..... \$ 32.24 21.33

ELEV0011-002 01/01/2016

Rates Fringes

ELEVATOR MECHANIC..... \$ 42.07 29.985+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0018-022 06/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR
Bobcat/Skid Steer/Skid Loader; Bulldozer..... \$ 32.72 14.41
Crane..... \$ 33.84 14.41
Forklift..... \$ 32.68 14.41

IRON0550-012 05/01/2015

Rates Fringes

IRONWORKER, ORNAMENTAL..... \$ 26.66 18.36

IRON0769-001 06/01/2016

Rates Fringes

IRONWORKER, STRUCTURAL..... \$ 31.33 23.47

LAB00083-003 06/01/2016

Rates Fringes

LABORER
Common or General; Mason Tender - Brick & Cement/Concrete..... \$ 34.11 10.30

PAIN0093-003 12/01/2015

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	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 24.53	16.15

PAIN1195-001 12/01/2014		

	Rates	Fringes
GLAZIER.....	\$ 30.00	10.87

PLAS0132-011 06/01/2016		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.54	19.97

PLUM0495-005 06/01/2014		

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.42	20.06

PLUM0577-003 06/01/2016		

	Rates	Fringes
PLUMBER (Includes HVAC Pipe Installation).....	\$ 28.35	22.73

SFOH0669-009 04/01/2016		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 35.08	19.99

SHEE0024-010 06/01/2015		

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct and Unit Installation Only).....	\$ 27.71	23.18

SHEE0033-008 07/01/2016		

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation).....	\$ 30.00	22.99

* UAVG-OH-0001 01/01/2016		

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 28.56	20.66

* UAVG-OH-0002 01/01/2016		

	Rates	Fringes
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ROOFER..... \$ 28.85 14.74

SUOH2012-053 08/29/2014

	Rates	Fringes
CARPENTER.....	\$ 25.80	12.54
DRYWALL FINISHER/TAPER.....	\$ 20.66	4.91
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 22.27	14.40
LABORER: Pipelayer.....	\$ 18.37	4.79
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 29.18	10.69
OPERATOR: Loader.....	\$ 22.69	8.01
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.91	10.42
TRUCK DRIVER: Dump (All Types)...	\$ 19.33	6.55

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

DBA Wage Determination OH72.dvb Mod 11 - 10-14-16
Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
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Washington, DC 20210

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END OF GENERAL DECISION

SECTION J
Attachment J-7a
Attachment -7a

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of Wage Determination No.: CBA-2015-7716
Director Wage Determinations Revision No.: 1
State: Kentucky Date Of Last Revision: 6/4/2015
Area: McCracken

Employed on Department of Energy contract for Operation of Depleted Uranium Hexafluoride Conversion Facilities.

Collective Bargaining Agreement between contractor: Uranium Disposition Services LLC "UDS", and union: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Local 5-550, effective 6/27/2005 through 6/27/2014 and amended on 6/26/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

*SECTION J
Attachment J-7b
A*

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski	Division of	Wage Determination No.:	CBA-2015-7717
Director	Wage Determinations	Revision No.:	1
		Date Of Last Revision:	6/4/2015

State: Ohio

Area: Pike

Employed on Department of Energy contract for Operation of Depleted Uranium Hexafluoride Conversion Facilities.

Collective Bargaining Agreement between contractor: Uranium Disposition Services, and union: United Steel, Paper and Forestry, Rubber, Manufacturing and Serv Local 5-689, effective 6/27/2005 through 5/1/2014 and amended on 6/26/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**Attachment J-8
List of Deliverables**

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-1	Transition Operations Plan	Once; submitted with proposal	DOE	Approved at Notice to Proceed	Re: Section C.3.2
D-2	Cylinder Surveillance and Maintenance Plan	Review the Existing approved Plan and either accept or revise the Plan. Submit to DOE within 60 Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section C.3.4.15 and C.7.1.1
D-3	Conversion Facilities Operations and Maintenance Plan	60 Days after Notice to Proceed; update as needed thereafter	DOE	30 Days after Submittal	Re: Section C.3.4.16
D-4	Readiness Assessment (RA) Plan	30 Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section C.3.4.17
D-5	Readiness Assessment Report	Within 15 business days prior to completion of the Transition Operations Phase	DOE	15 days after Submittal or by end of Transition Operations Phase	Re: Section C.3.4.17
D-6	Notification in Writing of Readiness to Assume Full Responsibility for Conversion Facility Operations and Cylinder S&M	After Completion of the Transition Operations Phase,	DOE	30 Days after Submittal	Re: Section C.3.5.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-7	As-Built Drawings	Annually by October 1.	INFORMATION ONLY	N/A	Re: Section C.4.1.1
D-8	RESERVED				
D-9	Project Management Plan	60 Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section C.6.1.1
D-10	Waste Management Plan	60 Days after Notice to Proceed; revise whenever changes are made that effect waste management thereafter	DOE	30 Days after Submittal	Re: Section C.6.2.1
D-11	Conversion Product Management Plan	60 Days after Notice to Proceed; revise whenever changes are made that effect product management thereafter	DOE	30 Days after Submittal	Re: Section C.6.3
D-12	Radiation Protection Program	60 Days after Notice to Proceed; Significant Proposed Changes 90 days prior to implementation and annual updates as necessary thereafter	DOE	30 Days after Submittal	Re: Section C.6.4
D-13	Environmental Radiological Protection Program	60 Days after Notice to Proceed; Significant Proposed Changes 90 days prior to implementation and annual updates as necessary thereafter	DOE	30 Days after Submittal	Re: Section C.6.4

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-14	Regulatory and Permitting Management Plan	60 Days after Notice to Proceed; annual review and update as appropriate thereafter	DOE	30 Days after Submittal	Re: Section C.6.6.1
D-15	Integrated Safety Management System Plan	60 Days after Notice to proceed; update as needed thereafter	DOE	30 Days after Submittal	Re: Section C.6.7.2
D-16	Worker Safety and Health Program	60 Days after Notice to Proceed; annual updates thereafter	DOE	30 Days after Submittal	Re: Section C.6.7.5
D-17	Documented Safety Analyses (DSA) including Technical Safety Requirements (TSR)	Review and Adopt existing DSAs and TSRs, 60 Days after Notice to Proceed; Submit Annual Updates as Required	DOE	30 Days after Submittal	Re: Section C.6.7.7
D-18	Paducah DUF6 Conversion Project Operational Section of the Site-wide Site Security Plan	Annually on a schedule agreed upon by the respective site ODSA	Information Only	NA	Re: Section C.6.8.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-19	Portsmouth DUF6 Conversion Project Operational Section of the Site-wide Site Security Plan	Annually on a schedule agreed upon by the respective site ODSA	Information Only	NA	Re: Section C.6.8.1
D-20	Paducah Nuclear Materials Control and Accountability Plan	45 Days after Notice to Proceed; update as required thereafter	DOE	30 Days after Submittal	Re: Section C.6.8.3

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-21	Site Emergency Plan (integrated with other site contractors)	41 Days after Notice to Proceed; update as required thereafter	DOE	30 Days after Submittal	Re: Section C.6.9.2 Submit to CO and Contractor provides Emergency Plan information to Site Coordinator for Site Integrated Emergency Plan. DOE shall receive an informational copy of all submittals to the Site Emergency Management Coordinator for changes to the site wide Emergency Plan as evidence of meeting the deliverable.

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-22	Emergency Planning Hazard Survey	Tri-annual updates or as major changes occur	DOE	30 Days after Submittal	Re: Section C.6.9.5 Contractor provides necessary information for contractor facilities and processes needed for the site wide All-Hazards Survey developed and updated by the Site Emergency Management Coordinator. DOE shall receive an informational copy of all hazards survey information submittals to the Site Coordinator as evidence of meeting the deliverable.

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-23	Emergency Planning Hazards Assessments (EPHAs)	Tri-annual updates or as major changes occur	DOE	30 Days after Submittal	Re: Section C.6.9.5 Contractor provides necessary information for contractor facilities and processes needed for the site wide EPHA to be developed and updated by the Site Emergency Management Coordinator. DOE shall receive an informational copy of all EPHA information submittals to the Site Coordinator as evidence of meeting the deliverable.
D-24	Site Integrated Emergency Readiness Assurance Plan (ERAP)	41 Days after Notice to Proceed; with Annual Updates thereafter	DOE	30 Days after Submittal	Re: Section C.6.9.6 Contractor provides ERAP information to Site Coordinator for Site Integrated ERAP

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-25	Site Integrated Continuity of Operations (COOP)	41 Days after Notice to Proceed with Annual Updates thereafter	DOE	30 Days after Submittal	Re: Section C.6.9.7 Submit to CO and Contractor provides COOP information to Site Coordinator for Site Integrated COOP
D-26	Quality Assurance Program (QAP)	60 Days after Notice to Proceed; annual review and update as appropriate thereafter	DOE	30 Days after Submittal	Re: Section C.6.10
D-27	Contractor Assurance System Description	60 Days after Notice to Proceed; annual review and update as appropriate thereafter	DOE	30 Days after Submittal	Re: Section C.6.10.2
D-28	Issues Management System	60 Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section C.6.10.3
D-29	Issues Management System Reporting	Monthly after completion of the Transition Operations Phase	DOE	30 Days after Submittal	Re: Section C.6.10.3
D-30	RESERVED				
D-31	Records Management Plan	60 Days after Notice to Proceed; update as needed thereafter	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-32	Image Quality Statistical Sampling Plan	60 Days after Notice to Proceed; update as needed thereafter	DOE	30 Days after Submittal	Re: Section C.6.12.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-33	Vital Records Program	60 Days after Notice to Proceed; update as needed thereafter	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-34	Vital Records Inventory	Annually	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-35	List of all Electronic Information Systems	Annually, first submittal 90 days after Notice to Proceed, then annually at end of fiscal year	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-36	File Plan	120 Days after Notice to Proceed; annual updates as needed, documenting any revisions	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-37	Records Management Data Calls	As requested	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-38	Records Disposition Plan	60 Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section C.6.12.1
D-39	Records Contract Closeout Plan	90 days before the End of the Performance Period	DOE	30 Days after Submittal	Re: Section C.6.12.3
D-40	Report of Annual Physical Inventory Results	Annually, by September 30	INFORMATION ONLY	30 Days after Submittal	Re: Section C.6.13.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-41	Report of Loss, Damage, Destruction or Theft	Per Occurrence	INFORMATION ONLY	30 Days after Submittal	Re: Section C.6.13.1
D-42	Property Information Database System (PIDS)	Annually, by December 1	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-43	Reserved				
D-44	Reserved				
D-45	Report of Sales and Exchanges	Annually, by November 1	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-46	Motor Vehicle Fleet Reports (FAST)	As Required	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-47	Property Management Business System Plans and Procedures	45 Days from Notice to Proceed	INFORMATION ONLY	30 Days after Submittal	Re: Section C.6.13.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-48	Final Property Reports for Physically Completed or Terminated Contracts	As Required	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-49	Special Reports for Motor Vehicles	As Required	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-50	GSA Report of Property Furnished to Non- Federal Activities	Annually, by October 31	INFORMATION ONLY	N/A	Re: Section C.6.13.1
D-51	Other Real Property Reporting –DOE Requested Information	As Required	DOE Certified Realty Specialist (CRS) Approval	7 Calendar Days	Re: Section C.6.13.2.2
D-52	Maintenance Management Program	90 Days after Notice to Proceed and at least every three years for all nuclear facilities	DOE Approval	30 Days after Submittal	Re: Section C.6.13.2.5
D-53	Facilities Information Management System (FIMS) Validation	Annually – September 30	DOE Approval	N/A	Re: Section C.6.13.2.6

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-54	FIMS Reporting (Recalculation of FIMS RPV, FY Deferred Maintenance, FY Actual Maintenance, FY FPRPC Data Elements)	Annually	DOE Approval	N/A	Re: Section C.6.13.2.6
D-55	CAS Program	60 Days after Notice to Proceed	DOE Approval	30 Days after Submittal	Re: Section C.6.13.2.7
D-56	Five Year Forecast	Annually	DOE Certified Realty Specialist Concurrence Required	7 Calendar Days	Re: Section C.6.13.2.8
D-57	Site Sustainability Plan	Annually	DOE Approval	45 days	Re: Section C.6.13.2.9
D-58	Value Engineering Assessment	As Needed	DOE Review and Information	N/A	Re: Section C.6.13.2.10
D-59	Records of Cylinder and Cylinder Yard Inspection and Maintenance	As requested	INFORMATION ONLY	N/A	Re: Section C.7.1.1

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-60	Cylinder Content Reports and Information	As requested	INFORMATION ONLY	N/A	Re: Section C 7.1.2
D-61	CID Software Configuration Management Procedure	Update as needed; no less than annually	DOE	30 Days after Submittal	Re: Section C.7.1.2
D-62	Database Tracking the Inventory of Cylinders containing UOx (including cylinder integrity inspection contents, inspection status, S&M activities, and location for the cylinder inventory)	As Necessary	DOE	30 Days after Submittal	Re: Section C.7.1.2
D-63	Contract Closeout Plan	60 Day Prior to the End of the Period of Performance	DOE	30 Days after Submittal	Re: Section I.100
D-64	Contractor Employee Compensation Plan	By Close of Contract Transition Operations Phase	DOE	30 Days after Submittal	Re: Section H.5(A)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-65	RESERVED				
D-66	Annual Contractor Salary-Wage Increase Expenditure Report	Annually– no later than 30 days after end of salary plan year	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(C)(1)
D-67	A List of the top five most highly compensated executive as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation and any subsequent change to their total cash compensation	Annually Compensation Subject to cap Report submitted no later than January 15	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(C)(2)
D-68	Annual Report of Compensation and Benefits	Annually in iBenefits	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(C)(3)
D-69	Any Proposed Major Compensation Program Design Changes	Prior to Implementation	EM HEAD OF CONTRACTING AUTHORITY	30 Days after Submittal	Re: Section H.5(D)(3)(a)(i)
D-70	Annual Compensation Increase Plan (CIP)	Annually per the H Clause	EM HEAD OF CONTRACTING AUTHORITY	30 Days after Submittal	Re: Section H.5(D)(3)(a)(ii)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-71	Individual Compensation Actions for the Top Contractor Official and Key Personnel.	Within 10 Days from Notice to Proceed; within 30 days of salary changes for Top Contract Officers or Key Personnel not included in the CIP; and when Key Personnel are Replaced during the Life of the Contract	EM HEAD OF CONTRACTING AUTHORITY	30 Days after Submittal	Re: Section H.5(D)(3)(a)(iii)
D-72	Employee Benefits Value (Ben-Val) Study	Every Two Years for Each Benefit Tier and Prior to the Adoption of any Change to a Pension or Other Benefit Plan.	DOE	30 Days after Submittal	Re: Section H.5(E)(3)(a)
D-73	Employee Benefits Value Study and/or Cost Study Comparison Benefit Corrective Action Plans	As Required	EM HEAD OF CONTRACTING AUTHORITY	No later than 60 days after CO Notification	Re: H.5(E)(5)
D-74	Employee Benefits Cost Survey Comparison	Annually beginning second year of the Contract.	DOE	30 Days after Submittal	Re: Section H.5(E)(3)(b) Template provided by DOE to Contractor for review and submittal
D-75	ERISA Section 103 Audit Report	Limited Scope Audit Annually and full scope audit every three years for each pension plan for which DOE reimburses costs	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(G)(3)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-76	Post Retirement Benefit Management Plan (PRB)	Annually in iBenefits by January 31	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(E)(9)
D-77	Pension Management Plan (PMP)	Annually in iBenefits by January 31	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(G)(7)(a)
D-78	Actuarial Valuation Reports	Annually, As Soon as Possible after the Last Day of the Plan Year, but No Later than the Due Date for Filing IRS Form 5500	DOE REVIEW AND INFORMATION	N/A	Re: Section H.5(I)(1)Section H.6(C))
D-79	Copies of IRS Form 5500 with Schedules for each DOE-Funded Benefit & Retirement Plans	Upon submittal to the Internal Revenue Service	INFORMATION ONLY	N/A	Re: Section H.5(I)(2)
D-80	Copies of IRS Form 5300	Upon submittal to the Internal Revenue Service	INFORMATION ONLY	N/A	Re: Section H.5(I)(3)
D-81	Changes to Pension Plans and Pension Plan Funding	At Least 60 Days Prior to the Adoption of Any Changes	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.5(J)(1)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-82	New Benefit Plans and Changes to Plan Design or Funding Methodology with Justification	At Least 60 Days Prior to the Adoption of Any Changes	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.5(J)(2)
D-83	Reserved				
D-84	Any Changes or Amendments to the DUF6 Pension Plan for Grandfathered Employees	Prior to Adoption of Any Change	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.6(E)
D-85	Description of All Workforce Transition Agreements	Within 10 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(1)(a)
D-86	Draft Written Communication Plan	Within 10 Days of Notice to Proceed	DOE	>5 days after Submittal	Re: Section H.7(A)(1)(b)
D-87	Estimated Costs and Detailed Breakouts of the Costs to Accomplish Workforce Transition Activities	Within 10 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(1)(c)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-88	Draft Workforce Transition Plan	Within 15 Days of Notice to Proceed	DOE	>5 days after Submittal	Re: Section H.7(A)(2)(a)
D-89	Final Written Communication Plan	Within 15 Days of Notice to Proceed	DOE	>5 days after Submittal	Re: Section H.7(A)(2)(b)
D-90	Final Workforce Transition Plan	Within 30 Days of Notice to Proceed	DOE	>5 after Submittal	Re: Section H.7(A)(3)
D-91	Draft Workforce Transition Agreements	Within 30 Days of Notice to Proceed	DOE REVIEW AND INFORMATION ONLY	N/A	Re: Section H.7(A)(3)
D-92	Final Workforce Transition Agreements	Within 60 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(4)(a)
D-93	Written Description of Process Utilized in Obtaining Information regarding Employees who have been Identified as being at Risk of being Involuntarily Separated	Within 60 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(4)(b)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-94	Copies of All and Any Written Agreements with BWCS for Transitioning Respective Employees	Within 60 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(A)(4)(c)
D-95	Reports regarding Implementation of Hiring Preferences	During the 90 Day Transition Period on a Weekly Basis, or more frequently if requested	DOE REIVEW AND INFORMATION	N/A	Re: Section H.7(A)(5)
D-96	RESERVED				
D-97	List of Contractor Personnel (along with Contact Information) who will be Responsible for Transitioning for the Existing Pension Plan and Other Existing Benefit Plans and/or Development of New Benefits Plans	Within 10 Days of Notice to Proceed	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(a)(1)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-98	Estimated Costs and Detailed Breakouts of Costs to Accomplish Workforce and Benefits Transition Activities	Within 10 Days of Notice to Proceed	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(a)(3)
D-99	List of Information and Documents Requested from BWCS Pertaining to the Transition of Existing Benefit Plans	Within 15 Days of Notice to Proceed	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(b)(1)
D-100	Draft Benefits Transition Plan	Within 20 Days of Notice to Proceed	DOE	>5 days after Submittal	Re: Section H.7(B)(2)(c)(1)
D-101	Detailed description of Plans and Processes to ensure compliance with the requirements set forth in Clause H.5	Within 20 Days of Notice to Proceed	DOE REVIEW AND INFORMATION	N/A	Re: Section H.7(B)(2)(c)(2)
D-102	Final Benefits Transition Plan	Within 30 Days of Notice to Proceed	DOE	>5 Days after Submittal	Re: Section H.7(B)(2)(d)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-103	Drafts of All Amendments to and Reinstatements of the Pension and Other Benefit Plans Presently Sponsored by BWCS, including but not limited to Amendments effectuating the Change in Sponsorship	Within 45 Days of Notice to Proceed	DOE REVIEW	>5 days after Submittal	Re: Section H.7(B)(2)(e)(1)(i)
D-104	All Draft Restated Benefit Plans and Draft Summary Descriptions (SPDs) for Pension and Other Benefit Plans Sponsored by BWCS	Within 45 Days of Notice to Proceed	DOE REVIEW	>5 days after Submittal	Re: Section H.7(B)(2)(e)(1)(i)
D-105	Drafts of Any New Benefit Plan(s) as well as draft SPDs that the Contractor Proposes to Sponsor	Within 45 Days of Notice to Proceed	EM HEAD OF CONTRACTING ACTIVITY	30 Days after Submittal	Re: Section H.7(B)(2)(e)(1)(ii)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-106	Drafts of the Transition Agreements which the Contractor will Enter into with BWCS, to ensure the Contractor's Compliance with the Pay and Benefits Requirements set forth in Clause H.5	Within 45 Days of Notice to Proceed	DOE	>5 days after Submittal	Re: Section H.7(B)(2)(e)(1)(iii)
D-107	Final Version of the Documents provided in Section H.7(B)(2)(e)	No later than 60 Days after Notice to Proceed and Prior to Adoption or Execution	DOE	>5 days after Submittal	Re: Section H.7(B)(2)(f)
D-108	Final Version of the Benefit Plan Documents including but not limited to SPDs, applicable amendments, employee handbooks and similar documents - Section H.7(B)(2)(e)	Upon Request	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(h)(1)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-109	Any and All Documents pertaining to Implementation of and Compliance with Implementation of the Compensation and Benefit Programs Identified in Clause H.5.	Upon Request	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(h)(2)
D-110	Data Responses to Departmental Annual and Ad Hoc Pension and PRB Data Requests	Upon Request	INFORMATION ONLY	N/A	Re: Section H.7(B)(2)(h)(3)
D-111	Semi-Annual Report on Grievances for which Further Judicial or Administrative Proceedings are anticipated and all Final Grievances	June 30 and December 31 of Each Year	DOE REVIEW AND INFORMATION	N/A	Re: Section H.9(I)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-112	Standard Form 98 (e98) for Subcontractors determined to be Subject to the Service Contract Labor Standards	As soon as Possible	DOE	N/A	Re: Section H.11(c)
D-113	DBA Semi-Annual Enforcement Report	Semi-annually submitted in iBenefits	INFORMATION ONLY	N/A	Re: Section H.11(e)
D-114	PAAA Compliance Plan and Reporting Process	As requested	INFORMATION ONLY	INFORMATION ONLY	Re: Section H.17
D-115	Organizational Conflict of Interest (OCI) Management Plan	Within 15 Calendar Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section H.26
D-116	Diversity Program Plan	60 Calendar Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section H.31(a)
D-117	Annual Diversity Report	Annually	DOE	30 Days after Submittal	Re: Section H.31(c)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-118	Draft of any Planned Communications or Releases of Information to the Public, Media or Members of Congress	10 Days Prior to Planned Issue Date	DOE		Re: Section H.33
D-119	Individual Small Business Subcontracting Plan	Prior to the Beginning of Each Government Fiscal Year	DOE	30 Days after Submittal	Re: Section H.35
D-120	Copies of All Insurance Policies or Arrangements	No later than 30 days after the Purchase Date	DOE	30 Days after Submittal	Re: Section H.45.1.e
D-121	Annual Experience Reports for Each Type of Insurance	Annually	INFORMATION ONLY	N/A	Re: Section H.45.2.a
D-122	Annual Report of Insurance Costs and/or Self-Insurance Charges	Annually	INFORMATION ONLY	N/A	Re: Section H.45.2.b
D-123	Joint Mutual Detailed Plan for Phase-In and Phase-Out of Operations	15 Days after Notice to Proceed	DOE	30 Days after Submittal	Re: Section H.46(b)

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-124	Plan for Substantive Changes to the Financial Management and Business Systems or Subsystems	30 Days in Advance of Implementation	DOE	30 Days after Submittal	Re: Section H.48(b)
D-125	Records in accordance with the Section I Clause entitled, DEAR 970.5204-3, Access to and Ownership of Records, in support of EEOICPA claims and the claim process under the EEOICPA.	As Requested	INFORMATION ONLY	N/A	Re: Section H.50(a), H.50(b), H.50(c), H.50(d), H.50(e), H.50(f), H.50(g), H.50(h) and H.50(i)
D-126	GFS/I Request	Within 30 Days after the Contract Effective Date and by September 1 Prior to Each Fiscal Year End. Projection for Upcoming Fiscal Year.	DOE	Within 15 Calendar Days	Re: Section H.53(b)
D-127	GFS/I Update	Quarterly. 45 Days in Advance of GFS/I Need Date.	DOE	Within 15 Calendar Days	Re: Section H.53(b)

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		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-128	Work Controls System Description (WCSD) or Project Controls System Description (PCSD)	During Contract Transition Period Operations Phase; non-EVMS system must be submitted within one month of Notice to proceed	DOE	30 Days after Submittal	Re: Section H.54.A and Section H.54.B
D-129	Initial Contract Performance Baseline for contract period up to Contract Award	Within the Contract Transition Operations Phase	DOE	30 Days after Submittal	Re: Section H.54.B
D-130	Interim Contract Performance Baseline to Cover the first 15 months of performance starting from Award Date or Notice to Proceed	Within the Contract Transition Operations Phase	DOE	30 Days after Submittal	Re: Section H.54.B
D-131	The Full Contract Performance Baseline for the Remaining Contract Term	During the First Six Months after the Contract Transition Operations Phase	DOE	30 Days after Submittal	Re: Section H.54.B
D-132	Full Contract Performance Baseline for the Full Scope of the Contract	During the First Six Months after the Contract Transition Operations Phase	DOE	30 Days after Submittal	Re: Section H.54.B

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-133	Monthly Status Reports on the Contract Performance Baseline	Monthly	DOE	30 Days after Submittal	Re: Section H.54.B
D-134	Request for Contract Change Proposal (if change to contract scope is needed)	Within Time Frame Specified by the CO	DOE	30 Days after Submittal	Re: Section H.54.B
D-135	Proposed Changes to Contract Performance Baseline	As Necessary	DOE	30 Days after Submittal	Re: Section H.54.B
D-136	Contractor's Monthly Performance Report	Monthly, No Later than the 8 th Business Day Prior to the End of Each Calendar Month	DOE	30 Days after Submittal	Re: Section H.54.B
D-137	Employee Concerns Program Implementation Plan	Within 90 Days of Notice to Proceed	DOE	30 Days after Submittal	Re: Section H.61
D-138	Privacy Act System of Records	Annually	DOE	30 Days after Submittal	Re: Section H.64(a)
D-139	Annual Plan for Community Commitment Activity	Annually; Report on success semi-annually	DOE	30 Days after Submittal	Re: Section H.69

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-140	Legal Management Plan	Within 60 Days of Notice to Proceed	DOE	30 Days after Submittal	Re: Section H.70(a)
D-141	Legal Budget Report	Within 30 Days of the Period Covered by Each Annual Legal Budget	DOE	30 Days after Submittal	Re: Section H.70(a)
D-142	Un-reviewed Safety Question Procedure	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 420.1C-Facility Safety
D-143	Reserved				
D-144	Training Implementation Matrix	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 426.2-Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
D-145	Training Exception Procedure	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 426.2-Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-146	Information for Site-wide Baseline Needs Assessment (BNA)	Be reviewed every three years (coordinated with the Site Emergency Management Coordinator) or whenever a significant new hazard that is not covered by the current BNA is introduced.	DOE	30 Days after Submittal	Contractor provides necessary information for contractor facilities and processes needed for the site wide BNA to be developed and updated by the Site Emergency Management Coordinator. DOE shall receive an informational copy of all BNA information submittals to the Site Coordinator as evidence of meeting the deliverable.
D-147	Nuclear Criticality Safety Program	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 420.1C-Facility Safety
D-148	Conduct Of Operations Matrix	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 422.1 Administrative Change 2-Conduct of Operations
D-149	Onsite Transportation Plan	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 460.2A-Departmental Materials Transportation and Packaging Management

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		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-150	Transportation Security Plan	As required by DOE Order	DOE	30 Days after Submittal	DOE Order 460.2A- Departmental Materials Transportation and Packaging Management ; 49 CFR172- Hazardous Materials
D-151	Reserved				
D-152	Copy of Collective Bargaining Agreement(s)	Within 30 days of Ratification	INFORMATION ONLY	N/A	Re: Section H.9
D-153	Economic Parameters for Collective Bargaining	Prior to Negotiations	EM HEAD OF CONTRACTING ACTIVITY	30 days	Re: Section H.9(B)
D-154	Notification of Labor Relations Issues,	Upon Occurrence	INFORMATION ONLY	N/A	Re: Section H.9(E)
D-155	Report of Settlement	In iBenefits the quarter following ratification of Collective Bargaining Agreement	INFORMATION ONLY	N/A	Re: Section H.9

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-156	Workforce Restructuring Information and Reports (including a Workforce Restructuring Plan if required)	Number of days may be changed based upon Program requirements	EM HEAD OF CONTRACTING ACTIVITY		Re: Section H.10(d)
D-157	Workplace Substance Abuse Program	Within 30 Days of the NTP, and updated annually thereafter or when significant changes occur	CO	30 days	I.71 10 CFR 707
D-158	Workplace Substance Abuse Plan Reports	Semi-annually, by January 30th and July 30th of each year	DOE REVIEW AND INFORMATION	N/A	I.71 10 CFR 707
D-159	Employee Assistance Program Implementation Plan	Within 30 Days of the NTP, and when significant changes occur	CO	30 days	I.71 10 CFR 707

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		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-160	Head Count for Current Fiscal Year and Projected head Count for Upcoming Fiscal Year	Upon DOE request	INFORMATION ONLY	N/A	
D-161	Actual/Projected Layoff's for Current Fiscal Year and Future Fiscal Years	Upon DOE request	INFORMATION ONLY	N/A	
D-162	Quarterly Trending Analysis Report	Quarterly	NONE	NA	Re: Section C.6.10.2
D-163	Quarterly Deferred Maintenance Report	Quarterly as required by DOE Memorandum	None	NA	PPPO letter PPPO-02-3014170-15B, Deferred Maintenance Report, August 15, 2015

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-164	Fire Protection System Impairments	As required by DOE Memorandum	None	NA	PPPO letter PPPO-02-3014170-15D, Deferred Maintenance Report: Expectations for Fire Protection System Impairments, September 23, 2015
D-165	Security and Emergency Management Performance Metrics	15 calendar days prior to the end of each fiscal year quarter	Information Only	NA	PPPO letter PPPO-02-3359847-16, Security and Emergency Management Performance Metrics, February 18, 2016
D-166	DUF4 Production Feasibility Study	August 26, 2017	DOE Approval	NA	Section C 8.1.1
D-167	QA Effectiveness Review Declaration Report	Biennially	None	NA	EM Memorandum “Fiscal Year 2018 Integrated Safety Management System and Quality Assurance Effectiveness Review Declaration” dated December 20, 2017

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-168	Portsmouth Nuclear Materials Control and Accountability Plan	45 Days after Notice to Proceed; update as required thereafter	DOE	30 Days after Submittal	Re: Section C.6.8.3
D-169	DUF6 related Self-Assessment reports and any resulting corrective action plans (Paducah)	Annually on a schedule agreed upon by the site ODSA	Information Only	NA	Re: Section C.6.8.1
D-170	DUF6 related Self-Assessment reports and any resulting corrective action plans (Portsmouth)	Annually on a schedule agreed upon by the site ODSA	Information Only	NA	Re: Section C.6.8.1

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		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-171	Cylinder Sampling and Analysis Plan and Quality Assurance Project Plan for Polychlorinated Biphenyls (PCBs) Draft	21 days from Notice to Proceed	None	14 days	Re: Section C.8.12
D-172	Cylinder Sampling and Analysis Plan and Quality Assurance Project Plan for Polychlorinated Biphenyls (PCBs) Final	14 days after receipt of DOE Comments	None	14 days	Re: Section C.8.10
D-173	Cylinder Sampling and Analysis for Polychlorinated Biphenyls (PCBs) Draft Report	May 31, 2019	None	14 days	Re: Section C.8.10

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		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-174	Cylinder Sampling and Analysis for Polychlorinated Biphenyls (PCBs) Final Report	June 25, 2019	None	14 days	Re: Section C.8.10
D-175	List of Cylinders	1 Week from Notice to Proceed	DOE	For Information	Re: Section C.8.11
D-176	Documented Safety Analyses (DSA) including Technical Safety Requirements (TSR)	July 31, 2021	DOE	4 Months	Section C.8.13
D-177	FAR compliant cost proposal to fully implement the revised safety basis documents $\leq 0.960\%$ U235 and enriched Heels (D-169 implementation)	July 31, 2021	CO	6 Months	Section C.8.13

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-178	Final “Conveyance Mating System” Configuration	Once, as proposed	DOE Review and Concurrence	30 Days after Submittal	Section C.8.14
D-179	Oxide Shipment Pilot Study	January 30, 2022	DOE	30 Days after Submittal	Section C.8.14
D-180	Disposal Certificates	30 Days after receipt from Disposal Facility	DOE	N/A	Section C.8.14
D-181	30% Design	December 16, 2019	For Concurrence	30 Days	Re: Section C.8.15
D-182	60% Design	July 21, 2020	For Concurrence	30 Days	Re: Section C.8.15
D-183	Construction Project Safety and Health Plan	June 30, 2020	For Information	N/A	Re: Section C.8.15

DELIVERABLE NUMBER	DELIVERABLE NAME	LIST OF DELIVERABLES			CLAUSE(S)/REMARKS
		FREQUENCY	DOE APPROVAL	Number of Days Required for DOE REVIEW AND APPROVAL (Calendar Days)	
D-184	Documented Safety Analysis Update for UF4 Conversion Line	July 30, 2020	DOE	120 days after Submittal	Re: Section C.8.15
D-185	90% Design	May 14, 2021	For Concurrence	30 Days	Re: Section C.8.15
D-186	Certified for Construction Design Package	July 30, 2021	For Concurrence	30 Days	Re: Section C.8.15
D-187	Equipment Orders (as defined in Mod 120)	May 1, 2021	For Information	N/A	Re: Section C.8.16
D-188	Evaluation of design and implementation of IPR recommendations as defined in DOE letter PPPO-01-10015321-21	August 31, 2021	For Information	NA	Re: Section C.8.18



INDIVIDUAL SMALL BUSINESS SUBCONTRACTING PLAN

Contractor: Mid-America Conversion Services, LLC (MCS)
Address: 1020 Monarch Street, Suite 300, Lexington, KY 40513
Contract #: DE-EM0004559
Period of Performance: 60 months
Description of Work Performed: Operation of the DUF6 Conversion Facilities at Paducah, KY and Portsmouth, OH

1.0 Subcontracting Goals

The goals associated with this Individual Small Business Subcontracting Plan were developed through detailed planning to evaluate goods and services for subcontracting. At the beginning of each Government fiscal year, or other period as required by the Contracting Officer, MCS shall submit an Individual Small Business Subcontracting Plan containing the annual subcontracting goals required by the clause at Federal Acquisition Regulation (FAR) 52.219-9, Small Business Subcontracting Plan, and any changes to the Master Subcontracting plan.

Goals for the use of small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), historically underutilized business zone (HUBZone) small business, small disadvantaged business (SDB) and women-owned small business (WOSB) concerns will be expressed in terms of percentages and dollars of total planned subcontracting.

The Subcontracting Plan total percentage of planned subcontracting with small business concerns will include the estimated total dollars planned to be subcontracted with small, veteran-owned small business, service disabled veteran-owned, HUBZone small business, small disadvantaged and women-owned small business concerns.

1.1 Subcontracting Goal Percentages

<i>Individual Small Business Subcontracting Plan Goal Percentages</i>	
	Percentages
All planned subcontracting	20.3%
Total planned subcontracting to small business (SB)	45%
Total planned subcontracting to HUBZone (HUBZ)	3%
Total planned to subcontracting to small disadvantaged business (SDB)	5%
Total planned to woman-owned small business (WOSB)	5%
Total planned to veteran-owned small business (VOSB)	3%
Total planned to service disabled veteran-owned small business (SDVOSB)	3%



2.0 Subcontracting Goal Amounts

Subcontracting Goal Amounts						
Total Contract Value to Date	472,429,517					
All planned subcontracting	95,903,192					
Total planned to small business (SB)	43,156,436					
Total planned to HUBZone (HUBZ)	2,877,096					
Total planned to small disadvantaged business (SDB)	4,795,160					
Total planned to woman-owned small business (WOSB)	4,795,160					
Total planned to veteran-owned small business (VOSB)	2,877,096					
Total planned to service disabled veteran-owned small business (SDVOB)	2,877,096					
Subcontracting Goal Amounts	FY17	FY18	FY19	FY20	FY21	FY22
All planned subcontracting	12,185,618	13,020,456	15,538,113	24,858,490	25,155,324	8,930,820
Total planned to small business (SB)	6,092,809	6,510,228	7,769,057	11,186,221	12,590,873	4,018,869
Total planned to HUBZone (HUBZ)	365,569	390,614	466,144	745,755	754,660	267,924
Total planned to small disadvantaged business (SDB)	609,281	651,023	776,906	1,242,925	1,257,766	446,541
Total planned to woman-owned small business (WOSB)	609,281	651,023	776,906	1,242,925	1,257,766	446,541
Total planned to veteran-owned small business (VOSB)	365,569	390,614	466,144	745,755	754,660	267,924
Total planned to service disabled veteran-owned small business (SDVOB)	365,569	390,614	466,114	745,755	754,660	267,924

3.0 Principal Types of Supplies and Services and Identified Subcontractor and Vendors

SB Category	Commodity
HUBZone	
Innovative Solutions Unlimited (InSolves)	Machining, Fabricating Services, Technical Support Services
Murtco	Mechanical and Underground Utility Services
Wildflower	Dell Computers and Accessories
Quest Safety	PPE and Safety Supplies
Burgoon Company	PPE and Safety Supplies
VSS Logistics	Hardware/Safety/Electrical Supplies
Small Business	
Lincoln Structural Solutions	Structural elements such as fasteners, washers, pipe, flanges, etc. and dedication of commercial items
Paducah Rigging	Lifting Devices & Slings
Scioto Valve & Fitting	Swagelok
Iron City Pipe & Supply	Industrial/Electrical supplies
Supply Force	Industrial/Electrical supplies
Valley Scale	Calibration & Repair of Mech & Elec. M&TE, Access Scales
Columbia Energy	Design and Fabrication
CESA Contractors	General Construction Services
Knightcorp/Aquapure	PRISM DI Bed Regeneration



SB Category	Commodity
Globalpundits	Technical Support Services Support
Mid-Columbia Engineering	Scrubber Systems and Drumming Station
Schutte & Koerting	Scrubbers
Spectra Tech	Safety Basis Support
Small Disadvantaged Business	
MTAC	IT Support
DKM Construction	General Construction Services
ARS International	Waste Laboratory Services
Service Disabled Veteran-Owned	
KPaul Industries	Office Supplies/ Industrial/Electrical supplies
VSS Logistics	Hardware/Safety/Electrical Supplies
Smith & Associates	Project Control Support
Small Disadvantaged Woman-Owned	
Advanced Computer Concepts	Computer Hardware and Cisco Software
CRC Technologies	Project Control Support
Soldier Creek	Engineering Services
ANA Sourcing	Hardware/Safety/Electrical/Industrial Supplies
Small Veteran	
Alliant Corporation	Data Validation Services
VSS Logistics	Hardware/Safety/Electrical Supplies
Smith & Associates	Project Control Support
Small Woman-Owned	
Waggoner Clothing	Plant clothing
Soldier Creek	Engineering Services
CRC Technologies	Project Control Support
PMXperts, Inc.	Professional, Scientific, & Technical Services
Rudy's Farm Service	Industrial/Electrical supplies/PPE
Hurst Office Supplies	Office Supplies



4.0 Method for Developing Goals

MCS expects to meet or exceed the SB subcontracting goals set forth in this Plan for each of the specified SB categories. The list of supplies and services to be subcontracted to small business entities was developed by reviewing and evaluating the Operation of DUF6 and DUF4 Scopes of Work, considering local, state and federal regulations and guidelines and utilizing current and past experience in subcontracting to SBs.

- The method and quantitative basis (in dollars) used to establish the percentage goals and the areas to be subcontracted to SBs, including HUBZone, SDB, WOSB, VOSB, and SDVOSB concerns, involved an analysis of the following: The contract statement of work and expected project funding;
- Available data on current and past DUF6 subcontracting;
- Anticipated acquisition requirements based on project objectives and;
- Published SB databases with accurate company size, capability and experience information in order to expand upon our list of qualified small business entities to be considered for future subcontracting opportunities.
- MCS has defined key areas of work for which a SB has the qualifications to support the contract. MCS has selected PMXperts Inc., a WOSB subcontractor, to be a Protégé utilizing a DOE Mentor-Protégé Agreement. PMXperts, Inc. services to be provided include: cost analysis, proposal development support, estimating, scheduling, project review meetings, conduct of annual EVMS assessments and certification audits, development of EVMS monthly reports, life-cycle baseline, contract performance baseline, and contract modifications.
- This plan is based on Prime Contract DE-EM004559 less implementation of DOE Order 205.1C which was incorporated into Mod 70. At this time the effects are not known, nor is the potential cost impact to MCS's current or new subcontractors and vendors. Based on these potential ramifications, MCS reserves the right to modify this plan accordingly.

5.0 Method for Identifying Sources

Source lists used in identifying SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB firms to meet established program needs include:

- The Government System for Award Management (SAM) Business Search Database
- DOE SCMC/ICPT Agreement Database
- Federal and State Small Business Administration Databases
- National Minority Purchasing Council Vendor Information Services

The following efforts will be taken to assure that SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts:

- Outreach efforts will be made to obtain sources:
 - a. Contacting minority and small business trade associations;
 - b. Contacting business development organizations;
 - c. Attending SBPM Monthly Training;



d. Contacting SB liaisons at other DOE sites to share information on sources

Internal efforts will be made to guide and encourage procurement professionals by:

- Conducting and arranging training for procurement professionals;
- Establishing and maintaining SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concern source lists, guides and other data for soliciting subcontracts; and
- Monitoring compliance with the subcontracting plan.

6.0. Indirect Costs

Indirect costs are not included in the goals under this Individual Small Business Subcontracting Plan.

7.0 Small Business Program Administration

The following employee will administer the Small Business Subcontracting Program:

Kimberly Peace, Small Business Liaison
Mid-America Conversion Services, LLC
1020 Monarch Street, Suite 300
Lexington, KY 40513
Tel: (859) 685-9273 / Email: kimberly.peace@duf6.pppo.gov

This administrator's duties, as they relate to MCS's subcontracting program include:

- Overall responsibility for the MCS Small Business Program;
- Develop, prepare, and execute subcontracting plans;
- Development of SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB source lists;
- Ensuring that SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB are made aware of subcontracting opportunities and how to prepare acceptable offers;
- Conducting and arranging training for procurement professionals on small business matters;
- Monitoring performance under subcontracting plan and making necessary adjustments to achieve goals;
- Submitting small business numbers for MCS monthly performance metrics;
- Submitting small business numbers required for subcontract reports to be entered into the Electronic Subcontract Reporting System (eSRS) to the Supply Chain Manager; and
- Coordinating activities during Federal agency compliance reviews.

The Individual Small Business Subcontracting Plan is submitted in accordance with Public Law 95-507, 103-355, 105-135, Historically Underutilized Business Zone Act of 1997, and the Veteran Entrepreneurship and Small Business Development Act of 1999, Public Law 106-50 as implemented by Federal Acquisition Regulation 19.702, the Defense Supplement thereto, and Public Law 100-180 and 103-33.



8.0. Description of Good Faith Effort

Maximum practicable utilization of SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. To demonstrate MCS's compliance with a good faith effort to achieve the SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB subcontracting goals, an outline of the steps MCS will follow are listed below:

- All subcontracts greater than \$10,000 will be reviewed by procurement personnel for small business subcontracting opportunities;
- Subcontracts with large businesses, that are not commercial, of \$700,000 or more will be required to submit MCS their small business subcontracting plan;
- Intense outreach efforts will be conducted to include small businesses; and

9.0. Assurances and Flowdowns

MCS agrees to include the FAR clause 52.219-8 entitled, "Utilization of Small Business Concerns" in all subcontracts over the \$250,000 simplified acquisition threshold that offer further subcontracting opportunities. Clause 52.219-9, Small Business Subcontracting Plan, shall be inserted in solicitations and contracts that offer further subcontracting opportunities (with the exception of those issued to small businesses, or commercial large businesses) when the contract amount is expected to exceed \$700,000 (\$1,500,000 for construction).

The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB subcontractors, and prior experience. Upon approval and implementation, plans will be monitored.

10.0. Reports and Studies

MCS agrees to submit required reports and to cooperate in studies or surveys as may be required by the contracting agency or the Small Business Administration to comply with Company's subcontracting plan and the clause entitled, "Utilization of Small Business Concerns" contained in the contract.

MCS, per FAR 52.219.9 (d)(10)(v)-(vii), agrees to submit Individual Small Business Subcontract Reports and/or Summary Subcontract Reports using eSRS in accordance with the instructions on the web site <http://www.esrs.gov> or as provided in agency regulations. MCS will ensure that its subcontractors, who are subject to Section 9 above, agree to submit the ISR and the SSR contract number, DUNS number, and email address of the official responsible for acknowledging the reports. The report shall be submitted for the entire life of the contract within thirty (30) days after the close of each reporting period.

11.0. Recordkeeping

As required by FAR 19.704(a)(11), records will be maintained by MCS to document the



procedures adopted for compliance with the requirements and goals in the subcontracting plan. These records will include the following categories:

- Source list, guides, and other data identifying SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns;
- Organizations contacted to locate SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns;
- On a contract by contract basis subcontract solicitations will be documented on: (1) whether SB concerns were solicited, and if not, why not; (2) whether VOSB concerns were solicited, and if not, why not; (3) whether WOSB concerns were solicited, and if not, why not; (4) whether HUBZone concerns were solicited, and if not, why not; (5) whether SDB concerns were solicited, and if not, why not; (6) whether WOSB concerns were solicited, and if not, why not; and (7) reasons for the failure of solicited SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns to receive the subcontract award;
- Records to support internal activities to: (1) guide and encourage procurement professionals (e.g. training programs); and (2) monitoring activities to evaluate compliance.

12.0 Timely Payments to Subcontractors

As required by FAR 19.702, MCS will establish procedures to ensure timely payment of amounts due pursuant to the terms of subcontracts with SB, HUBZone SB, SDB, WOSB, VOSB, and SDVOSB concerns.

This Individual Small Business Subcontracting Plan is submitted in accordance with FAR 19.708(b), FAR 52.219-8 and 52.219-9.

This Individual Small Business Subcontracting Plan was submitted by:

Name: Kimberly A. Peace Digitally signed by Kimberly A. Peace
DN: dc=com, dc=udslc, ou=Managed Users,
ou=Lexington, cn=Kimberly A. Peace,
email=Kimberly.Peace@dof6.pppo.gov
Date: 2020.08.27 12:51:51 -04'00' Date: 08/27/2020

PERFORMANCE GUARANTEE AGREEMENT*

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-SOL-0007016 for Operation of Depleted Uranium Hexafluoride (DUF6) Conversion Facilities (Contract) dated September 29, 2016, by and between the Government and Mid-American Conversion Services, LLC (Contractor), the undersigned, Westinghouse Government Services, LLC (Guarantor), a limited liability company organized in the State of Delaware with its principal place of business at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the Contract; and (b) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract; and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses if may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

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

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


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

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

[Signature Page Follows]

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on October 24, 2018.

WESTINGHOUSE GOVERNMENT SERVICES, LLC

By: 
Keith Tucker
Vice President, Business Development

UNITED STATES OF AMERICA)
COUNTY OF FAYETTE)
COMMONWEALTH OF KENTUCKY)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Keith Tucker, Vice President, Business Development of WESTINGHOUSE GOVERNMENT SERVICES LLC (Guarantor) to me personally known, who, having first been duly sworn, acknowledge the execution of the foregoing Performance Guarantee Agreement for and on behalf of such Guarantor this 24th day of October, 2018.

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Notary Public



KEITH JUSTICE
Notary Public, Kentucky
State At LarOe

Expires 04-04-2020

ATTACHMENT J-11 -LIST OF ACRONYMS

ACH	Automatic Clearing House
ACO	Administrative Contracting Officer
ACWP	Actual Cost of Work Performed
ACWS	Actual Cost of Work Scheduled
ADA	Americans with Disabilities Act
ADR	Alternative Dispute Resolution
AFL-CIO	American Federation of Labor and Congress of Industrial Organizations
ALARA	As Low As Reasonably Achievable
ANC	Alaska Native Corporation
ANSI	American National Standards Institute
AqHF	Aqueous Hydrofluoric Acid
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
B&R	Budget and Reporting
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
Ben-Val	Benefits Value
BJC MEPP	Bechtel Jacobs Multi-Employer Pension Plan
BOE	Basis of Estimate
BPCS	Basic Plant Control System
BWCS	Babcock and Wilcox Conversion Services
CaF ₂	Calcium Fluoride
CAGE	Commercial and Government Entity
CAIRS	Computerized Accident/Incident Reporting System
CAIS	Condition Assessment Information System
CAS	Cost Accounting Standards/Condition Assessment Survey
CASB	Cost Accounting Standards Board
CBA	Collective Bargaining Agreement
CCR	Central Contractor Registration
CD	Critical Decision
CD-ROM	Compact Disc – Read Only Memory
CEP	Cylinder Evacuation Plan
CER	Cylinder Evacuation Room
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFA	Cognizant Federal Agency
CFAO	Cognizant Federal Agency Official
CFR	Code of Federal Regulation
CID	Cylinder Information Database
CIP	Compensation Increase Plan
CLIN	Contract Line Item Number
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
COOP	Continuity of Operations
COR	Contracting Officer's Representative

CPB	Contract Performance Baseline
CPIF	Cost-Plus-Incentive-Fee
CRADA	Cooperative Research and Development Agreement
CRD	Confidential Restricted Data
CRS	Certified realty Specialist
CSCS	Contract Security Classification Specification
CSY	Cylinder Storage Yard
CY	Contract Year
D&B	Dun and Bradstreet
DAR	Document Acquisition Request
DART	Days Away, Restricted, or Transferred
DB	Defined Benefit
DC	Defined Contribution
DCAA	Defense Contract Audit Agency
DCI	Detailed Cost-Impact
DCO	Designated Contracting Officer
D&D	Decommissioning and Dismantlement
DEAR	Department of Energy Acquisition Regulation
DGA	Dense Grade Aggregate
DM	Deferred Maintenance
DM&R	Deferred Maintenance and Repair
DFF&O	Director's Final Findings and Orders
DNFSB	Defense Nuclear Facilities Safety Board
DOD	Department of Defense
DOE	Department of Energy
DOL	Department of Labor
DPLH	Direct Productive Labor Hour
DSA	Documented Safety Analysis
DU	Depleted Uranium
DUF ₆	Depleted Uranium Hexafluoride
DUNS	Data Universal Numbering System
EAC	Estimate at Completion
EAL	Emergency Action Level
EAR	Export Administration Regulations
ECAS	Environmental Cost Analysis System
ECES	Environmental Cost Element Structure
ECI	Export Controlled Information
ECP	Employee Concerns Program
EEOC	Equal Employment Opportunity Commission
EEOICPA	Energy Employee Occupational Illness Compensation Program
EFT	Electronic Funds Transfer
EIA	Electronic Industries Alliance
EIS	Environmental Impact Statement/Electronic Information System
EM	Environmental Management
EMCBC	Environmental Management Consolidated Business Center
EOC	Emergency Operations Center
EPA	Environmental Protection Agency

EPCRA	Emergency Planning and Community Right-to-Know Act of 1986
EPEAT	Electronic Product Environmental Assessment Tool
EPHA	Emergency Planning Hazards Assessment
ERAP	Emergency Readiness Assurance Plan
ERISA	Employee Retirement Income Security Act
ERMS	Electronic Records Management System
ERPP	Environmental Radiation Protection Program
ES&H	Environmental Safety and Health
ESH&Q	Environment, Safety, Health and Quality
eSRS	Electronic Subcontracting Reporting System
ETC	Estimate to Complete
ETTP	East Tennessee Technology Park, formerly Oak Ridge Gaseous Diffusion Plant
EVMS	Earned Value Management System
FAC	Federal Acquisition Circular
FACTS	Foreign Access Central Tracking System
FAR	Federal Acquisition Regulation
FBP	Fluor-B&W Portsmouth LLC
FCCOM	Facilities Capital Cost of Money
FCL	Facility Clearance
FCPA	Federal Compensation Program Act
FDD	Facility Design Description
FDO	Fee Determination Official
FEMP	Federal Energy Management Program
FFP	Firm-Fixed-Price
FFS	Fluor Federal Services
FICA	Federal Insurance Contributions Act
FIMS	Facilities Information Management System
FIPS PUB	Federal Information Processing Standards Publication
FOB	Free On Board
FOCI	Foreign Ownership Control or Influence
FOGM	Fuel, Oil, Gas and Maintenance
FOIA	Freedom of Information Act
FPD	Federal Project Director
FR	Facility Representative/Federal Register
FRC	Federal Records Center
FRPC	Federal Real Property Council
FSO	Facility Security Officer
FTE	Full Time Equivalent
FTR	Federal Travel Regulations
FUTA	Federal Unemployment Tax Act
FY	Fiscal Year
G&A	General & Administrative
GAO	Government Accountability Office
GDM	General Dollar Magnitude
GDP	Gaseous Diffusion Plant
GFP	Government Furnished Property
GFS/I	Government Furnished Services and Items

GPO	Government Printing Office
GSA	General Services Administration
HC	Hazard Category
HEPA	High Efficiency Particulate Air
HF	Hydrogen Fluoride, Hydrofluoric Acid
HQ	Headquarters
HTML	Hyper Text Markup Language
HSPD-12	Homeland Security Presidential Directive-12
HUBZone	Historically Underutilized Business Zone
IBR	Integrated Baseline Review
ICS	Integrated Process Control
IEEE	Institute of Electrical and Electronics Engineers
IIPS	Interactive Industry Procurement System
IP	Internet Protocol
IPABS	Integrated Accountability, and Budgeting System
IPABS-IS	Integrated Planning, Accountability, and Budgeting System Information Systems
IPR	Independent Project Review
IPT	Integrated Project Team
IPv4	Internet Protocol Version 4
IPv6	Internet Protocol Version 6
IRC	Internal Revenue Code
IRM	Information Resources Management
IRS	Internal Revenue Service
ISMS	Integrated Safety Management System
ISR	Individual Subcontractor Report
ISS	Independent Safety System
IT	Information Technology
KF	Potassium Fluoride
KMP	Key Management Personnel
KOH	Potassium Hydroxide
LA	Limited Area
LATA KY	LATA Environmental Services of Kentucky LLC
LDR	Land Disposal Restrictions
LEU	Low Enriched Uranium
LEUF6	Low Enriched UF6
LLC	Limited Liability Company
LLW	Low Level Waste
LPP	Los Alamos Technical Associates/Parallax Portsmouth, LLC
LTD	Limited
M&O	Managing and Operating
MC&A	Material Control and Accountability
MEPP	Multi-Employer Pension Plan
MEWA	Multiple Employer Welfare Arrangement
MLLW	Mixed Low-Level Waste
MOA	Memorandum of Agreement
MSDS	Material Safety Data Sheet
MT	Metric Ton

MTMC	Military Traffic Management Command
NaF	Sodium Fluoride
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NDA	Non-destructive Assay
NEPA	National Environmental Policy Act
NIH	National Institutes of Health
NIOSH	National Institute of Occupational Safety and Health
NLRB	National Labor Relations Board
NMC&A	Nuclear Materials Control and Accountability
NNSA	National Nuclear Security Administration
NOAV	Notice of Alleged Violation
NOV	Notice of Violation
NQA	Nuclear Quality Assurance
NRC	Nuclear Regulatory Commission
NTP	Notice to Proceed
NSI	National Security Information
NSO	Nuclear Support Office
NTS	Nevada Test Site
NTS	Non-Compliance Tracking System
NUF6	Normal UF6
O&M	Operations and Maintenance
OAM	Operations Activity Manager
OATELS	Office of Apprenticeship Training, Employer and Labor Services
ODFSA	Officially designated Federal Security Authority
ODSA	Officially Designated Security Authority
OEPA	Ohio Environmental Protection Agency
OFAC	Office of Foreign Assets Control
OFCCP	Office of Federal Contract Compliance Program
OLMS	Office of Labor-Management Standards
OMB	Office of Management and Budget
OPSEC	Operational Security
ORCA	Online Representations and Certifications Application
ORFSC	Oak Ridge Financial Service Center
ORPS	Occurrence Reporting and Processing System
ORR	Operational Readiness Review
OSHA	Occupational Safety and Health Administration
OTSP	Operations Transition and Start-Up Plan
OUO	Official Use Only
PC	Performance Category
P. L.	Public Law
PAAA	Price Anderson Amendment Act
PACE	Paper, Allied-Industrial, Chemical, and Energy Workers International Union
PAD	Paducah Gaseous Diffusion Plant
PCB	Polychlorinated Biphenyl
PCSD	Project Controls System Description

PDF	Portable Document Format
PDSAs	Preliminary Documented Safety Analyses
PEIS	Programmatic Environmental Impact Statement
PEMP	Performance Evaluation and Management Plan
PGDP	Paducah Gaseous Diffusion Plant
PIDS	Property Information Database System
PM	Bureau of Political-Military Affairs
PMB	Performance Measurement Baseline
PMP	Pension Management Plan
PORTS	Portsmouth Gaseous Diffusion Plant
PPA	Pollution Prevention Act of 1990/Pension Protection Act of 2006
PPIRS	Past Performance Information Retrieval System
PPPO	Portsmouth Paducah Project Office
PQAP	Project Quality Assurance Plan
PRB	Post-Retirement Benefits
PRS	Paducah Remediation Services, LLC
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QCAR	Quarterly Critical Analysis Report
QIP	Quality Implementation Plan
RA	Readiness Assessment
RCRA	Resource Conservation and Recovery Act
RFP	Request For Proposal
RMFO	Record Management Field Officer
RMP	Risk Management Plan
ROD	Record of Decision
RPP	Radiation Protection Program
RPV	Replacement Plant Value
RV	Relative Value
SA	Supplemental Analysis
SAM	System for Award Management
SAP	Special Access Program
SCI	Sensitive Compartmented Information
SDDC	Surface Deployment and Distribution Command
SEB	Source Evaluation Board
SERT	Secure Electronic Records Transfer
SF	Standard Form
SFFAS	Statement of Federal Financial Accounting Standards
S&M	Surveillance and Maintenance
S/RID	Standards/Requirements Identifications Document
S&S	Safeguards and Security
SBA	Small Business Administration
SCA	Service Contract Act
SCMC	Supply Chain Management Center
SDB	Small Disadvantaged Business
SDD	System Design Description

SIC	Standard Industrial Classification
SIR	Self-Insured Retention
SNM	Special Nuclear Material
SOW	Statement of Work
SPE	Senior Procurement Executive
SRD	System Requirements Document
SS SSC	Safety Significant Systems, Structures, Components
SSO	Source Selection Official
SSOR	Safety System Oversight Representative
SSP	Site Security Plan
SSR	Summary Subcontractor Report
SS SSCs	Safety-Significant Systems, Structures, Components
SST	Swift & Staley Team
SUTA	State Unemployment Tax Authority
SWMU	Solid Waste Management Unit
TBD	To Be Determined
TEC	Total Estimated Cost
TIN	Taxpayer Identification Number
TOP	Transition Operations Phase/Transition Operations Plan
TPC	Total Project Cost
TPMC	Theta Pro2Serve Management Company
TRC	Total Recordable Case
TRU	Transuranic
TSCA	Toxic Substances Control Act
TSR	Technical Safety Requirements
TYSP	Ten Year Site Plan
U	Uranium
²³⁵ U	Uranium 235 Isotope
UCI	Unclassified Controlled Information
UCNI	Unclassified Controlled Nuclear Information
UDS	Uranium Disposition Services, LLC
UF6	Uranium Hexafluoride (synonymous with normal UF6)
UO ₂ F ₂	Uranyl Fluoride
UOx	Uranium Oxide Mixture
USC	United States Code
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
USEC	United States Enrichment Corporation
USW	United Steel Workers
VE	Value Engineering
VECP	Value Engineering Change Proposal
VIPERS	Vendor Inquiry Payment Electronic Reporting System
WAC	Waste Acceptance Criteria
WBS	Work Breakdown Structure
WCSD	Work Control System Description
WEMS	Wastren Energx Mission Support LLC
WFIS	Work Force Information System

WS&H	Worker Safety and Health
WSAP	Worker Substance Abuse Program
WSHP	Worker Safety and Health Program
WSS	Work Smart Standards
YTD	Year-to-Date

**U.S. Department of Energy
 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)**

1. CSCS No.: OR-16-581		2. Previous CSCS No.: Initial		3a. Reason for Action: (Check one) <input checked="" type="radio"/> Add <input type="radio"/> Change <input type="radio"/> Terminate	
4. This Specification is for: (Complete as applicable)		b. Item Numbers Modified: _____			
5. Specification is: (Complete as applicable)					
(Check one) a. <input checked="" type="radio"/> Contract or Other Number <input type="radio"/> Solicitation Contract Type CPAF/FFP - Hybrid b. Contract Number DE-EM0004559 End Date 1-31-2022 <small>(estimated)</small> c. Contract Number of Prime _____ <small>(Complete if registering or soliciting a subcontract)</small> End Date: _____ <small>(estimated)</small>		a. Original (Complete date in all cases) Date: 9-29-16 b. Revised (Supersedes all previous specifications) Date: c. Certificate of Possession. Date: Retention of Classified Matter is Authorized Until Date: d. Final Date: Certificate of Non-Possession or Equivalent Date:			
6. General Identification of this Procurement PPPO Operation of Depleted Uranium Hexafluoride Conversion Facilities at the Portsmouth OH site and Paducah, KY site.					
7. Contractor					
a. Facility Code 11844		b. Name, Address, and Zip Code Mid-America Conversion Services, LLC 545 Oak Ridge Turnpike Oak Ridge, TN 37830		c. Cognizant Security Office (Name, Address, and Zip Code) Department of Energy-Oak Ridge Office P.O.Box 2001 Oak Ridge, TN 37831	
8. Prime Contractor (Complete if registering or soliciting a subcontract)					
a. Facility Code		b. Name, Address, and Zip Code		c. Cognizant Security Office (Name, Address, and Zip Code)	
9. Actual Place of Performance (DOE Facilities) (Attach additional entries as necessary)					
a. Facility Code 11814		b. Name, Address, and Zip Code Fluor Paducah Deactivation Project - Paducah Gaseous Diffusion Plant Kevit, KY 42053		c. Cognizant Security Office (Name, Address, and Zip Code) Department of Energy-Oak Ridge Office P.O.Box 2001 Oak Ridge, TN 37831	
Actual Place of Performance (NON-DOE Facilities) (Attach additional entries as necessary)					
a. ID Code		b. Name, Address, and Zip Code		c. Cognizant Security Office (Name, Address, and Zip Code)	
10. Clearance and Storage				11. This Contract Will Require Access To:	
a. Classification of Matter to be Accessed: <input type="radio"/> TSRD <input type="radio"/> TSFRD <input type="radio"/> TSNSI <input type="radio"/> SRD <input type="radio"/> SFRD <input checked="" type="radio"/> SNSI <input type="radio"/> CRD <input type="radio"/> CFRD <input type="radio"/> CNSI <input type="radio"/> U b. Level of Storage Required at Contractor Facility in Block 7a: <input type="radio"/> TSRD <input type="radio"/> TSFRD <input type="radio"/> TSNSI <input type="radio"/> SRD <input type="radio"/> SFRD <input type="radio"/> SNSI <input type="radio"/> CRD <input type="radio"/> CFRD <input type="radio"/> CNSI <input checked="" type="radio"/> U c. Level of Storage for the Performance of this Contract: <input type="radio"/> TSRD <input type="radio"/> TSFRD <input type="radio"/> TSNSI <input type="radio"/> SRD <input type="radio"/> SFRD <input type="radio"/> SNSI <input type="radio"/> CRD <input type="radio"/> CFRD <input type="radio"/> CNSI <input checked="" type="radio"/> U d. Access Authorization/Security Clearance: <input type="radio"/> Q <input checked="" type="radio"/> L <input type="radio"/> T <input type="radio"/> S <input type="radio"/> C				<input type="checkbox"/> OTHER DCICAVEATS <input type="checkbox"/> COMSEC <input type="checkbox"/> FGI <input type="checkbox"/> NATO <input type="checkbox"/> SCI <input type="checkbox"/> CNWDI <input type="checkbox"/> WD/SIGMAS: _____ <input type="checkbox"/> OTHER: _____	
12. In Performing This Contract, The Contractor Will:					
<input checked="" type="checkbox"/> Have Access to Classified Information Only at Another Contractor's Facility or a Government Activity <input type="checkbox"/> Generate Classified Matter <input checked="" type="checkbox"/> Perform Services That Require Unescorted Access to Security Areas <input type="checkbox"/> Have Access to U.S. Classified Information Outside the U.S., Puerto Rico, U.S. Possessions and Trust Territories <input type="checkbox"/> Other (Specify) _____			<input type="checkbox"/> Receive Classified Matter <input type="checkbox"/> Fabricate, Modify or Store Classified Items (e.g., Hardware or Substances) <input type="checkbox"/> Be Authorized to Use the Services of the Office of Scientific and Technical Information to Receive Classified Matter <input type="checkbox"/> Require a COMSEC Account <input type="checkbox"/> Be Authorized to Use the Defense Courier Service		

13. Classification Guidance The classification guidance needed for this classified effort is identified below. NOTE: Guidance which is in itself classified should be referenced here and provided under separate cover. <p style="text-align: center; font-size: 1.2em; font-weight: bold;">SEE ATTACHED</p>		
14. Security Requirements Security requirements are established for this contract and are identified in the following contract clauses. <input checked="" type="checkbox"/> DEAR 952.204-2 Security Requirements <input checked="" type="checkbox"/> DEAR 952.204-73 Facility Clearance (Solicitation) <input checked="" type="checkbox"/> DEAR 952.204-70 Classification/Declassification <input type="checkbox"/> DEAR 970.5204.1 Counterintelligence (for management contracts ONLY)		
15. Surveys DOE Surveying Office Is <u>ORO</u> Elements of this contract are outside the survey responsibility of the Cognizant Security Office and/or the Surveying Office. <input checked="" type="radio"/> No <input type="radio"/> Yes (Identify specific areas and provide explanation/justification for each)		
16. Certification and Signature. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified contract. All questions shall be referred to the official named below.		
a. Typed Name of Procurement Request Originator Robert E. Edwards III	b. Title and Organization Manager, DOE Portsmouth/Paducah Project Office	c. Telephone (include Area Code) 859-219-4002
d. Address (include Zip Code) DOE PPPO 1017 Majestic Drive, Suite 200 Lexington, KY 40513	e. Signature <u><i>Robert E. Edwards III</i></u> Date <u>9/7/2016</u>	
17. Typed Name of Contracting Official Wilmar C. Delgado	Signature <u><i>Wilmar C. Delgado</i></u> Date <u>9/7/2016</u>	
18. Other Approvals a. Typed Name of Classification Officer (Approval of Block 13) Melanie Underwood b. Typed Name of Special Security Officer, Office of Intelligence & Counterintelligence (Approval of Block 11 (SCI))	Signature <u><i>[Signature]</i></u> Date <u>9/21/16</u> Signature _____ Date _____	
19a. Typed Name of Local Security Officer Peggy J. Jackson, Manager, Facility Clearance Program b. Responsible Office Oak Ridge Office	Signature <u><i>Peggy J. Jackson</i></u> Date <u>9-29-16</u>	
20. Required Distribution <input checked="" type="checkbox"/> Contractor <input checked="" type="checkbox"/> Administering Contracting Officer <input type="checkbox"/> Subcontractor <input type="checkbox"/> Surveying Office if Different than Cognizant Security Office <input checked="" type="checkbox"/> Cognizant Security Office <input type="checkbox"/> Others, as Necessary		
21. General Comments: <div style="height: 40px;"></div>		

02 10/29/16

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

CSCS Number: OR-16-581

Contractor: Mid-America Conversion Services, LLC

13. Classification Guidance

At the very beginning of any new tasking, project, work for others, Cooperative Research and Development Agreement (CRADA), etc., Contractor will ask for and obtain any classification, Unclassified Controlled Nuclear Information (UCNI) and Export Controlled Information training/orientation from the Oak Ridge Classification Officer. All classified or UCNI containing documents or suspect thereof will be produced in a secure area with secure equipment and will be reviewed by Derivative Classifiers and/or Reviewing Officials as appropriate. As necessary, the provisions of DOE Order 475.2B, Attachment 4, paragraph 1, a, (4), shall be complied with. Export Controlled Information will be appropriately identified, marked, and protected from foreigners.

In addition, the following classification guides and applicable classification bulletins shall be utilized by the contractor:

- a.) CG-SS-5, "Classification and UCNI Guide for Safeguards and Security Information,"
- b.) Any of the classification guidance contained in the "Index of DOE Headquarters Classification Guidance, Index-16-2" and any updates to the guidance therein contained if applicable. Special activities guidance shall be complied with if applicable.

9. Actual Place of Performance (DOE Facilities)		
a. Facility Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
11607	Swift & Staley, Paducah Gaseous Diffusion Plant 5505 Hobbs Rd. Kevil, KY 42053	ORO
255	FBP, Portsmouth Gaseous Diffusion Plant P.O. Box 548 Piketon, OH 40661	ORO
11606	Portsmouth Mission Alliance, PGDP P. O. Box 307 Piketon, OH 45661	ORO

9. Actual Place of Performance (DOE Facilities)		
a. ID Code	b. Name, Address, and Zip Code	c. Cognizant Security Office (Name, Address, and Zip Code)
11608	BWCS, Paducah Gaseous Diffusion Plant 5509 Hobbs Rd. Kevil, KY 42053	ORO
11605	BWCS, Portsmouth Gaseous Diffusion Plant P.O. Box 490 Piketon, OH 45661	ORO

Performance Evaluation and Measurement Plan (PEMP)

For

Mid-America Conversion Services, LLC (MCS)

**Acquisition for Operations of Depleted Uranium Hexafluoride
(DUF₆) Conversion Facilities at Paducah, Kentucky and
Portsmouth, Ohio**

Contract No. DE-EM0004559

**October 1, 2018 through January 30, 2022
Revision 5**

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1. INTRODUCTION

The purpose of this Performance Evaluation and Measurement Plan (PEMP) is to define the methodology and responsibilities associated with determining the fee to be awarded to the contractor. The plan outlines the organization, procedures, evaluation criteria and evaluation periods for implementing the award and incentive fee provisions of the contract. The objective of the award fee is to motivate the contractor to substantially exceed standards and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas. The Award Fee period began after the Contract Transition Period and extends for the contract duration.

2. DEFINITION OF TERMS

- a. **Contracting Officer (CO):** The individual authorized to commit and obligate the government through the life of the contract. The CO is an advisor to the Performance Evaluation Board (PEB).
- b. **Fee Determining Official (FDO):** The individual who makes the final determination of the amount of fee to be awarded to the contractor. The FDO is the Manager of the Portsmouth/Paducah Project Office. The authority has been delegated by the Office of Environmental Management Head of Contracting Activity. In the absence of the Manager, Portsmouth Paducah Project Office, the Deputy Manager, Portsmouth Paducah Project Office serves as the FDO.
- c. **Federal Project Director (FPD):** The Federal Project Director is the senior Portsmouth/Paducah Project Office project/operations manager of the DUF₆ Conversion Operating Project. The Federal Project Director serves as the PEB chairperson.
- d. **Performance Evaluation Board (PEB):** The group of individuals who review the contractor's performance and recommend an award fee to the FDO. Members of and advisors to the PEB are indicated in Exhibit 1.
- e. **Project Technical Monitor (PTM):** The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis. The PTM's evaluation is the primary point of reference in determining the recommended award fee, especially the technical support area of performance. The PTMs are responsible for providing their input, as requested, to the FPD. The PTM is an advisor(s) to the PEB.

3. AWARD FEE STRUCTURE

The fee structure is consistent with the contract. This contract has an award fee element. The award fee elements will be structured into two sections: 1) Category of Performance; and 2) Performance Based Incentive (PBI).

- a. The Category of Performance section is divided into the following general categories of performance: a) Quality; b) Schedule; c) Cost Control; d) Management; e) Utilization of Small Business; and f) Regulatory Compliance. Each category will be evaluated separately, and will receive a grade ranging from Unsatisfactory to Excellent consistent with the FAR.
- b. The Performance Based Incentive (PBI) section establishes criteria to incentivize the contractor to achieve and maintain safe, compliant and steady operation of the production facilities (Exhibit 5).
- c. At no time will the fee earned be higher than that set in the contract.
- d. Annual evaluation of the Categories of Performance will be performed after the end of each fiscal year period.
- e. Unearned fee will NOT be rolled over into any future evaluation periods or any other performance objectives.

4. PEMP ISSUANCE/REVISION

A copy of the PEMP will be provided to the contractor at least 30 days prior to the start of the covered period. Changes that do not impact the award fee criteria or process, such as editorial or personnel changes may be made and implemented without being provided to the contractor prior to the start of the evaluation period. The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the implementation of the PEMP change (e.g., start of the evaluation period) to which the change will apply.

5. RESPONSIBILITIES

- a. The FDO establishes the PEB. The FDO approves the award fee plan and any significant changes. The FDO reviews the recommendation(s) of the PEB, considers all pertinent data, determines the earned award fee amount for each evaluation period, and notifies the CO in writing of the final fee determination. The PEB assists the FDO in the award fee determination by recommending an award fee for the contractor's performance. If a PEB member or advisor is absent, the FDO can approve substitute(s) with similar qualifications. Exhibit 1 provides a listing for members and advisors (subject to change).

The PTMs will monitor and evaluate the contractor's performance. The PTMs will work closely with the CO, FPD and Deputy FPDs in performing surveillance duties. PTMs will utilize Exhibit 2, Award Fee Rating Table, and Exhibit 3 Rating Criteria, when monitoring and evaluating contractor's performance. The PEB Chair may add, remove or replace additional PTMs throughout the contract period of performance, as appropriate.

- b. The FPD as a Chair Persons for the PEB, will use the Award Fee Rating Table in Exhibit 2 to determine the adjective ratings for the Category of Performance section to be

reported to the PEB in Exhibit 3. The FPD will be thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The FPD will coordinate administrative actions required by the PTM(s), the PEB, and the FDO. Administrative actions include receiving, processing, and distributing performance evaluation inputs, scheduling and assisting with internal milestones, i.e., PEB briefings, and other actions as required for the smooth operation of the award fee process.

- c. The PEB members will review the PTM's evaluation reports and the FPD's recommended adjectival rating, consider information from other pertinent sources, and develop a fee recommendation. The PEB chairperson will give the fee recommendation to the FDO.
- d. The FDO will review the PEB's recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination. The CO authorizes the work and obligates funding throughout the life of the contract. The CO is an advisor to the PEB. The CO is the liaison between contractor and Government personnel to ensure that the performance evaluation and fee determination comply with the FAR, the terms of the contract, and this PEMP; and will obtain any required clearances. The CO will prepare a letter for FDO signature notifying the contractor of the award fee amount. The CO will modify the contract to reflect the earned award fee for the performance evaluation period.

6. AWARD AND INCENTIVE FEE AMOUNTS

The total current contract fee available is \$25.4M for the contract period (as of Mod 140). The available estimated fee may change consistent with changes to the contract.

The total current contract fee available is \$25.4M for the contract period (as of Mod 140). This value is the sum of the \$24.1M CLIN 0002 total fee and the \$1.3M CLIN 0006 total fee. The increase in CLIN 0006 fee since PEMP Revision 2 (Modification 75) has been included in the Category of Performance. The increased fees or the definitized design effort did not involve changes to the scope or to the value of the CLIN 0006 Performance Based Incentives.

Consistent with the requirement contained in the Executive Order 14042 on Ensuring Adequate COVID Safety Protocols for Federal Contractors (September 9, 2021) and the Safer Federal Workforce Task Force Guidance for Federal Contractors, the Contractor shall develop and implement a compliance plan that results in achievement of at least 90% vaccination rate of prime contractor employees, achieving full vaccination status by December 1, 2021. Full vaccination status shall be measured consistent with CDC guidelines (i.e., 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines; or 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine). The maximum FY22 fee associated with the 90% vaccination is \$500,000 (already included in the subject fee amount) and expected to be shared with the prime contractor workforce. For the evaluation, if the Contractor fails to meet 90% vaccination rate as defined above, it will be reflective in the subject fee ratings.

a. Available Estimated Fee by Category

		Categories of Performance
FY21	October 1, 2020 – September 30, 2021	\$1,861,612
FY22 (partial)	October 1, 2021 – January 30, 2022	\$ 620,538
	TOTAL	\$2,482,150

b. Weighting of Categories of Performance

Categories of Performance	Weightings
1. Quality	20%
2. Schedule	20%
3. Cost Control	20%
4. Management	20%
5. Utilization of Small Business	5%
6. Regulatory Compliance	15%

c. Available Estimated Fee for PBI (FY 2019-FY 2022)

The total PBI for FY 2019 through the end of the contract period of performance (January 30, 2022) is \$13,297,443. The contractor may request confirmation of PBI completion as PBIs are completed.

d. Reduction of Available Fee

- (1) If a fee reduction in accordance with the Contract Clause B.10 “DEAR 952.223-76 Conditional Payment of Fee or Profit–Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (JAN 2004)” is directed, the fee pool for the Categories of Performance for the fiscal year shall be decreased by the equivalent amount. Additionally, the PBI fee earned in that fiscal year shall be decreased by the equivalent amount.

7. AWARD FEE PROCESS

Exhibit 6 provides an overview of the award fee process.

a. PTM Actions

- (1) PTM(s) will continually monitor and evaluate the contractor’s performance using Exhibit 2, Award Fee Rating Table, and the criteria contained in the Exhibit 3, Individual Project Team Evaluator Worksheet, when monitoring and evaluating

contractor's performance. The PTM will review and evaluate each evaluation criteria for each category of performance to determine the performance level of the contractor. Monitoring and evaluating performance will include but not be limited to the routine interface and oversight of the contractor and the review of the provided services and work products submitted to DOE by the contractor. PTM(s) will also evaluate quarterly input by the contractor, if provided.

- (2) At the end of each quarter during the evaluation period of performance (or as requested by the FPD), the PTM will submit to the FPD the rating criteria, Exhibit 3, for all Category of Performance items. Based on the above evaluation results, the PTM will select the appropriate adjective rating with written notes on the strengths and weaknesses of the contractor to report to the FPD. The PTM(s) will maintain all documentation necessary to support his/her evaluation of the contractor's performance.
- (3) The designated PTMs (Deputy FPDs) will assess the contractor's progress against the PBI specified in Exhibit 5 after the contractor adequately documents completion of a PBI. Additionally, the designated PTMs (Deputy FPDs) will assess the contractor's progress against any remaining PBIs specified in Exhibit 5 at the end of the contract period of performance (January 30, 2022) . The PTM(s) will provide status of the Contractor's measured performance against the specified PBIs at the end of the evaluation period of performance to the FPD.

b. FPD's Actions

- (1) On a quarterly basis, the FPD will evaluate the contractor's performance using Exhibit 2, Award Fee Rating Table, and criteria in the Exhibit 3 Individual Project Team Evaluator Worksheet, based on his/her personal observations of performance and on the adjective rating reported by the PTM.
- (2) On a quarterly basis, the FPD will use Exhibit 4, Category of Performance Rating Summary Table, to record the PTM's adjective rating for the period and the FPD's adjective rating. The FPD is not permitted to change the PTM's adjective rating. In addition to reporting the PTM's notes on the strengths and weaknesses of the contractor, the FPD will annotate his/her rationale for selecting a particular adjective rating.
- (3) The FPD will meet with the contractor's project manager during each evaluation period of performance to discuss PTM and FPD ratings, upon request by the contractor's manager. If issues have not been previously communicated by DOE to the contractor, this meeting gives the contractor an opportunity to understand issues and implement corrective actions during the evaluation period of performance.
- (4) The FPD will use Exhibit 4, Category of Performance Rating Summary Table, to determine the adjective rating for the award fee.

- (5) The FPD will submit a completed Exhibit 4, Category of Performance Rating Summary Table, for presentation to the PEB.
- (6) The FPD notifies PEB members and any advisors of the date and time of the PEB meeting. Additionally, the FPD notifies the contractor of the date and time of PEB meeting and advises the contractor of when and how (written, oral, or both) he/she will be permitted to address the PEB as determined by the PEB chairperson. Generally, the contractor will be provided the opportunity to provide written materials (limited to no more than 20 pages) and make an oral presentation of up to 30 minutes. The presentation should be provided in advance and should be in the form of a self-assessment measured against each award fee criteria section. Prior to the PEB meeting, the FPD will provide the PEB members with a page-numbered binder to include, at a minimum, the input for the award fee period from the PTM members, the forms required to be filled out during the evaluation meeting, and the contractor's award fee presentation.
- (7) The FPD prepares the draft performance evaluation report in a briefing format as determined by the PEB chairperson. The area report briefing should include a mix of specific and global evaluation comments so the PEB can get a holistic assessment of the contractor's performance.
- (8) The FPD will evaluate the PTM's (Deputy FPDs) assessment of the Contractor's performance against the specified PBIs and make a recommendation to the FDO.

c. **PEB Actions**

- (1) The FDO will be the approving authority for selection of the PEB members recommended by the chairperson. The PEB chairperson will establish dates, times, and places for the PEB meeting and make appropriate notification to members, advisors, and the contractor. The chairperson will schedule the PEB meeting to ensure the PEB's recommended fee is presented to the FDO within 30 days following the close of the evaluation period.
- (2) The PEB assists the FDO in the award fee determination by recommending an award fee for the contractor's performance. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:
 - Evaluations submitted by the PTMs and FPD. Chairperson may require oral briefings by the functional area personnel.
 - Information submitted by other sources as considered appropriate by the PEB.
 - Contractor's written or oral (or both as determined by chairperson) self-assessment of performance.
- (3) Using Exhibit 4, Category of Performance Rating Summary Table; each PEB member will document their adjectival rating from Exhibit 2, Award Fee Rating Table.

- (4) The PEB chairperson will collect members' Category of Performance Rating Summary Table, Exhibit 4, and review them. If any member's adjective rating is "Unsatisfactory" and this rating is lower than an individual PTM(s) (or FPDs) adjective rating for that same area, appropriate discussions with that member(s) should be conducted to determine the member's rationale. The PEB member(s) may document their rationale by attaching notes to Exhibit 4 for their selection.
- (5) The PEB chairperson summarizes individual member's adjective ratings for the rating criteria using Exhibit 4, Category of Performance Rating Summary Table and provides a summary of the adjective rating to ensure PEB consensus with the resulting overall rating. The PEB will then strive to gain consensus on a fee/fee range recommendation to the FDO for the categories of performance section for award fee.
- (6) The PEB chairperson will prepare or will have prepared a cover letter to transmit the final Performance Evaluation Report, to include Exhibit 4, Category of Performance Rating Summary Table, to the FDO. The PEB chairperson will prepare or will have prepared a Fee Determination Score Card that will be made available to the public after issuance of fee determination. If used, the earned award-fee amount indicated by the use of a conversion table or graph is a guide to the FDO. Use of the Award Fee Conversion Chart does not remove the element of judgment from the award fee process.

d. **FDO's Actions**

- (1) The FDO will review the PEB's recommendations for the Categories of Performance, consider all appropriate data, and notify the CO in writing or via electronic correspondence of his/her final fee determination, after receiving Head of Contracting Activity (HCA) coordination.
- (2) The FDO will review the PEB's recommendations for the completed PBIs, consider all appropriate data, and notify the CO in writing or via electronic correspondence of his/her of the final fee determination, after receiving Head of Contracting Activity (HCA) coordination.

e. **CO's Actions**

- (1) The CO will ensure that the performance evaluation and fee determination comply with the FAR, the terms of the contract, and this PEMP; and will obtain any required business clearance.
- (2) The CO will prepare a letter for the FDO's signature notifying the contractor of the amount of award fee earned for the period. Additionally, the letter will identify any specific areas of strengths and weaknesses in the contractor's performance.

- (3) The CO will unilaterally modify the contract to reflect the FDO's final determination of award fee. This modification will decrease the total value of the contract commensurate with the amount of the fee unearned. The modification will be issued to the contractor within 14 days after the CO receives the FDO's decision. The Contracting Officer will post the one-page score card on the local website sometime after the FDO decision is issued to the contractor.

8. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated for the convenience of the government (Clause I.156), the remaining award fee payable for the current period may be available for equitable adjustment in accordance with the termination clause of the contract. The remaining fee for all periods after the termination shall not be considered earned and therefore shall not be paid.

EXHIBIT 1
PERFORMANCE EVALUATION BOARD

Fee Determining Official:

PPPO Manager

PEB members and advisors:

DUF6 FPD (Chairperson)²

PPPO Deputy Manager

PPPO Procurement Director

*Contracting Officer¹

*Attorney Advisor¹

Project Technical Monitors (Functional Area)^{1 2}:

Deputy DUF6 FPD, Portsmouth
Deputy DUF6 FPD, Paducah
Quality Assurance
Security
Budget/Finance
Information Technology
Environmental/Regulatory
Nuclear Safety/Fac-Reps/SSO
DUF6 CO

¹ Advisor to the PEB, non-voting participants.

² The PEB Chair may add, remove or replace additional PTMs throughout the contract period of performance, as appropriate.

EXHIBIT 2
AWARD FEE – CATEGORIES OF PERFORMANCE SECTION
RATING TABLE

UNSATISFACTORY	SATISFACTORY	GOOD	VERY GOOD	EXCELLENT
0% Earned	No Greater than 50%	51-75% Earned	76-90% Earned	91-100% Earned
Contractor <u>has failed</u> to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period	Contractor <u>has met</u> overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor has <u>exceeded some</u> of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor has <u>exceeded many</u> of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	Contractor has <u>exceeded almost all</u> of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

Adjectival Rating Notes

EXCELLENT (91-100%)

Performance is of the highest quality that could be achieved under the contract. There are no areas of deficiencies or problems encountered during the evaluation period.

VERY GOOD (76-90%)

Performance is of high quality and approaching the best that could be performed by the contractor. Work completed greatly exceeds the average performance level. A few minor problems are experienced during the evaluation period without impacting the overall level of performance.

GOOD (51-75%)

Contractor exceeds some contract requirements in a manner demonstrating commitment to the program. Work is completed much better than the minimum required performance. Areas of deficiency and minor problems are more than off-set by areas of good performance.

SATISFACTORY (<=50%)

Contractor's performance is the minimum required level to meet needs. Areas of good performance are offset by deficiencies and problems, which reduces performance to a level that is minimally acceptable under the contract.

UNSATISFACTORY (0%)

Contractor does not meet minimum contract requirements.

EXHIBIT 3
INDIVIDUAL PROJECT TEAM EVALUATOR WORKSHEET

Project Team Evaluator Name:			
FY: Quarter:			
Adjectival Rating Category of Performance (Evaluation Weighting)			
1. Quality (20%)	Good	Very Good	Excellent
			Satisfactory
			Unsatisfactory
			NA
Notes on Performance Assessment			
EVALUATION CRITERIA	<ul style="list-style-type: none"> The Contractor will be evaluated on the quality and effectiveness of their policies, plans, and procedures governing Contractor activities. The Contractor will be evaluated on their application and incorporation of Quality Assurance (QA), Security and Safety principles and requirements into work scopes, subcontracts and specific programs and efforts, including but not limited to, Integrated Safety Management Systems (ISMS), radiological protection, environmental protection, industrial safety, security (includes Cyber-Security), nuclear safety, waste shipping, emergency management, waste minimization, Conduct of Operations, QA and work planning initiatives. The contractor shall implement a DOE-approved Contractor Assurance System (CAS) in accordance with DOE policies and requirements as specified in the contract to ensure work is being performed safely, securely, and in compliance with all requirements; risks are being identified and managed; CAS requirements are flowed down to subcontractors; and systems of control are effective and efficient. A robust CAS that is effectively implemented by the contractor should provide sufficient information for the Government to perform its oversight verification of contractor performance and provide an effective and efficient feedback process for the Government. The Government will monitor the CAS to ensure the contractor continues to meet performance expectations and is fully engaged in active problem solving. The Contractor will be evaluated on their ability to effectively and timely identify, manage, correct, report and resolve items/issues/deficiencies, including the effective use of a single integrated electronic issues management system for all open items/issues/deficiencies. Contractor will also be evaluated on the thoroughness of their response to items/issues/deficiencies to prevent recurrence of the item issue/deficiency including the manner and adequacy of tracking, trending, and root cause/lessons learned analyses, reporting, and formal closure process. No corrective actions or condition reports (or equivalent) may be open for more than 1 year AND no more than 5% of corrective actions or condition reports may be open for more than 6 months in order to achieve more than a satisfactory rating. Canceling or closing corrective actions or condition reports without the necessary evidence and back-up to support the closure of the corrective action or condition report may result in DOE counting the item as open. The Contractor will be evaluated on the quality and effectiveness of all contractual deliverables, including, but not limited to regulatory submittals (e.g., FFA documents, permits), Safety Basis Documents, human resources deliverables, optimization plans, Security Plans, Baseline (Initial, Interim, and Final) and associated risk management plan, etc. The Contractor will be evaluated on their performance of Surveillance and Maintenance (S&M). The Contractor will be evaluated on their implementation of ISMS and Environmental Management Systems (EMS). DOE's verification of the Contractor's ISMS/EMS must result in no Significant Conditions Adverse to Quality (SCAQ) AND the Contractor must complete implementation of any corrective actions for SCAQs in order to achieve at least a satisfactory rating. The Contractor will be evaluated on the successfulness in meeting program or project quality objectives such as producibility, reliability, maintainability and inspectability; including evaluation of the overall production process to include material control, shop planning and control and status. 		

- The contractor will be evaluated on the completeness and quality of each submittal throughout the DUF4 Project to include the requirement to utilize proven processing technology in accordance with the feasibility study.
- The contractor will be evaluated on the ability to incorporate safety into the DUF4 Project, along with demonstrating safety performance during execution of the work

**Project Team Evaluator Name:
FY: Quarter:**

Adjectival Rating Category of Performance (Evaluation Weighting)

2. Schedule (20%)

EVALUATION CRITERIA

- The Contractor will be evaluated on the timeliness of the completion of the contractual deliverables. 100% of deliverables must be provided on time in order to achieve at least a satisfactory rating.
- The Contractor will be evaluated on the timeliness of the completion of the contractual milestones (field work).
- The Contractor will be evaluated on overall and specific program and project status and performance against the approved baseline.
- The Contractor will be evaluated on the ability to manage (and recover) schedule variance.
- The Contractor will be evaluated on their ability to complete agreed upon Annual FY Spend Plan field work, as applicable.
- The Contractor will be evaluated on developing and presenting, initiatives which result in tangible savings to DOE (schedule or risk). Implementation of such items is a basis to achieve an Excellent or Very Good rating.
- The Contractor will be evaluated on their ability to respond to in-scope requests for support or information/reports.
- The Contractor will be evaluated on its ability to submit timely, accurate, and auditable proposals in a responsive manner.
- The Contractor will be evaluated on their ability to minimize deferred maintenance on equipment or systems that are related to safety (regardless if they are accredited in the Safety Basis Documents or TSRS). Additionally, the Contractor will be evaluated on their ability to repair all system impairments on safety related systems within 90 days.
- The Contractor will be evaluated on the timeliness for completing TSR surveillances. 100% of all TSR surveillances must be completed prior to the end of its grace period AND 80% of all TSR surveillances must be completed prior to entering its grace period in order to achieve at least a satisfactory rating.
- The Contractor will be evaluated on the timeliness for completing scheduled Preventative Maintenance (PM) as specified in the contractors computerized maintenance management system (e.g., IREN). 95% of all scheduled PMs must be completed on or ahead of schedule AND no more than 5% of scheduled PMs may be rescheduled (i.e., delayed) or canceled without written concurrence from DOE in order to achieve at least a satisfactory rating.

Notes on Performance Assessment

Check Appropriate Box

Excellent	Satisfactory
Very Good	Unsatisfactory
Good	NA

Project Team Evaluator Name: FY: Quarter:		Check Appropriate Box	
		Excellent	Satisfactory
		Very Good	Unsatisfactory
		Good	NA
3. Cost Control (20%)			
EVALUATION CRITERIA		Notes on Performance Assessment	
<ul style="list-style-type: none"> The Contractor will be evaluated on overall cost performance on an annual basis as measured against the final contract value and Contract Performance Baseline (CPB). The PEB may use any relevant information in this evaluation, for example CPB, EVMS, Use Of MR, etc. (may also look at the final contract value and Contract Performance Baseline (CPB)). In the event the actual costs for this performance period exceeds the baseline (and/or final contract value or the cumulative CPB at the end of the contracted period performance), the Contractor shall be rated as Unsatisfactory for this (Cost Control) Category of Performance. The Contractor will be evaluated on their ability to stay within the agreed upon Annual FY Spend Plan for the work completed, as applicable. Failure to gain DOE (PPPO AE approval/endorsement) approval of the baseline within 90 days of the contractual submission date, the Contractor shall be rated as Unsatisfactory for this (Cost Control) Category of Performance. The Contractor will be evaluated on effectiveness in forecasting, managing, and controlling contract cost, including identification and notification to DOE of cost estimates exceeding available funding and implementing timely corrective actions. The contractor will be evaluated with regard to its performance where price has not yet been negotiated (e.g., Undefined Contract Action (UCA)). The Contractor will be evaluated on timeliness, quality and overall accuracy of proposals/submittals for Requests for Proposal or Change Orders. The Contractor will be evaluated on the timeliness, accuracy and completeness of billings/invoices. The Contractor will be evaluated on the proper use of Management Reserve (MR) (realizing risk – both positive and negative) The Contractor will be evaluated on the ability to manage (and recover) cost variance. The Contractor will be evaluated on the effectiveness, timeliness and adequacy of its ability to perform tasks in the most cost effective manner consistent with approved baselines. The Contractor will be evaluated on developing and presenting initiatives which result in tangible savings to DOE (cost). Implementation of such items is a basis to achieve an Excellent or Very Good rating. The Contractor will be evaluated on how costs are tracked and reported. This includes the accuracy of Estimate at Completion (EAC), accuracy of cost projections and effectiveness of baseline change management. The Contractor will be evaluated on overall and specific program and project status performance against the approved baseline, and the effectiveness of program and project reporting tools and systems. 			

<ul style="list-style-type: none"> The contractor will be evaluated on containment of cost through the ability to manage and recover cost variance for the DUF4 Project. The contractor will be evaluated on the effectiveness, timeliness and adequacy of its ability to perform tasks in the most cost effective manner consistent with the DUF4 project baseline. The contractor will be evaluated on how costs are tracked and reported to include the accuracy of the Estimate at Completion (EAC), accuracy of cost and effectiveness of baseline change management for the DUF4 Project. 	<p style="text-align: center;">Check Appropriate Box</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25%;">Excellent</td> <td style="width: 25%; background-color: #0070C0; color: white;">Satisfactory</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td style="background-color: #008000; color: white;">Very Good</td> <td style="background-color: #FF0000; color: white;">Unsatisfactory</td> <td style="background-color: #FFFF00;"></td> <td style="background-color: #FFFFFF;"></td> </tr> <tr> <td style="background-color: #FFFF00;">Good</td> <td style="background-color: #FFFFFF;"></td> <td style="background-color: #FFFFFF;"></td> <td style="background-color: #FFFFFF;">NA</td> </tr> </table>	Excellent	Satisfactory			Very Good	Unsatisfactory			Good			NA
Excellent	Satisfactory												
Very Good	Unsatisfactory												
Good			NA										
<p>Project Team Evaluator Name: FY: Quarter: Adjectival Rating Category of Performance (Evaluation Weighting) 4. Management (20%)</p> <p style="text-align: center;">Notes on Performance Assessment</p> <p>EVALUATION CRITERIA</p> <ul style="list-style-type: none"> The Contractor will be evaluated on how effectively programs and projects are managed, including the effectiveness of the Contractor Human Resources Management. The Contractor will be evaluated on the interaction between the Contractor and DOE and whether the Contractor is customer oriented. The Contractor will be evaluated on the management of the GFSI provided to the Contractor for its use. The Contractor will be evaluated on the provision of GFS to other site contractors/tenants and on effectiveness of the contractual required GFSI related notification/projections to DOE. The Contractor will be evaluated on the effectiveness of senior managers with regard to overall contract management, effectiveness of support to DOE, providing leadership to the work force, responsiveness to concerns/issues and ensuring an overall positive safety and performance culture. Qualification, performance, effectiveness and availability of Key personnel will be considered. The Contractor will be evaluated on their effectiveness in coordinating with and applying lessons learned from one site to the other or other DOE/Commercial site when implementing similar operations/activities. The Contractor will be evaluated on the effectiveness of coordination with the other Site Contractors to support and implement provided services as described in the Interface Requirements Matrix of the Contract and the reduction of costs to implement these services. The Contractor will be evaluated on the number of items and overall volume of equipment and materials transferred to PACRO and SODI. Transfer is defined as PACRO or SODI taking ownership of the equipment and materials and physically removing it from the site. The Contractor will be evaluated on their DART and TRC rates as compared to the EM DART and TRC goals. The Contractor must be below the EM/DART AND TRC goals in order to achieve more than a satisfactory rating. The Contractor will be evaluated on their performance against the DOE approved POMCs. The contractor must achieve at least 85% of the approved goals/metrics in order to achieve more than a satisfactory rating. The Contractor must ensure that no single corrective action or condition report is greater than 9 months old without prior DOE concurrence in order to achieve more than a satisfactory rating. 													

- The Contractor will be evaluated on management of subcontracts and ensuring subcontracted work and staff are fully compliant with governing programmatic/project requirements.
- The Contractor will be evaluated on the timeliness of awarding subcontracts and their resulting costs.
- The Contractor will be evaluated on the frequency of Lexington management visiting the sites (Paducah/Portsmouth), the frequency of senior management at all three locations conducting walk-throughs at the sites (Paducah/Portsmouth) of the plants and support areas, and of shared resources (staff) visiting the other site they are supporting (but are not located at).
- The contractor will be evaluated on the interaction between the contractor and DOE and whether the contractor is customer oriented to include the DUF4 Project.
- The Contractor will be evaluated on their ability to effectively and timely identify, manage, correct, and resolve items/issues/deficiencies and report these to DOE to include the DUF4 Project
- The contractor will be evaluated on its ability to identify issues that will affect the project cost and schedule, to provide timely notification to DOE and to provide corrective actions to mitigate the identified issue to include the DUF4 Project
- The contractor will be evaluated on timeliness, quality, and overall accuracy of proposals/submittals for Requests for Proposals or Change Orders to include the DUF4 Project
- The contractor will be evaluated on management of subcontracts to include the DUF4 Project.
- The contractor will be evaluated on its ability to respond to in scope requests in support of DUF4 project.

Project Team Evaluator Name:
FY: Quarter:

Adjectival Rating Category of Performance (Evaluation Weighting)
 5. Small Business Utilization (5%)

Check Appropriate Box

Excellent	Satisfactory
Very Good	Unsatisfactory
Good	NA

EVALUATION CRITERIA

- The Contractor will be evaluated on meeting or exceeding their annual small business utilization goals. A rating of unsatisfactory will be assigned if the overall annual goal is not met. A satisfactory rating will be assigned if the overall goal is met, but the sub-category goals are not met. A rating of good or higher will be assigned if the overall annual goal and sub-category goals are met or exceeded. A rating of Excellent will be assigned if the contractor exceeds the overall annual goal by 10% (e.g., the overall goal was 72% and the contractor achieved 82%) AND meets all of the sub-category goals.

Notes on Performance Assessment

**Project Team Evaluator Name:
FY: Quarter:**

Adjectival Rating Category of Performance (Evaluation Weighting)

6. Regulatory Compliance (15%)

EVALUATION CRITERIA

- The Contractor will be evaluated on their compliance with all applicable Environmental Regulations (applicable local, state and federal regulations), Regulatory Agreements (e.g., Agreed Orders, Negotiated Settlements, TSCA FFCA, FFA, FFA SMP) and Permits. This includes the timeliness and effectiveness of implementing corrective actions (short term and long term) for NOV or other non-compliances.
- The Contractor will be evaluated on their compliance with standard business/accounting systems/practices and all applicable regulations (DOE Policies, Orders and Standards, FAR, etc.).
- The Contractor will be evaluated on their compliance with DOE Security/Cyber-Security Requirements (e.g., Executive Orders, DOE Policies, Orders and Standards, site security plans, and cyber-security directives) and DOE security-related promulgated regulations including, but not limited to, 10 CFR 824, 10 CFR 1046, 10 CFR 1016, 10 CFR 1045.
- The Contractor will be evaluated on their compliance with DOE ESH&QA Requirements (e.g., Executive Orders, DOE Policies, Orders Directives, and Standards, and implementing plans) and DOE Safety/QA related promulgated regulations including, but not limited to, 10 CFR 851, 10 CFR 830 Subpart A 10 CFR 830 Subpart B, and 10 CFR 835.
- If applicable, the Contractor will be evaluated on their compliance with CERCLA Removal and Remedial implementing documents (e.g., RODs, AMs, RAWPs, and Sampling Plans).
- The Contractor will be evaluated on their compliance with all other applicable regulatory requirements (e.g., Executive Orders, DOE Policies, Orders Directives, and Standards, and implementing plans); regulations (applicable local, state and federal regulations); or cited ANSI standards.

Notes on Performance Assessment

Check Appropriate Box

Excellent		Satisfactory
Very Good		Unsatisfactory
Good		NA

EXHIBIT 4
CATEGORY OF PERFORMANCE RATING SUMMARY TABLES

Categories of Performance Technical Lead	<u>CATEGORY OF PERFORMANCE RATINGS</u>					TL Final Rating
	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr		
Quality						
Schedule						
Cost Control						
Management						
Small Business Utilization						
Regulatory Compliance						

<u>CONSOLIDATED CATEGORY OF PERFORMANCE ADJECTIVAL RATING-PTE</u>						
Categories of Performance	<u>CATEGORY OF PERFORMANCE RATINGS</u>					PTE Final Rating
	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr		
Quality						
Schedule						
Cost Control						
Management						
Small Business Utilization						
Regulatory Compliance						

<u>SUMMARY OF PTE/PEB RATING</u>						
Member	Quality	Schedule	Cost Control	Management	Small Business Utilization	Regulatory Compliance
<i>Enter Name of Evaluator</i>						
<i>Enter Name of Evaluator</i>						
<i>Enter Name of Evaluator</i>						
<i>Enter Name of Evaluator</i>						
<i>Enter Name of Evaluator</i>						

EXHIBIT 5
PERFORMANCE BASED INCENTIVE CRITERIA
PBI FEE AVAILABLE FY 19-FY 22
\$13,297,443

PBI-1 CTS/CER Processing: \$3,550,000

Sustained operation of Cylinder Transfer System (CTS) at both Paducah and Portsmouth facility, including any line specific Technical Safety Requirements (TSR), corrective maintenance (CM) (including deferred maintenance) and preventative maintenance (PM).

1. (CTS) Process the following cylinders at Paducah to less than or equal to heel quantities, neutralize and stabilize – 127398, 10262, 5776¹, 10001^{1,2}, 10285², 112979² and 10970. Complete processing the cylinders by September 30, 2019. Additionally, sample and analyze each heavy heel, after the heel has been homogenized (e.g., put into solution or liquefied), contained in cylinders D27973 and D33680. DOE concurrence on the sampling approach and Data Quality Objectives (DQOs) for the sampling effort is required. Contractor may submit evidence of accomplishment and request payment when all of the cylinders have been processed (\$175,000).
2. (CTS) Process the following cylinders at Portsmouth to less than or equal to heel quantities, neutralize and stabilize:
 - a. 8430¹, 100216, 6780¹, 101244, 114951, 114798, 116797, 117173, 113504, 114288, 127985. Complete processing the cylinders by January 30, 2022. Contractor may submit evidence of accomplishment and request payment when all of the specified cylinders have been processed. (\$125,000).
 - b. 7953¹. Complete processing the cylinders by January 30, 2022. Contractor may submit evidence of accomplishment and request payment when all of the specified cylinders have been processed. (\$50,000).
3. (CTS/WM) Disposition the following cylinders: 127398, D27973, D33680, 10262, 5776¹, 10001^{1,2}, 10285², 112979², 10970, 8430¹, 100216, 6780¹, 7953¹, 101244, 114951, 114798, and 116797. Cylinder 10001^{1, 2} must be dispositioned by September 30, 2019. Cylinders D27973 and D33680 must be disposed of off-site by January 30, 2022. Contractor may submit evidence of accomplishment and request payment when all of the specified cylinders have been received and accepted for disposition/disposal. (\$50,000).
4. (CTS) Operate Paducah CTS and process non-standard DUF6 cylinders or defective [CID Damage Code A01, A03, A04, A05, A06, A09, A10, A13, and D11 OR Contents Transfer Compliance Indicator (CTCI) of 147] that must go through CTS and cannot be readily modified, such as replacing a cylinder valve or plug, to allow it to be fed from a regular autoclave to less than or equal to heel quantity. Process 250 of these cylinders over the period. \$3,000/cylinder, contractor may submit evidence of accomplishment and request payment at intervals of 25 cylinders. (\$750,000).
5. (CTS) Operate Portsmouth CTS and process non-standard DUF6 cylinders or defective [CID Damage Code A01, A03, A04, A05, A06, A09, A10, A13, D11] that must go through CTS and cannot be readily modified, such as replacing a cylinder valve or plug, to allow it to be fed from a regular autoclave to less than or equal to heel quantity. Process 250 of these cylinders over the period. \$3,000/cylinder, contractor may submit evidence of accomplishment and request payment at intervals of 25 cylinders. (\$750,000).

¹May have PCB Paint which may warrant additional precautions to preclude contamination of the autoclaves or require notification to or concurrence from regulatory agencies.

²DOE reserves the right to replace this cylinder with another cylinder. MCS will provide notification of its intent to process this cylinder 30 days in advance of processing.

6. *(CTS)* Reduce the total project inventory of defective/degraded DUF6 cylinders that cannot be processed through non-CTS autoclaves without action (CID Damage Code A04, A05, C02, C10, C12, C13, C14, D02, D10 – or as approved by DOE) as of the cylinder count on October 01, 2018, by 500 cylinders, not otherwise transferred in the CTS. DOE concurrence on the selected cylinders is required. \$250/cylinder, contractor may submit evidence of accomplishment and request payment at intervals of 50 cylinders. (\$125,000) Awarded.

7. *(CTS/CER)*
 - a. Remove cylinder plugs and install cylinder valves on 130 CV-12 cylinders at the Paducah facility no later than January 30, 2022. Contractor may submit evidence of accomplishment and request payment at the completion of this sub-element. (\$400,000)
 - b. Remove cylinder plugs and install cylinder valves on the 20 remaining (last/final) CV-12s. Contractor may submit evidence of accomplishment and request payment at the completion of this sub-element. (\$100,000)
 - c. First CV-12 processed by January 30, 2022. Contractor may submit evidence of accomplishment and request payment at the completion of this sub-element. (\$73,200)
 - d. Each additional CV-12 cylinder at a rate of \$3,200/cylinder (up to 148 CV-12 cylinders). Contractor may submit evidence of accomplishment and request payment at the completion at intervals of 10 cylinders. (\$473,600)
 - e. All remaining (last/final) CV-12s. Contractor may submit evidence of accomplishment and request payment at the completion of this sub-element. (\$203,200)

8. Upon DOE acceptance of the pilot study report (from PBI 3.12) that demonstrates lower overall lifecycle costs for shipment and disposal of uranium oxide cylinders with 10% more mass of oxide per cylinder, increase the mass of oxide loaded into the modified cylinders by 10% from the average oxide mass per cylinder from the FY19 production. Completion of this incentive shall be based on the average oxide mass/cylinder over any batch of 20 oxide cylinders. Upon achievement of this incentive, this average must be maintained over the duration of the contact period of performance. Contractor may submit evidence of accomplishment and request payment at the completion of each sub-element:
 - a. Portsmouth or Paducah. (\$175,000)

Consistent with the pilot study report that demonstrates lower overall lifecycle costs for shipment and disposal of uranium oxide cylinders with 15% more mass oxide per cylinder, for each additional 1% increase of oxide mass/cylinder beyond 10% routinely maintained, up to 5% (i.e., 15% increase max), the contractor may earn an additional \$20,000/% increase/site. Completion of this incentive shall be based on the average oxide mass/cylinder over any continuous batch of 20 oxide cylinders. Contractor may submit evidence of accomplishment and request payment at the completion of each sub- element:

- b. Portsmouth or Paducah. (\$100,000)

Heel quantities are defined in Table 3 of USEC 651, Revision 8. Each sub-element must be completed in its entirety in order to earn fee for that item, except where a unit rate is utilized.

PBI-2 DUF6 Processing: \$2,335,688

Total Production Goal: FY19 through January 30, 2022: 5,200 DUF6 cylinders³ processed and demonstration of design target (name plate) flow rates and uptime.

1. *(Production) \$562.50/DUF6 cylinder processed (or delivered to Fluor-BWXT Portsmouth LLC to support National Nuclear Security Administration mission) up to 2,019 DUF6 cylinders. Contractor may submit evidence of accomplishment and request payment at intervals of 100 DUF6 cylinders processed. (\$1,135,688) (\$854,438 Awarded for 1,519 DUF6 cylinders)
Partial payment at interval less than 100 is acceptable upon current contract period expiration of January 30, 2022.*
2. Deleted.
3. *(> 85% uptime) Operation of the production lines over any consecutive 6 month period such that the summation of the hours for which the production lines have process gas flowing into the conversion units and the conversion units are producing DUO_x exceeds 26,061 hours (e.g., 4 lines operating, process gas flows into 8 conversion units and 8 conversion units producing oxide for 10 hrs = 40 hrs). In the event only one of the two conversion units has process gas flow and is producing oxide for more than two consecutive hours, then only half an hour (30 min) of operation is credited for that line (e.g., 4 lines operating, process gas flows into 7 conversion units and 7 conversion units producing oxide for 10 hrs = 35 hrs; e.g., 4 lines operating, process gas flows into 7 conversion units and 7 conversion units producing oxide for 2 hrs and 4 lines operating, process gas flows into 8 conversion units and 8 conversion units producing oxide for 8 hrs = 40 hrs). Rounding up or down shall be to the nearest hour. Demonstration at the sites does not have to be concurrent (11,169 hrs at Portsmouth); demonstration must be concurrent within a site. Contractor may submit evidence of accomplishment and request payment at the completion of each sub-element:
 - a. Portsmouth. (\$600,000) Awarded.*
4. *(Restart) Successful restart of plant operations after COVID-19 shut down by January 30, 2022.
 - a. Successful completion of DOE Readiness Assessment (RA) at Paducah. (\$300,000)
 - b. DOE acceptance of closure of all DOE RA pre-start findings at Paducah. (\$300,000)*

Each sub-element must be completed in its entirety in order to earn fee for that item, except where a unit rate is utilized.

³ As stipulated in the annual schedule reviewed and approved by DOE for processing good and degraded cylinders (Contract Clause C.4.3).

PBI-3 Safety/Process Improvements: \$6,481,970

Goal: Improve Safety Configuration and Plant Reliability. Contractor may submit evidence of accomplishment and request payment at the completion of each PBI-3 sub-element.

1. *(Reliability)* Demonstrate the continuous uninterrupted delivery of hydrogen to the conversion process (at least one line in operation) from tube trucks/trailers a period of 1 week through permanently installed tube truck/trailer hook-ups/connections associated with the H₂ PRISM Systems no later than September 30, 2019. The configuration of the tube truck/trailer hook-ups/connections must be such to allow hydrogen flows at sufficient quantities and flow rates to support full line production for extended periods of time:
 - a. Paducah. (\$175,000) Not Met
 - b. Portsmouth. (\$175,000) Not Met
2. *(Reliability)* After the completion of the prototype testing of the new design HF condensers, make any necessary design changes and complete the installation of new design HF condensers in all locations at both plants by January 30, 2022. (\$150,000)
3. *(Safety/Reliability)* Install redesigned HF separators on all seven lines by September 30, 2019. (\$150,000) Awarded.
4. *(Safety/Reliability)* Recertify all eleven Hydrogen Fluoride storage tanks so that all eleven tanks remain certified through January 30, 2024 (two years past the current contract period of performance). This task may require repair or re-lining of the current Hydrogen Fluoride storage tanks. No Hydrogen Fluoride storage tanks can go out of certification during the contract period. \$60,000/tank for first 10 tanks and \$100,000 for last tank: (\$700,000)
5. *(Safety)* By December 31, 2018, expand the HF Neutralization Alternative Study (DUF6-18-ENG-STU-001) to address 1) other non-chemical approaches for neutralizing or eliminating HF to minimize the risk to the worker; and 2) increase the level of detail regarding the preferred alternative (neutralizing aqueous HF with Ca(OH)₂) to include a conceptual design and proposal level cost estimate. (\$100,000) Awarded.
6. *(Safety/Compliance)* Determine best pathway and implement (repair the degradation (subsidence) or replace) the Portsmouth X-745-10 cylinder yard by December 31, 2021. DOE concurrence on design standard for the repair/replace must be received prior to initiation of field work. (\$650,000) Awarded.
7. *(Safety/Reliability)* Replace all of the PVC Potassium Hydroxide (KOH) piping/components with metal piping/components specified for handling KOH at both sites no later than January 30, 2022. The installation of the new piping/components shall take into consideration the ergonomics associated with maintenance and include double block and bleed valve configurations for isolation, purging and venting, ensuring proper LOTO isolation and zero-energy post maintenance testing. Payment may be requested after the completion and placing back into service:
 - a. KOH Building at Portsmouth (\$75,000)
 - b. KOH Building at Paducah (\$75,000)
 - c. Process Off-gas System (POS) – two Lines (\$90,000) Awarded.
 - d. POS – two more (four total) Lines (\$90,000) Awarded.
 - e. POS – two more (six total) Lines (\$90,000)
 - f. All remaining KOH piping/components at Portsmouth (\$65,000)
 - g. All remaining KOH piping/components at Paducah (\$65,000)
8. *(Safety/Reliability)* Modify Hydrogen Fluoride System (HFS) to include double block and bleed valve configurations for isolation, purging and venting such that each HF Tank can be completely isolated and undergo maintenance without risk to the worker while the other tanks remain in service/operation by January 30, 2022. Payment may be requested after the completion and demonstration of isolation/venting of each tank, \$60,000/tank: (\$660,000)

9. *(Safety/Reliability)* Modify HFS valving configurations to include double block and bleed valves for isolation, purging and venting, ensuring all potential energy sources have proper LOTO isolation and zero-energy post maintenance testing at both sites no later than January 30, 2022. DOE concurrence on MCS's valve replacement/modification plan is required:
 - a. Paducah. (\$125,000) Awarded.
 - b. Portsmouth. (\$125,000)

10. *(Safety/Reliability)* Modify all the HF (liquid) lines in Hydrogen Fluoride Regeneration (HFR) (from the HF condensers to HFS) to include double block and bleed valve configuration for isolation, purging and venting, ensuring proper LOTO isolation and zero-energy post maintenance testing at both sites no later than January 30, 2022. Payment may be requested after the completion and placing back into service:
 - a. HFR – two Lines (\$75,000)
 - b. HFR – two more (four total) Lines (\$75,000)
 - c. HFR – two more (six total) Lines (\$75,000)
 - d. All remaining HFR piping/components at both Paducah and Portsmouth (\$100,000)

11. *(Reliability)* Demonstrate the operation of the bulk hydrogen system by demonstrating that 1) a bulk hydrogen tube truck / trailer can feed / pressurize the hydrogen header, 2) a bulk hydrogen tube truck / trailer can feed the bulk hydrogen storage tanks, 3) the bulk hydrogen storage tanks can feed /pressurize the hydrogen header, 4) the bulk hydrogen storage compressor system can feed the bulk hydrogen storage tanks from the on-site PRISM hydrogen generating unit and 5) associated industrial controls and control room integration function as designed. This demonstration will be documented via a technical working document (e.g. work package, Engineering test plan) no later than January 30, 2022.
 - a. Paducah. (\$125,000)
 - b. Portsmouth. (\$125,000)

12. *(Reliability)* As a pilot study, complete the shipment and disposal of 18 DUO_x cylinders from Paducah in two different types of conveyances no later than September 30, 2021. The first conveyance method must utilize an existing government furnished low-sided gondola assigned to the contractor. The second conveyance method is intended to utilize a modular conveyance frame loaded onto a flatbed (ABC car) (not government furnished). DOE is required to provide an Amended Record of Decision no later than March 30, 2021 that authorizes the off-site disposal of DUO_x. Any additional NEPA evaluation and documentation (e.g., use of an alternate conveyance) is required to be prepared by the Contractor and approved by DOE. Receipt and acceptance of the DUO_x is required by the off-site disposal facility. The Contractor shall attempt to maximize the number of cylinders in each conveyance. A Pilot study report comparing the two conveyance methods from an overall lifecycle cost, operability and liability and effectiveness perspective shall be submitted to DOE no later than January 30, 2022. The pilot study shall also show how increasing the mass of oxide loaded into a modified cylinder by up to 15% from the average oxide mass per cylinder over the FY19 period, would affect the overall lifecycle cost.
 - a. Each DUO_x cylinder at a rate of \$10,000/cylinder (\$180,000)
 - b. First low-sided gondola shipment. (\$30,000)
 - c. First alternate conveyance method shipment (\$66,970)
 - d. Submittal of the Pilot Study Report (\$10,000).

13. *(Safety)* Replace the temporary scaffolding with permanent platforms in Oxide Powder Handling System (OPH) by September 2021, such that routine access to equipment and systems can be made.
 - a. Paducah. (\$125,000)
 - b. Portsmouth. (\$125,000)

14. *(Safety)* Install LED lighting to improve illuminance in the following areas at Portsmouth: Vaporization System (VAP) Room, Hot Shop, OPH roll compactor room, and Conversion Fourth floor. Additionally, install electrical receptacles in the VAP/CTS area to reduce the need for extension cords through traveled areas. Place the entirety of the above into service no later than January 30, 2022. (\$100,000)
15. *(Safety/Security)* At Portsmouth, replace DUF6 11 turnstile with a portal, upgrade the DUF6 4 turnstile to meet current security specification, upgrade card readers and the velocity software to meet HSPD-12 requirements. Additionally, install production safety cameras in the scrubber room process area. Place the above into service no later than January 30, 2022. (\$75,000)
16. *(Safety)* Remove the abandoned reverse osmosis system from the Portsmouth KOH building, and stage the equipment for disposition. The following skids and associated equipment / instrumentation will be removed:
 - X-0-DWS-SK-001: Reverse Osmosis Skid
 - X-0-DWS-SK-002: Electrode Ionization Skid
 - X-0-DWS-SK-003: RO Chemical Cleaning Skid
 - X-0-DWS-SK-004: Reverse Osmosis Permeate Tank Skid
 - X-0-DWS-FL-001: Multi-media Filter Skid

Complete this work no later than January 30, 2022. (\$150,000)
17. *(Safety)* Install newly designed HVAC system for OPH Hopper Room at the Paducah facility by January 30, 2022. Payment may be requested after system is successfully placed into service. (\$125,000)
18. *(Safety)* Install insulators on exposed electrical heater conductors in all autoclaves at the Paducah and Portsmouth facilities at a rate of \$5,000/autoclave no later than January 30, 2022. Contractor may submit evidence of accomplishment and request payment after installation is complete on each autoclave. (\$85,000)
19. *(Safety)* In Paducah, install Basic Process Control System (BPCS) controls for the POS flush valve such that the scrubber can be flushed by the BPCS without the operator having to enter the high hazard area to manually operate the flush valve no later than January 30, 2022. Contractor may submit evidence of accomplishment and request payment after installation of automated controls. (\$100,000).
20. *(Safety)* Install LED lighting to replace fixtures to improve illuminance in OPH Hopper Room and the OPH roll compactor room at Paducah. Payment may be requested after items above are successfully placed into service no later than January 30, 2022. (\$75,000)
21. *(Safety)* Complete modification of the PRISM hydrogen generating unit to allow the use of nitrogen as the startup gas for most startups in place of the bank of individual high pressure hydrogen gas bottles. Complete the modification and demonstrate startup using nitrogen no later than January 30, 2022.
 - a. Paducah. (\$75,000)
 - b. Portsmouth. (\$75,000)
22. *(Reliability)* Procure and install portable air compressor and install a connection system at Paducah to allow for the portable air compressor to back up the installed air compressors no later than January 30, 2022. The portable air compressor shall be rated at the same capacity of installed air compressor or higher. Payment may be requested after successful demonstration. (\$150,000)
23. *(Reliability)* Install upgraded Integrated Control System (ICS) at Portsmouth
 - a. Submission and DOE acceptance of ICS Upgrade Conceptual Design / Configuration Package (\$150,000)
 - b. Submission and DOE acceptance of Final Design Package / Configuration Package (\$150,000)
 - c. DOE approval of Completion Package for ICS upgrade project installation, testing and turnover to operations no later than January 30, 2022. (\$500,000)

Each sub-element must be completed in its entirety in order to earn fee for that item, except where a unit rate is utilized.

PBI-A \$9,495

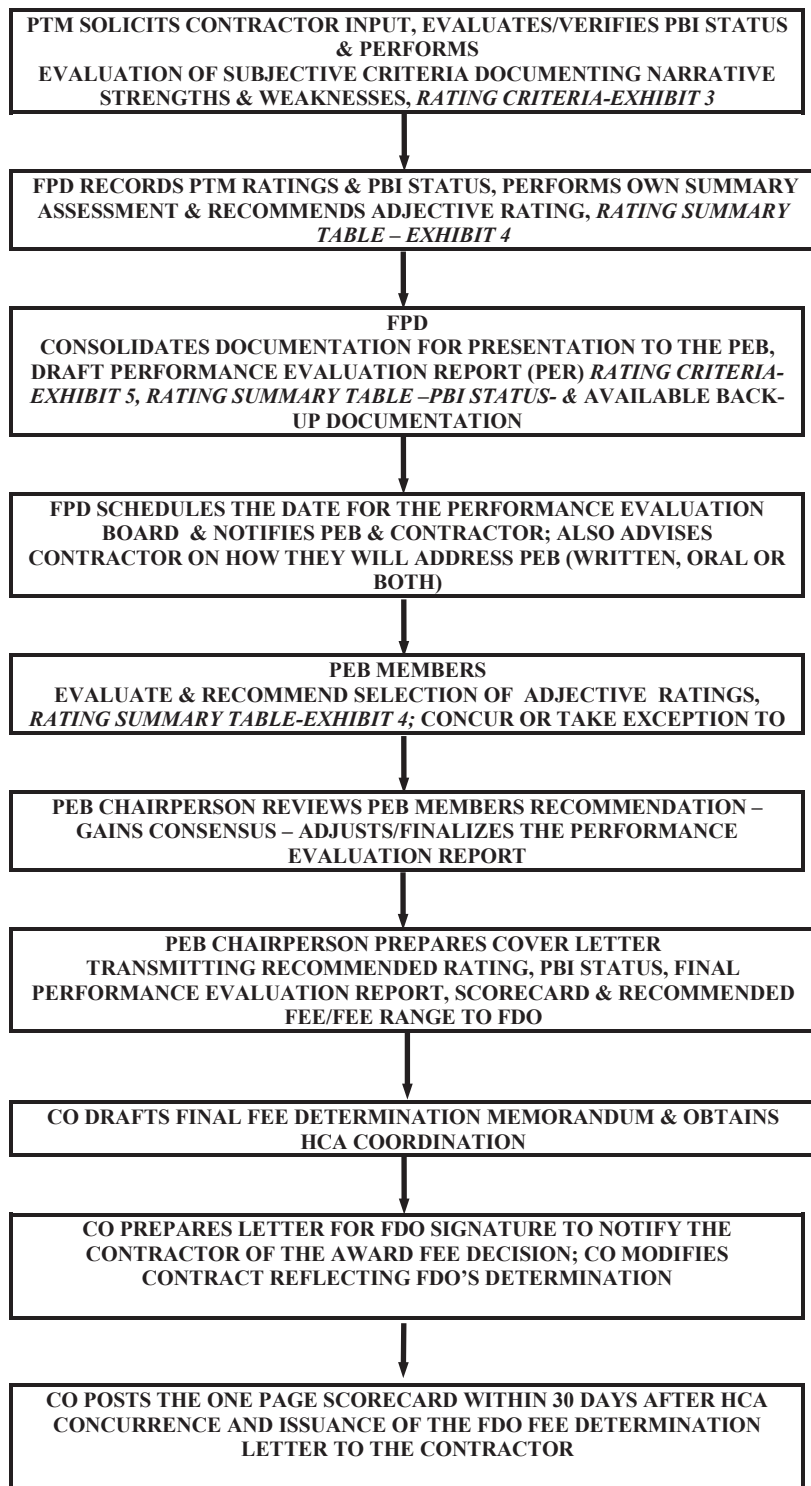
Undistributed fee (\$9,495)

PBI-4 DUF4 Project: \$920,290

Design Phase

1. Prepare and submit to DOE by July 30, 2020 an approvable Documented Safety Analysis that incorporates DUF4 Production Line activities and associated technical safety requirements to DOE for approval. For the documents to be approvable, the documents must be prepared and submitted in accordance with and meet the requirement of the contractually required version of *DOE-STD-3009, Preparation Guide for U.S. Department of Energy Nonreactor Nuclear Facility Documented Safety Analyses*. 30%. (\$73,893)
2. Prepare and submit to DOE by May 14, 2021 a 90% design for the DUF4 Production Line. To be considered a 90% design the design shall meet all the requirements for a Final Design as delineated by “*DOE Standard Review Plan: Lines of Inquiry for Design and Engineering Review of DOE Nuclear Facilities*”, Sep 2018 and DOE letter PPPO-01-10007624-20, *Department of Energy Concurrence with Depleted Uranium Tetrafluoride 60% Design Deliverable/D-182*. 70%. (\$172,417)
3. Undistributed fee (\$673,980)

EXHIBIT 6 AWARD FEE PROCESS



ATTACHMENT J-14 - SELECTED NARA REQUIREMENTS

- Transmitting of record(s) in Portable Document Format (PDF), or other NARA acceptable format, with a minimum resolution of 400 ppi (NARA minimum requirement for permanent records). See full requirements and guidance at www.archives.gov for the **digitization of temporary and permanent records. Note: NARA has not published the digitization requirements for permanent records, therefore if permanent records are digitized, hard copy cannot be destroyed until the requirements are published and the digitization meets the requirements.**
- Transfer shall include back-up data or drafts (if applicable) that would be required to be maintained to adequately document the work performed.
- Perform image quality statistical sampling on transfers in accordance with a DOE approved plan to ensure:
 - Optical character recognition process performed.
 - All text and markings are clear and legible.
 - All pages are legible or marked as "poor quality original."
 - Pages are rotated correctly.
 - Classification markings are clear and legible.
 - No security settings (e.g., encryption, passwords, and/or permissions) are included/embedded that would prevent opening, viewing, or printing a record.
 - For permanent records, if compression is needed, ensure lossless file compression technique is used (not lossy).
 - Utilize a preferred format (e.g., Portable Document Format/Archival PDF/A).
- All embedded fonts are identified publically as being legally embeddable in a file.
- Digital photographs shall meet NARA's requirements of a minimum resolution of 3,000 pixels across the long dimension; images that are uncompressed or which make use of lossless compression, shall be scheduled, managed and captioned as required.
 - Captioning shall include an index that includes: Photo #, date taken, program category (e.g., Environmental Management), site, detailed description/caption, including names of individuals where possible. Digital photographs can be captioned utilizing the properties feature, but must also include an index to link the two. See 36 CFR 1237 and NARA Bulletin for specific requirements.

All other terms and conditions remain unchanged and in full force and effect.

**ATTACHMENT J-15 -INTEGRATED WORK CONTROL SYSTEMS AND
REPORTING REQUIREMENTS**

The following Environmental Management (EM) policies and guidance apply to Section H, Integrated Contractor Work Control Systems and Reporting Requirements.

A. Project Control System

1. Capital Asset Projects:

- a. DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, dated November 29, 2010 and its associated Guides
- b. DOE Work Breakdown Structure Handbook, August 16, 2012
- c. Primavera Project Manager version P6 (or most current version) for scheduling activities to ensure standardization
- d. American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-C, dated June 2007 (or most current version).
- e. Contract Performance Reports in the following seven formats unless specified otherwise. For instructions on how to fill the forms refer to DI-MGMT-81861 (item A.3.f.).
 - i. Format 1, DD Form 2734/1, March 05, Work Breakdown Structure
 - ii. Format 2, DD Form 2734/2, March 05, Organizational Categories
 - iii. Format 3, DD Form 2734/3, March 05, Baseline
 - iv. Format 4, DD Form 2734/4, March 05, Staffing; and
 - v. Format 5, Form Number: N/A , Explanations and Problem Analysis
 - vi. Format 6, Form Number: N/A, Integrated Master Schedule
 - vii. Format 7, Form Number: N/A, Electronic History and Forecast File
- f. Data Item Description, DI-MGMT-81468, Contract Funds Status Report (CFSR) or equivalent
- g. Contractor Project Performance (CPP) Upload Requirements for Project Assessment and Reporting System (PARS II), Version 1.7, dated June 25, 2011 (or most current version)
 - i. Interconnection Security Agreement for Project Assessment and Reporting System (PARS II), Version 1.6, dated June 30, 2010 (or most current version).
 - ii. PARS II New Contractor Information for Interconnection Security Agreement, V1.0, November 18, 2010 (or most current version).
- h. EM's Environmental Cost Analysis System (ECAS) User's Guide (The Guide is located at <http://apps.emcbc.doe.gov/ecas/> for registered ECAS users.)

2. Operations Activities:

- a. Office of Environmental Management's Operations Activities Protocol, dated March 15, 2012
- b. DOE Work Breakdown Structure Handbook, August 16, 2012
- c. Primavera Project Manager version P6 (or most current version) for scheduling activities to ensure standardization

- d. If Earned Value Management System (EVMS) is required, American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-B, dated June 2007 (or most current version) (If EVMS is not required see paragraph C. Performance Reporting table, Operation Activities.)
 - e. Contract Performance Reports in the following five formats unless specified otherwise. For instructions on how to fill the forms refer to DI-MGMT-81861 (item A.3.f.)
 - i. Format 1, DD Form 2734/1, March 05, Work Breakdown Structure
 - ii. Format 3, DD Form 2734/3, March 05, Baseline; and
 - iii. Format 5, Form; N/A, Explanations and Problem Analysis
 - iv. Format 6, Form: N/A, Integrated Master Schedule
 - v. Format 7, Form: N/A, Electronic History and Forecast File
 - f. Data Item Description, DI-MGMT-81468, Contract Funds Status Report (CFSR) or equivalent
 - g. Integrated Planning, Accountability, and Budgeting System – Guidance Documents, dated June 2011 (or most current version).
3. **Other Documents:** The following documents provide background and context for planning and reporting requirements in Section H, Integrated Contractor Work Control Systems and Reporting Requirements:
- a. Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR)
 - b. DOE Acquisition Guide
 - c. Office of Environmental Management Corporate Work Breakdown Structure, November 9, 2011
 - d. Work Breakdown Structures, MIL-STD-881C
 - e. Data Item Description, DI-MGMT-81334D, Contract Work Breakdown Structure
 - f. Data Item Description, DI-MGMT-81861, Integrated Program Management Report (IPMR), June 20, 2012 (<http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/EarnedValueManagement/Downloads/IPMR-DID.PDF>)
 - g. IPMR Final Implementation Guide, Office of the Under Secretary of Defense for Acquisition, Technology, and Logistics (OUSD AT&L) Performance Assessments and Root Cause Analyses (PARCA), January 24, 2013
 - h. Over Target Baseline and Over Target Schedule Guide, OUSD AT&L (PARCA), December 5, 2012
 - i. Environmental Cost Element Structure (ECES), ASTM International Designation E: 2150-02 DOE Adjunct to ASTM 2150-02

B. Baseline Development and Performance Reporting

1. Contract Performance Baseline Submittal

- a. Contract Performance Baseline (CPB) segments for performance planning, tracking and reporting will generally map to level 4 of the Corporate Work Breakdown Structure (CWBS) (see Section H.54)

- b. The full CPB and CPB segments must reflect the requirements of the Contract SOW, identify key milestones and performance metrics (regulatory, DOE, and incentive) and be consistent with the estimated cost or target cost (excluding fee/profit and cost overruns) in Section B of the contract as agreed to by the contractor and the Government.
- c. CPB segment(s) for capital asset projects must meet applicable requirements of DOE Order 413.3B to support the development of the Performance Baseline (PB) (See Section D, Baseline Terms for definition) by DOE for Acquisition Executive (AE) approval.
- d. CPB segment(s) for operations activities will consist of detailed work plans for current and succeeding fiscal years; at a minimum, planning level work plans are required for the remainder of the Contract period of performance. CPB for operations activities will include a Management Plan that documents contractor's process for work planning and management including change control, performance tracking and reporting systems and methods. The Management Plan will also document any assumptions, regulatory requirements, safety and quality assurance management, risk management, milestones and metrics, budget profile, roles and responsibilities of the contractor's integrated management and support team.
- e. WBS will start for each CPB segment at the CWBS level 4, and further broken down into appropriate elements for planning, budgeting, scheduling, cost accounting, work authorization, measuring progress, and management control. The WBS must be extended to the level necessary for management action and control based on the complexity of the work (See H. Clause, Section B, Baseline Development and Performance Reporting). WBS and WBS dictionary sheets or scoping narratives will be at the level at which costs are collected. The WBS submittal shall include a cross-reference of the WBS elements to the CPB segment and CLIN consistent with the Contract Line Item Number Assignment against Contract Structure.
- f. The Initial CPB is the baseline plan that must be submitted at Contract award. It shall be 100% aligned with the scope, cost and schedule as submitted with the contractor's proposal with any revisions resulting from negotiations leading to Contract award. The Interim CPB is generally required within 90 days from contract award or Notice to Proceed and will cover the first approximately 12 months of the Contract.
- g. The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.
- h. The full CPB will subsume the Interim CPB as currently approved in its entirety. An Interim CPB is required to be submitted during the Contract Transition Period that will cover the first approximately 12 months of the Contract (See Section D.4.a. for more details. The full CPB will be an extension of the Interim CPB that includes any modifications approved up to the time when the full CPB is submitted.

C. Performance Reporting

CPB Segment	Reporting Requirement
<p>Capital Asset Projects where EVMS is required</p>	<p><u>Post Critical Decision (CD-2)</u>: Monthly Performance Report will include Contract Performance Reports (CPR) formats 1 through 7 and a Contract Funds Status Report (CFSR). The reports shall be consistent with paragraph A.1. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual Contract status. The reports will include the earned value analysis of the prior month, and Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances exceeding thresholds established by the CO.</p> <p>[Note: PARS II is the central repository for key Departmental-level project information.</p> <p>No later than the <u>last workday of every month</u> Earned Value (EV) data is provided from contractor's systems directly into PARS II. The data must be current as of the closing of the previous month's accounting period. DOE 413.3B requires EV reporting into PARS for projects with Total Project Cost (TPC) > \$20M.</p> <p><u>Pre CD-2</u>: The monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB) and status of CPB milestones and deliverables.</p>
<p>Capital Asset Projects where EVMS is not required</p>	<p>Monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB), any related impacts and corrective action, and status of CPB milestones and deliverables.</p>
<p>Operations Activities</p>	<p>Monthly Performance Report will include narrative description of scope accomplished, progress on corporate and Contract specific performance metrics, costs incurred versus CPB plan, any related impacts and corrective action, and status of CPB milestones and deliverables.</p> <p>If the Contract requires EV reporting, the contractor's Monthly Performance Report for each CPB segment will include Contract Performance Reports (CPR) formats 1, 3, 5, and 6.</p> <p>If the CPB segment consists primarily of Level of Effort (LOE) activities, the status report will tabulate planned versus actual cost by major functions as agreed to between the contractor and the CO.</p> <p>[Note: IPABS is the central repository for EM planning and performance data. Contractor Monthly Performance Report is used by the site or field office to enter the monthly performance data into IPABS.]</p>

D. Baseline Terms

DOE and EM use baseline terms to communicate Contract and project status. Therefore it is critical for contractors working on DOE contracts to understand and use consistent terminology to promote effective communication and performance. The following definitions and explanations are provided to ensure a common understanding and clarification of Contract language consistent with the requirements of DOE O 413.3B.

1. Contract Performance Baseline (CPB)

- (a) The Contract Performance Baseline (CPB) represents the cost, schedule, and the entire scope and entire period of performance as it relates to the total estimated cost of the Contract exclusive of fee and any contract overruns as stated in Section B of the Contract. Contract Budget Base (CBB) is the cost element of the CPB and equals the Estimated Cost (excluding fee and cost overrun,). (See D, Baseline Terms, 2.(b) figure 1),

Many EM contracts include multiple capital asset projects as well as multiple operations activities. The CPBs for each capital asset project and each operations activity in a contract that has multiple projects and operations activities are called CPB segments. Contract segments may be pre-defined in a Contract as CLINs, but may also be identified later during Contract execution as the work execution approach becomes clearer and the contractor and DOE mutually agree to further sub-divide (“chunk”) larger activities or projects into more manageable segments. The full CPB for a Contract with multiple projects and operations activities is the sum of all the CPB segments.

EM has put in place a Corporate Work Breakdown Structure for its entire program scope. See reference document listed in paragraph A.3.c. Level 4 of the CWBS are the Activity Building Blocks (ABBs). The CPB segments may map to one or more ABBs, but an ABB can only be part of one CPB.

- (b) Performance Measurement Baseline (PMB) is the baseline cost that encompasses all contractor project work packages and planning packages, derived from summing all the costs from the Work Breakdown Structure (WBS). Management Reserve (MR), contingency, fee, and DOE direct costs are not part of the Performance Measurement Baseline. The PMB is the benchmark used within EVM systems to monitor project (and Contract) execution performance in the Contract. A PMB must be in place and under configuration control for capital asset projects past CD-2.

2. Baseline Terminology for Capital Asset Projects

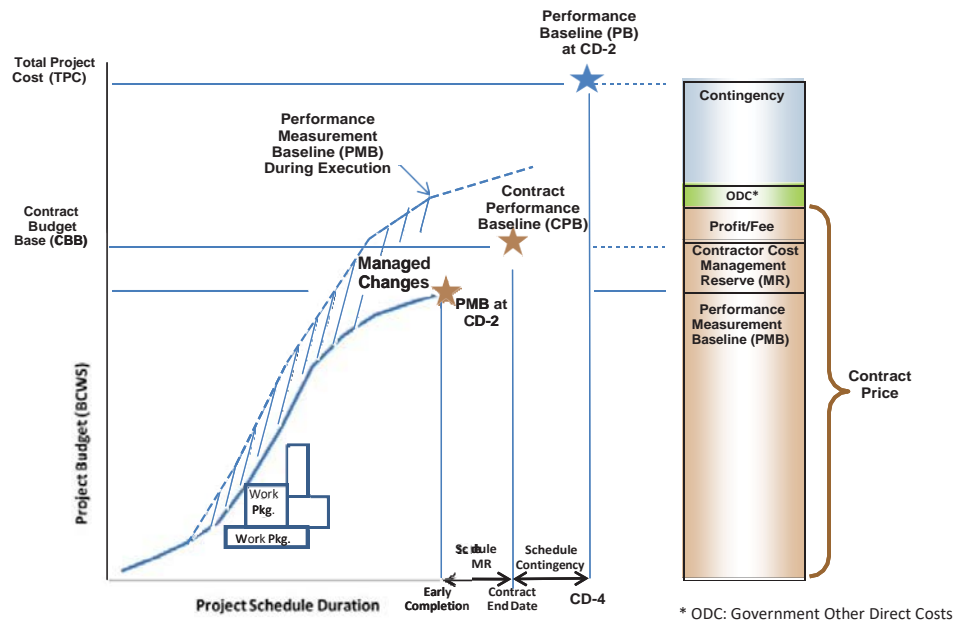
- (a) Performance Baseline (PB) is the collective key performance, scope, cost, and schedule parameters, which are defined for all capital asset projects at Critical

Decision (CD)-2 (See Figure 1). Performance Baseline includes the entire project budget (TPC including fee and contingency).

$$PB = PMB + MR + \text{Contingency} + \text{Fee} + \text{DOE Other Direct Cost (DOE ODC)}$$

- (b) CPB Segment for a Capital Asset project represents the contractor’s work plan for planning and executing a capital asset project as a stand-alone portion of the full CPB. Depending on the stage of a project with respect to its acquisition cycle, i.e. at CD-0 versus at CD-3, the CPB documents required to be submitted will vary. For example, the CPB for a project that is between CD-0 and CD-2 will include all applicable documents for the stage of the project as specified in DOE O 413.3B, and a plan to get to CD-2 through CD-4.

Figure 1 – Performance Baseline at Contract Award, Key Terms and Relationships for Capital Asset Projects

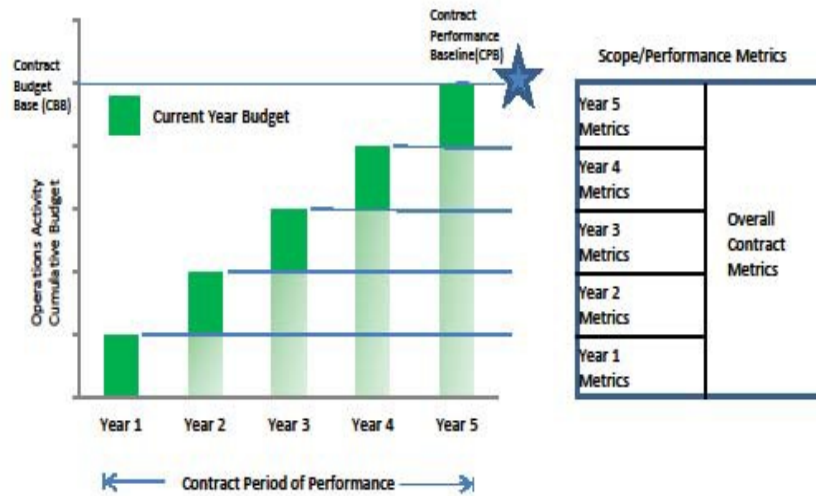


3. Baseline Terminology for Operations Activities

- (a) Fiscal Year Work Plans (FYWP): FYWPs are annual work plans that define the work scope to be accomplished in each fiscal year thru the Contract period of performance based on planned budget allocations. FYWP for each operations activity provides the scope, cost, schedule, performance metrics, milestones, assumptions, and risks associated with the operations activity. Even though the FYWP is a Federal document, it is based on the contractor’s CPB segment for the operations activity (See Figure 2 below).

- (b) CPB Segment for an Operations Activity: A CPB segment for an operations activity represents the contractor’s work plan for planning and executing an operations activity through the Contract period of performance in accordance with the requirements of the Operations Activities Protocol (See Paragraph A.2.a).

Figure 2 – Contract Performance Baseline for an Operations Activity



4. Other Baseline Terms

- (a) Contingency: For capital asset projects, contingency is the portion of the project budget that is available for risk uncertainty within the project scope, but outside the scope of the Contract. Contingency is budget that is not placed on the Contract and is included in the TPC. Contingency is controlled by Federal personnel as delineated in the Project Execution Plan (PEP).
- (b) Initial CPB is simply the baseline plan at Contract award. It should be the scope, cost and schedule as submitted with the contractor’s proposal with any revisions resulting from negotiations leading to Contract award.
- (c) Interim CPB: An Interim CPB is generally required within 90 days from Notice to Proceed and will cover the first approximately 12 months of the Contract. The Interim CPB must match the scope and cost for this period in the Contract. When the Contract includes multiple projects and operations activities the Interim CPB allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.
- (d) DOE Other Direct Costs (ODCs): For capital asset projects, DOE ODCs are DOE costs attributable to the project that are outside of the Contract.
- (e) PBS Life Cycle Cost: In 1997, EM organized its entire cleanup program at each site into a corporate Project Baseline Summary (PBS) structure. EM formulates its annual budget request to Congress using the PBS structure and maintains configuration control of lifecycle cost estimates for each PBS. PBSs include costs for both capital asset projects and operations activities through completion of cleanup at each site.

$$\text{PBS Life Cycle Cost} = \text{Prior actual costs} + \text{Sum of CBBs for current contract(s), Fee, Contingency, and Other DOE Costs} + \text{Estimate of cleanup work through completion}$$

- (f) Management Reserve (MR): MR is an amount of total contract budget and schedule withheld for management control purposes by the contractor. Management Reserve is not part of the Performance Measurement Baseline. .

Note: MR is established after Contract award from within the Contract Budget Base (CBB) to effectively manage contract work scope. Also, MR is not a separately priced cost element in a contractors' cost proposal. The expectation is that the contractor's proposal takes into consideration any contractor-owned performance risks associated with delivery of the proposed scope of work. MR is necessary to effectively implement EVMS, as such if the contract requires EVMS reporting, each CPB segment must establish a risk informed MR no later than full CPB submittal. The use of MR should be tied to changes that have scope, schedule, and budget impact at the control account level in order to be compliant with ANSI/EIA 748 (current version).

- (g) Typical Baseline Documents:
- i. WBS and WBS dictionary
 - ii. Integrated Resource-Loaded Schedule with monthly Budgeted Cost of Work Planned when EV is required, supported by cost and schedule basis
 - iii. Annual work plans for Operations Activities
 - iv. Overall cost estimate with supporting basis of estimates
 - v. Documentation of risks, assumptions, risk analysis, determination of a Management Reserve (MR) and a Risk Management Plan
 - vi. Contractor's Project Management Plan including Change Control process
- (h) Work Breakdown Structure (WBS): The WBS is a product-oriented hierarchical decomposition of the work required to accomplish the project objectives and produce the contractual deliverables. The WBS should subdivide the work into smaller, independent pieces of work; with each descending level of the WBS representing increasingly detailed definition of the planned project work. Contractor's WBS will flow down from Level 4 of EM's Corporate WBS¹ (CWBS) - see reference document listed in paragraph A.3.c. The WBS provides the basis for all work control system components, including estimating,

¹CPB segments for performance planning, tracking and reporting will generally map to level 4 of the CWBS but may be tailored, as negotiated by CO and contractor.

scheduling, budgeting, performing, managing, and reporting. Cost and schedule estimates should be developed using activity or commodity-based cost estimating techniques to facilitate review and approval by DOE.

SECTION J
Attachment J-16 Mod. 0001

Official Name	Manufacturer	Model	Serial Number	Asset Value	Condition Description	Site	Acquisition Date
SERVER	HP/COMPAQ	DL380	D314LDN1J104	\$6,441.60	USABLE	LEXINGTON - IT SERVER ROOM	8/1/2003
SERVER	HP/COMPAQ	DL380	D322LDN1H099	\$5,854.27	USABLE	LEXINGTON - IT SERVER ROOM	8/1/2003
SERVER	HP/COMPAQ	DL380	D334LDN1H784	\$7,856.47	USABLE	LEXINGTON - IT SERVER ROOM	12/1/2003
IT SECURITY SYSTEM	IEI (INTERNATIONAL ELECTRONICS INCORPORATED)	IE HUBMAX2		\$2,150.00		LEXINGTON - IT SERVER ROOM	4/15/2004
IT PROJECTOR	INFOCUS	LP240	AEGN41790354	\$1,110.59		LEXINGTON OFFICE	7/22/2004
IT LAPTOP PC	DELL	LATITUDE D600	HXYZ451	\$1,744.00	USABLE	DURATEK DATA CENTER	7/1/2004
IT DESKTOP	HP/COMPAQ	DC5000	123456789.00	\$500.00	USABLE	DURATEK DATA CENTER	4/5/2005
IT NETWORK EQUIPMENT	CISCO	3902S549	CAT0836N2J4	\$3,000.00	USABLE	LEXINGTON - IT SERVER ROOM	5/13/2004
IT NETWORK EQUIPMENT	CISCO	3902S549	CAT0837N0DV	\$3,000.00		LEXINGTON - IT SERVER ROOM	5/13/2004
SERVER	HP/COMPAQ	DL380	USE522A2S9	\$10,091.97	USABLE	LEXINGTON - IT SERVER ROOM	6/15/2005
SERVER	HP/COMPAQ	DL360	USM507048V	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/15/2005
IT NETWORK EQUIPMENT	NETGEAR	FS524		\$500.00		LEXINGTON OFFICE	10/24/2007
IT CISCO WIRELESS BRIDGE - 802.11A	CISCO	AIR-BR1410A-A-K9	FTX0943G00Z	\$3,075.00	USABLE	LEXINGTON	1/4/2006
IT CISCO WIRELESS BRIDGE - 802.11A	CISCO	AIR-BR1410A-A-K9	FTX0943G00V	\$3,075.00	USABLE	LEXINGTON	1/4/2006
IT SOUNDSTATION 2	POLYCOM	SOUNDSTATION 2	RH60515000CF1	\$547.00	USABLE	LEXINGTON OFFICE	1/9/2006
SWITCH, 48 PORT	CISCO	3750	FOC1016Y14H	\$8,456.25	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2006

SWITCH, 48 PORT	CISCO	3750	F0C1016Y140	\$8,436.25	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2006
SENSOR, INTRUSION PREVENTION	CISCO	4240	JMX1018K00Z	\$7,247.92	USABLE	LEXINGTON - IT SERVER ROOM	5/19/2006
SWITCH, 48 PORT	CISCO	3750	F0C1016Y14D	\$8,436.25	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2006
ROUTER	CISCO	2821	FTX1019A0XF	\$2,353.69	USABLE	LEXINGTON - IT SERVER ROOM	5/19/2006
IT CISCO 12 SFP PORT CATALYST 3750 SWITCH	CISCO	12 SFP PORT 3750	CAT1012N4RJ	\$4,831.25	USABLE	LEXINGTON - IT SERVER ROOM	5/19/2006
FIREWALL	CISCO	515E FIREWALL	88810180220.00	\$3,000.00		LEXINGTON - IT SERVER ROOM	5/13/2004
IT PRINTER/COPIER	HP/COMPAQ	4350	CNBXC48706	\$3,819.44	USABLE	LEXINGTON OFFICE	6/28/2006
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU92257V8	\$1,062.00	USABLE	LEXINGTON OFFICE	6/16/2009
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU9297DYK	\$976.00	USABLE	LEXINGTON	2/4/2009
CANON LASER CLASS 730I	CANON	LASER CLASS 730I	UZT10389	\$600.00	USABLE	LEXINGTON OFFICE	9/18/2008
CARD, PCMCIA	VERIZON WIRELESS	PC5750	803196246.00	\$219.99	USABLE	LEXINGTON OFFICE	10/7/2008
CARD, PCMCIA	VERIZON WIRELESS	PC5750	803208666.00	\$219.99	USABLE	LEXINGTON OFFICE	10/23/2008
CAMERA	PANASONIC	BB-HCM331NETWORK CAMERA	8FBDF008013	\$300.00	USABLE	LEXINGTON - IT SERVER ROOM	1/3/2009
CAMERA	PANASONIC	BB-HCM331NETWORK CAMERA	8FBDF008011	\$300.00	USABLE	LEXINGTON - IT SERVER ROOM	1/3/2009
PRINTER	ZEBRA	105SL	65C09090307	\$2,075.97	USABLE	LEXINGTON OFFICE	4/1/2009
SCANNER	MOTOROLA	MC9090	S9025000504864	\$1,864.72	USABLE	LEXINGTON OFFICE	4/4/2009
SCANNER	MOTOROLA	MC9090	S9025000504865	\$1,864.72	USABLE	LEXINGTON OFFICE	4/4/2009
IT KVM SWITCH	TRIPP-LITE	32PT 2U CAT5 KVM SWCH	9830ACPB727400011	\$3,784.13	USABLE	LEXINGTON - IT SERVER ROOM	6/2/2009
ROUTER	ADTRAM NET VANTA	ADTRAM NET VANTA 3200	CFGO226471	\$200.00	USABLE	LEXINGTON OFFICE	9/4/2008

SERVER	HP/COMPAQ	DL360	USM64209ZZ	\$3,000.00		LEXINGTON - IT SERVER ROOM	9/14/2007
SERVER	HP/COMPAQ	DL360	USM704018Y	\$3,000.00		LEXINGTON - IT SERVER ROOM	9/14/2007
FIREWALL	CISCO	ASA 5510	JMX1052K1X3	\$7,000.00		LEXINGTON - IT SERVER ROOM	3/28/2007
FIREWALL	CISCO	ASA 5510	JMX1037K16K	\$7,000.00		LEXINGTON - IT SERVER ROOM	3/28/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101829	\$103.00		LEXINGTON - IT SERVER ROOM	10/24/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101823	\$103.00		LEXINGTON OFFICE	10/24/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101816	\$103.00		LEXINGTON OFFICE	10/24/2007
SWITCH, 8-PORT	LINKSYS	SLM2008	RQQ001101822	\$103.00		LEXINGTON OFFICE	10/24/2007
SERVER (COMPUTER IT EQUIPMENT)	DELL	POWEREDGE R420	5Y6QQV1	\$2,500.00	USABLE	LEXINGTON - IT SERVER ROOM	3/5/2014
IT NETWORK EQUIPMENT	NETGEAR	FS108P	10L16B3T00BE1	\$100.00		LEXINGTON OFFICE	10/24/2007
IT DWL-3200AP	D-LINK	DWL-3200AP		\$360.00		LEXINGTON OFFICE	2/16/2006
FAX	BROTHER	4100E	G7J683278	\$289.22		LEXINGTON OFFICE	10/24/2007
SWITCH	CISCO	3560G	F0C1113Y1NC	\$3,591.00		LEXINGTON - IT SERVER ROOM	4/4/2008
SWITCH	CISCO	3560G	F0C1113Y1P2	\$3,591.00		LEXINGTON OFFICE	4/4/2008
IT NETWORK EQUIPMENT	LINKSYS	SRW2024P	WMP001-800803	\$275.00		LEXINGTON - IT SERVER ROOM	10/24/2007
SERVER	HP/COMPAQ	DL360R05	MXQ802A6J1	\$5,124.20	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ802A6HT	\$5,124.20	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ816A00U	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ812A0SM	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008

SERVER	HP/COMPAQ	DL360R05	MXQ814A4PU	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ812A0SK	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
SERVER	HP/COMPAQ	DL360R05	MXQ814A4NZ	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
IT SERVER	HP/COMPAQ	PROLIANT	2UX816077C	\$5,884.75	USABLE	LEXINGTON - IT SERVER ROOM	6/24/2008
BLADECENTER	IBM	HS22	KQ2567D	\$71,834.00	USABLE	LEXINGTON - IT SERVER ROOM	8/23/2010
SCANNER	MOTOROLA	8520	S9040000502697	\$571.00	USABLE	LEXINGTON	4/4/2009
IT CISCO 24 PORT CATALYST 3750 SWITCH	CISCO	CISCO 24 PORT CATALYST 3750 SWITCH	FOC1309W1NB	\$4,829.06	USABLE	LEXINGTON - IT SERVER ROOM	4/30/2009
SWITCH, 48 PORT	CISCO	3750	FOC1315Z18Z	\$9,599.26	USABLE	LEXINGTON - IT SERVER ROOM	4/30/2009
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU922585N	\$1,062.00	USABLE	LEXINGTON OFFICE	6/16/2009
COMPUTER, NOTEBOOK	HEWLETT PACKARD	HP 6730B	SCNU922586K	\$1,062.00	USABLE	LEXINGTON OFFICE	6/16/2009
SERVER	HP/COMPAQ	DL360	MXQ924A2RW	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/25/2009
SERVER	HP/COMPAQ	DL360	MXQ924A2T0	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/25/2009
SERVER	HP/COMPAQ	DL360	MXQ924A2SA	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	6/25/2009
ROUTER	CISCO	ASA 5520 CSC	SJMX1326L1LY	\$1,846.41	USABLE	LEXINGTON - IT SERVER ROOM	7/30/2009
IT CISCO MARS	CISCO	MARS 50	FLH09400034	\$16,584.00		LEXINGTON - IT SERVER ROOM	8/27/2009
IT SWITCH	ADTRAN	T3SU 300	K35C1995	\$2,694.19	USABLE	LEXINGTON - IT SERVER ROOM	9/8/2009
IT SWITCH	ADTRAN	T3SU 300	K35C2013	\$2,694.19	USABLE	LEXINGTON - IT SERVER ROOM	9/8/2009

COMPUTER, DESKTOP	HEWLETT PACKARD	KR652UT#ABA	MXL9350CX7	\$900.00	USABLE	LEXINGTON OFFICE	9/20/2009
COMPUTER, DESKTOP	HEWLETT PACKARD	KR652UT#ABA	MXL935037S	\$900.00	USABLE	LEXINGTON OFFICE	9/20/2009
ROUTER	ADTRAM NET VANTA	ADTRAM NET VANTA 3200	CFG0749708	\$200.00	USABLE	LEXINGTON - IT SERVER ROOM	9/4/2008
IT NETWORK EQUIPMENT	CISCO	DS-10401790-01	JPE07521065	\$4,530.61		LEXINGTON - IT SERVER ROOM	9/23/2009
SWITCH	CISCO	3560G	FOC1236W4KU	\$6,093.00	USABLE	LEXINGTON - IT SERVER ROOM	5/18/2007
SWITCH	CISCO	3560G	FOC1236W4KJ	\$6,093.00	USABLE	LEXINGTON OFFICE	5/18/2007
SERVER	HP/COMPAQ	DL360	MXQ95009UT	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	2/22/2009
SERVER	HP/COMPAQ	DL360	MXQ95009UF	\$5,661.99	USABLE	LEXINGTON - IT SERVER ROOM	2/22/2009
ROUTER	CISCO	CISCO 3825	FTZ1332A0X1	\$6,374.63	USABLE	LEXINGTON - IT SERVER ROOM	10/21/2009
COMPUTER	CISCO	S160	9358FN1	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	7/26/2011
BLADECENTER	IBM	HS22 7870	Y010UF07K03K	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07K03J	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07K02E	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07S092	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07S0FL	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
BLADECENTER	IBM	HS22 7870	Y010UF07K02P	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	8/5/2010
COMPUTER	IBM	IBM BLADE CENTER	KQ2567D	\$13,000.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3H	\$825.00	USABLE	LEXINGTON	6/27/2011

COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3J	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3S	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B40	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3M	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1191B3V	\$825.00	USABLE	LEXINGTON	6/27/2011
COMPUTER	CISCO	S160	6W8LWN1	\$12,000.00	USABLE	LEXINGTON	7/26/2011
PRINTER/ FAX/ COPIER	HP/COMPAQ	LASERJET CM2350FX	CNGS474162	\$300.00	USABLE	LEXINGTON	8/15/2011
TAPE DRIVE	IBM	IBM TAPE LOADER TS3200	78P4391	\$15,000.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
COMPUTER	IBM	IBM BLADE CENTER	675792.00	\$13,550.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
BLADECENTER	IBM	HS22 7870	06ECE27	\$7,700.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
BLADECENTER	IBM	HS22 7870	KQ95M8M	\$10,360.00	USABLE	LEXINGTON - IT SERVER ROOM	9/29/2011
COMPUTER	CISCO	CATALYST 3750	FDO1536Y2HU	\$4,742.00	USABLE	LEXINGTON - IT SERVER ROOM	10/4/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1H	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1K	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1F	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391391Q1G	\$825.00	USABLE	LEXINGTON	10/5/2011
COMPUTER	HP/COMPAQ	8200 ELITE	2UA1391Q1J	\$825.00	USABLE	LEXINGTON	10/5/2011
BLADECENTER	IBM	HS22 7870	KQ366GF	\$10,360.00	USABLE	LEXINGTON - IT SERVER ROOM	10/13/2011
COMPUTER, LAPTOP	DELL	E6420	422981811533.00	\$1,530.00	USABLE	LEXINGTON	10/19/2011
COMPUTER, LAPTOP	DELL	E6420	42295148893.00	\$1,530.00	USABLE	LEXINGTON	10/19/2011
IT FUJITSU FI-5900C SCANNER	FUJITSU	FI-5900C	423.00	\$19,000.00	USABLE	LEXINGTON	12/28/2012
COMPUTER, LAPTOP	DELL	E6420	42298134877.00	\$1,530.00	USABLE	LEXINGTON	11/2/2011

COMPUTER, LAPTOP	DELL	E6420	42295195549.00	\$1,530.00	USABLE	LEXINGTON	11/4/2011
COMPUTER, LAPTOP	DELL	E6420	42295335517.00	\$1,530.00	USABLE	LEXINGTON	11/4/2011
COMPUTER, LAPTOP	DELL	E6420	42298088221.00	\$1,530.00	USABLE	LEXINGTON	11/7/2011
COMPUTER, LAPTOP	DELL	E6420	42298228189.00	\$1,530.00	USABLE	LEXINGTON	11/7/2011
COMPUTER, LAPTOP	DELL	E6420	42298041565.00	\$1,530.00	USABLE	LEXINGTON	11/7/2011
COMPUTER, LAPTOP	DELL	E6420	42295008925.00	\$1,530.00	USABLE	LEXINGTON	11/8/2011
BLACKBERRY	RIM	9650	A0000025E3B5F3	\$200.00	USABLE	LEXINGTON	1/13/2012
PHONE, CELL	CASIO	C781NC	A100000AFC28AF	\$320.00	USABLE	LEXINGTON	2/20/2012
CELL PHONE	CASIO	RAVINE2	A100000AFC28A9	\$320.00	USABLE	LEXINGTON	2/20/2012
BLACKBERRY	RIM	9650	A0000025DB2BD3	\$230.00	USABLE	LEXINGTON	3/22/2012
BLACKBERRY	RIM	9650	A0000025F725A8	\$230.00		LEXINGTON	3/22/2012
BLACKBERRY	RIM	9650	A0000025DB2D67	\$230.00	USABLE	LEXINGTON	3/28/2012
BLACKBERRY	RIM	9650	A0000025DB2AFF	\$229.00	USABLE	LEXINGTON	5/15/2012
COMPUTER	CISCO	S160	2ZDDFP1	\$12,000.00	USABLE	LEXINGTON	8/7/2012
BLACKBERRY	RIM	9650	A000002608C040	\$299.00	USABLE	LEXINGTON	9/7/2012
BLACKBERRY	RIM	9650	A0000026A1AE2	\$229.00	USABLE	LEXINGTON	10/18/2012
KVM SWITCH	CISCO	RARITAN KXZ-116	HK82800028	\$2,405.00	USABLE	LEXINGTON - IT SERVER ROOM	11/2/2012
KVM SWITCH	CISCO	RARITAN KXZ-116	HK82800027	\$2,405.00	USABLE	LEXINGTON - IT SERVER ROOM	11/2/2012
COMPUTER, LAPTOP	DELL	E6420	DSWCYV1	\$1,530.00	USABLE	LEXINGTON	12/3/2012
COMPUTER, LAPTOP	DELL	E6420	DSWDYV1	\$1,530.00	USABLE	LEXINGTON	12/3/2012
COMPUTER	CISCO	S160	FTX1640M0AR	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	1/22/2013
BLACKBERRY	RIM	9650	990001240874842.00	\$300.00	USABLE	LEXINGTON	9/17/2013
BLACKBERRY	RIM	9650	990001240956516.00	\$300.00	USABLE	LEXINGTON	9/17/2013

DIGITAL CAMERA	LG	BLK-DH200400DH	DH200413030083	\$400.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHFK000899	\$210.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHXJ000898	\$210.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHWA000897	\$210.00	USABLE	LEXINGTON	8/26/2013
CAM	LG	LCD5100	306SHAR000896	\$210.00	USABLE	LEXINGTON	8/26/2013
CONTROLLER	CISCO	AIR-CT5508-K9	FCW1731L08U	\$30,000.00	USABLE	LEXINGTON	8/26/2013
BLADECENTER	IBM	HS22 7870	06VLLN4	\$12,000.00	USABLE	LEXINGTON - IT SERVER ROOM	9/30/2013
PHONE, CELL	RIM	RFX101LW	990004230114732.00	\$550.00	USABLE	LEXINGTON	12/12/2013
BLACKBERRY	RIM	9650	990004230185633.00	\$200.00	USABLE	LEXINGTON	1/9/2014
PHONE, CELL	RIM	RFX101LW	#####	\$200.00	USABLE	LEXINGTON	1/15/2014
PHONE, CELL	RIM	RFX101LW	990004230186524.00	\$550.00	USABLE	LEXINGTON	12/12/2013
COMPUTER, TABLET	MOTION COMPUTING INC	CFT-003	D9JBAG000475	\$3,500.00	USABLE	LEXINGTON	5/14/2014
PHONE, CELL	RIM	RFX101LW	990001242113330.00	\$550.00	USABLE	LEXINGTON	5/15/2014
PHONE, CELL	RIM	RFX101LW	990001242158269.00	\$500.00		LEXINGTON	5/28/2014
PHONE, CELL	RIM	RFX101LW	990001242113140.00	\$500.00	USABLE	LEXINGTON	5/27/2014
PHONE, CELL	RIM	RFX101LW	990001242113322.00	\$500.00	USABLE	LEXINGTON	6/17/2014
PHONE, CELL	RIM	RFX101LW	990001242237873.00	\$300.00	USABLE	LEXINGTON	7/25/2014
PHONE, CELL	RIM	RFX101LW	990001242307270.00	\$300.00	USABLE	LEXINGTON	7/25/2014
PHONE, CELL	RIM	RFX101LW	990001242335487.00	\$400.00	USABLE	LEXINGTON	8/12/2014
PHONE, CELL	RIM	RFX101LW	990001242335222.00	\$300.00	USABLE	LEXINGTON	8/26/2014
COMPUTER, LAPTOP	DELL	E6420	7QQ8F12	\$1,500.00	USABLE	LEXINGTON	8/27/2014
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 2	11091241453.00	\$1,500.00	USABLE	LEXINGTON	9/19/2014
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	50792542853.00	\$1,500.00	USABLE	LEXINGTON	9/26/2014
PHONE, CELL	RIM	RFX101LW	990001242351807.00	\$300.00	USABLE	LEXINGTON	10/9/2014
PHONE, CELL	RIM	RFX101LW	990001242536167.00	\$300.00	USABLE	LEXINGTON	10/13/2014
PHONE, CELL	RIM	RFX101LW	99000124335206.00	\$250.00	USABLE	LEXINGTON	11/3/2014
CAMERA, DIGITAL	SONY	NEX-3K	1741291.00	\$600.00	USABLE	LEXINGTON	11/6/2014
PHONE, CELL	RIM	RFX101LW	990001242351963.00	\$250.00	USABLE	LEXINGTON	11/7/2014
PHONE, CELL	RIM	RFX101LW	990001242335172.00	\$400.00	USABLE	LEXINGTON	1/12/2015
PHONE, CELL	RIM	RFX101LW	990001242731685.00	\$400.00	USABLE	LEXINGTON	1/12/2015
PHONE, CELL	RIM	RFX101LW	990001242351617.00	\$300.00	USABLE	LEXINGTON	1/22/2015

PHONE, CELL	RIM	RFX101LW	990001242335198.00	\$200.00	USABLE	LEXINGTON	2/3/2015
SWITCH	CISCO	C3750X	FDO1902P0MK	\$3,000.00	USABLE	LEXINGTON - IT SERVER ROOM	2/13/2015
PHONE, CELL	RIM	RFX101LW	990001242791481.00	\$299.00	USABLE	LEXINGTON	3/10/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	70974154353.00	\$1,500.00	USABLE	LEXINGTON	3/25/2015
PHONE, CELL	RIM	RFX101LW	990001242347573.00	\$299.00	USABLE	LEXINGTON	4/2/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	69056243253.00	\$1,500.00	USABLE	LEXINGTON	5/5/2015
SWITCH, 48 PORT	CISCO	3850	FOC1904U16V	\$7,500.00	USABLE	LEXINGTON - IT SERVER ROOM	5/6/2015
SWITCH, 48 PORT	CISCO	3850	FOC1904X14C	\$7,500.00	USABLE	LEXINGTON - IT SERVER ROOM	5/6/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	68384650453.00	\$1,500.00	USABLE	LEXINGTON	5/12/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	37555350753.00	\$1,500.00	USABLE	LEXINGTON	5/12/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 2	8219141353.00	\$1,500.00	USABLE	LEXINGTON	5/13/2015
COMPUTER, TABLET	MICROSOFT	SURFACE PRO 3	54016544453.00	\$1,500.00	USABLE	LEXINGTON	5/19/2015
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRJ	\$825.00	USABLE	LEXINGTON	5/6/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR6	\$825.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRW	\$825.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRB	\$825.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRY	\$825.00	USABLE	LEXINGTON	5/6/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRP	\$825.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR7	\$825.00	USABLE	LEXINGTON	5/9/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FS0	\$825.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR5	\$825.00	USABLE	LEXINGTON	5/9/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FR4	\$825.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRG	\$825.00	USABLE	LEXINGTON	5/10/2011
MONITOR	HP/COMPAQ	HP LA2205WG	3CQ1050SGW	\$140.00	USABLE	LEXINGTON	5/10/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRC	\$1,235.00	USABLE	LEXINGTON	5/5/2011
COMPUTER	HP/COMPAQ	3130 MT	MXL1080FRN	\$825.00	USABLE	LEXINGTON	5/9/2011
PRINTER/ FAX/ COPIER	CANON	50B5	CXG3250	\$5,000.00	USABLE	LEXINGTON	5/11/2011
COLOR LASER MULTI- FUNCTION CENTER COPIER	CANON	C5051	GQM13215	\$5,000.00	USABLE	LEXINGTON	5/11/2011

COLOR LASER MULTI-FUNCTION CENTER							
COPIER	CANON	C5051	GQM13196	\$5,000.00	USABLE	LEXINGTON	5/11/2011
ROUTER	CISCO	2800 ROUTER	FTX1225F05K	\$2,000.00	USABLE	LEXINGTON	5/18/2011
ROUTER	CISCO	3800	FTX1124A3GN	\$9,500.00	USABLE	LEXINGTON	6/21/2011
COMPUTER, LAPTOP	DELL	E6420	F5LNTR1	\$900.00	USABLE	LEXINGTON	3/1/2012
PHONE, CELL	SAMSUNG	SCH-A650	4113761858.00	\$50.00	USABLE	LEXINGTON	8/9/2005
PHONE, CELL	PALM	TREO700	5402168085.00	\$479.99	USABLE	LEXINGTON OFFICE	7/5/2006
PHONE, CELL	PALM	TREO700	5402185691.00	\$479.99	USABLE	LEXINGTON OFFICE	7/5/2006
PHONE, CELL	PALM	TREO700	5402199908.00	\$479.99	USABLE	LEXINGTON	11/16/2006
IT TREO 650	PALM	TREO 650	5403975178.00	\$199.00	USABLE	LEXINGTON	12/15/2005
IT TREO 650	PALM	TREO 650	5403978762.00	\$199.00	USABLE	LEXINGTON	12/15/2005
				\$733,198.85			

SCA wage Determ - Kentucky - Fayette county 2015-4683-Rev 2 Dated 12-30-16
 WD 15-4683 (Rev.-2) was first posted on www.wdol.gov on 01/03/2017

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

Divlslon of | wage Determination No.: 2015-4683
 Daniel w. Simms | Revision No.: 2
 Director | Date of Revision: 12/30/2016
 wage Determinations!

Note: under Executive order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the service contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

state: Kentucky

Area: Kentucky counties of Bourbon, Clark, Fayette, Jessamine, Scott, Woodford

Fringe Benefits Required Follow the occupational Listing

OCCUPATION CODE- TITLE	FOOTNOTE	RATE
01000 - Administrative support And clerical occupations		
01011 - Accounting clerk I		13.37
01012 - Accounting clerk II		15.01
01013 - Accounting clerk III		16.80
01020 - Administrative Assistant		21.13
01035 - court Reporter		15.92
01041 - customer service Representative I		11.46
01042 - customer service Representative II		12.89
01043 - customer service Representative III		14.06
01051 - Data Entry operator I		11.61
01052 - Data Entry operator II		12.66
01060 - Dispatcher, Motor vehicle		15.41
01070 - Document Preparation clerk		12.79
01090 - Duplicating Machine operator		12.79
01111 - General clerk I		11.57
01112 - General clerk II		12.64
01113 - General clerk III		14.18
01120 - Housing Referral Assistant		17.75
01141 - Messenger courier		10.73
01191 - order clerk I		13.07
01192 - order clerk II		14.27
01261 - Personnel Assistant (Employment) I		15.97
01262 - Personnel Assistant (Employment) II		17.86
01263 - Personnel Assistant (Employment) III		19.92
01270 - Production control clerk		21.12
01290 - Rental clerk		11.39
01300 - scheduler, Maintenance		14.23
01311 - secretary I		14.23
01312 - secretary II		15.92
01313 - secretary III		17.75
01320 - service order Dispatcher		14.48
01410 - supply Technician		21.13
01420 - survey worker		15.09

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01460	- switchboard Operator/Receptionist	12.45
01531	- Travel clerk I	13.02
01532	- Travel clerk II	13.67
01533	- Travel clerk III	14.29
01611	- word Processor I	13.85
01612	- word Processor II	15.54
01613	- word Processor III	17.39
05000	- Automotive service occupations	
05005	- Automobile Body Repair r. Fiberglass	18.86
05010	- Automotive Electrician	15.46
05040	- Automotive Glass Installer	14.77
05070	- Automotive worker	14.77
05110	- Mobile Equipment servicer	13.43
05130	- Motor Equipment Metal Mechanic	18.22
05160	- Motor Equipment Metal worker	14.77
05190	- Motor vehicle Mechanic	18.22
05220	- Motor vehicle Mechanic Helper	12.74
05250	- Motor vehicle upholstery worker	14.07
05280	- Motor vehicle wrecker	14.77
05310	- Painter, Automotive	15.46
05340	- Radiator Repair specialist	14.77
05370	- Tire Repairer	11.87
05400	- Transmission Repair Specialist	18.22
07000	- Food Preparation and service occupations	
07010	- Baker	11.65
07041	- cook I	11.63
07042	- cook II	12.82
07070	- Dishwasher	9.00
07130	- Food service worker	10.04
07210	- Meat cutter	14.59
07260	- waiter/waitress	8.89
09000	- Furniture Maintenance And Repair occupations	
09010	- Electrostatic spray Painter	18.47
09040	- Furniture Handler	11.90
09080	- Furniture Refinisher	18.47
09090	- Furniture Refinisher Helper	13.79
09110	- Furniture Repairer, Minor	15.38
09130	- upholsterer	18.47
11000	- General services And support occupations	
11030	- cleaner, vehicles	9.61
11060	- Elevator Operator	9.61
11090	- Gardener	14.39
11122	- Housekeeping Aide	10.17
11150	- Janitor	10.17
11210	- Laborer, Grounds Maintenance	11.46
11240	- Maid or Houseman	9.00
11260	- Pruner	10.67
11270	- Tractor Operator	13.38
11330	- Trail Maintenance worker	11.46
11360	- window cleaner	11.09
12000	- Health occupations	
12010	- Ambulance Driver	15.08
12011	- Breath Alcohol Technician	17.58
12012	- certified occupational Therapist Assistant	24.35
12015	- certified Physical Therapist Assistant	21.68
12020	- Dental Assistant	15.30
12025	- Dental Hygienist	29.85
12030	- EKG Technician	20.94
12035	- Electroneurodiagnostic Technologist	20.94
12040	- Emergency Medical Technician	15.08
12071	- Licensed Practical Nurse I	15.71
12072	- Licensed Practical Nurse II	17.58
12073	- Licensed Practical Nurse III	19.59

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12100 - Medical Assistant	14.11
12130 - Medical Laboratory Technician	17.39
12160 - Medical Record clerk	14.74
12190 - Medical Record Technician	16.83
12195 - Medical Transcriptionist	15.27
12210 - Nuclear Medicine Technologist	32.84
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.73
12224 - Nursing Assistant IV	14.29
12235 - Optical Dispenser	17.06
12236 - optical Technician	14.56
12250 - Pharmacy Technician	16.21
12280 - Phlebotomist	13.11
12305 - Radiologic Technologist	23.38
12311 - Registered Nurse I	22.53
12312 - Registered Nurse II	27.56
12313 - Registered Nurse II, Specialist	27.56
12314 - Registered Nurse III	33.34
12315 - Registered Nurse III, Anesthetist	33.34
12316 - Registered Nurse IV	39.95
12317 - scheduler (Drug and Alcohol Testing)	21.08
12320 - substance Abuse Treatment counselor	15.53
13000 - Information And Arts occupations	
13011 - Exhibits specialist I	19.27
13012 - Exhibits Specialist II	23.86
13013 - Exhibits specialist III	29.18
13041 - Illustrator I	19.27
13042 - Illustrator II	23.86
13043 - Illustrator III	29.18
13047 - Librarian	26.42
13050 - Library Aide/clerk	11.31
13054 - Library Information Technology systems Administrator	23.86
13058 - Library Technician	15.11
13061 - Media specialist I	17.22
13062 - Media specialist II	19.27
13063 - Media specialist III	21.47
13071 - Photographer I	16.09
13072 - Photographer II	17.37
13073 - Photographer III	21.53
13074 - Photographer IV	26.33
13075 - Photographer v	31.86
13090 - Technical order Library clerk	15.49
13110 - video Teleconference Technician	19.06
14000 - Information Technology occupations	
14041 - computer operator I	14.72
14042 - computer operator II	16.47
14043 - computer operator III	18.37
14044 - computer operator IV	20.41
14045 - computer operator v	22.60
14071 - computer Programmer I	(see 1) 22.36
14072 - computer Programmer II	(see 1)
14073 - computer Programmer III	(see 1)
14074 - computer Programmer IV	(see 1)
14101 - Computer systems Analyst I	(see 1)
14102 - computer Systems Analyst II	(see 1)
14103 - computer systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.39
14160 - Personal computer support Technician	21.42
14170 - System support Specialist	28.21
15000 - Instructional occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.11

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15020 - Aircrew Training Devices Instructor (Rated)	34.02
15030 - Air crew Training Devices Instructor (Pilot)	39.35
15050 - computer Based Training Specialist/ Instructor	28.11
15060 - Educational Technolo9ist	28.39
15070 - Flight Instructor (Pilot)	39.35
15080 - Graphic Artist	22.34
15085 - Maintenance Test Pilot , Fixed, Jet/Prop	40.78
15086 Maintenance Test Pilot, Rotary wing	40.78
15088 - Non-Maintenance Test/Co-Pilot	40.78
15090 - Technical Instructor	19.54
15095 - Technical Instructor/Course Developer	23.90
15110 - Test Proctor	15.79
15120 - Tutor	15.79
16000 - Laundry, Dry-cleaning, Pressing And Related occupations	
16010 - Assembler	9.82
16030 - counter Attendant	9.82
16040 - Dry cleaner	12.59
16070 - Finisher , Flatwork, Machine	9.82
16090 - Presser, Hand	9.82
16110 - Presser, Machine, Drycleaning	9.82
16130 - Presser, Machine, shirts	9.82
16160 - Presser, Machine, wearing Apparel , Laundry	9.82
16190 - sewing Machine Operator	13.36
16220 - Tailor	14.09
16250 - washer, Machine	10.82
19000 - Machine Tool Operation And Repair occupations	
19010 - Machine-Tool Operator (Tool Room)	21.79
19040 - Tool And Die Maker	26.17
21000 - Materials Handling And Packing Occupations	
21020 - Forklift operator	15.72
21030 - Material Coordinator	21.12
21040 - Material Expediter	21.12
21050 - Material Handling Laborer	13.80
21071 - order Filler	14.18
21080 - Production Line worker (Food Processing)	15.72
21110 - shipping Packer	14.78
21130 - shipping/Receiving clerk	14.78
21140 - Store worker I	12.03
21150 - stock clerk	15.92
21210 - Tools And Parts Attendant	15.72
21410 - warehouse specialist	15.72
23000 - Mechanics And Maintenance And Repair occupations	
23010 - Aerospace Structural welder	27.18
23019 - Aircraft Logs and Records Technician	22.11
23021 - Aircraft Mechanic I	25.88
23022 - Aircraft Mechanic II	27.18
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	19.49
23050 - Aircraft, Painter	23.36
23060 - Aircraft servicer	22.11
23070 Aircraft survival Flight Equipment Technician	23.36
23080 - Aircraft worker	23.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.36
23092 Aircrew Life support Equipment (ALSE) Mechanic II	25.88
23110 - Appliance Mechanic	20.89
23120 - Bicycle Repairer	15.07
23125 - cable splicer	23.13
23130 - carpenter, Maintenance	18.99
23140 - carpet Layer	19.67
23160 - Electrician, Maintenance	19.51
23181 Electronics Technician Maintenance I	22.16

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23182 - Electronics Technician Maintenance II	23.54
23183 - Electronics Technician Maintenance III	24.73
23260 - Fabric worker	18.57
23290 - Fire Alarm system Mechanic	19.91
23310 - Fire Extinguisher Repairer	17.28
23311 - Fuel Distribution System Mechanic	19.43
23312 - Fuel Distribution System operator	15.43
23370 - General Maintenance worker	17.68
23380 - Ground support Equipment Mechanic	25.88
23381 - Ground Support Equipment servicer	22.11
23382 - Ground support Equipment Worker	23.36
23391 - Gunsmith I	17.28
23392 - Gunsmith II	19.67
23393 - Gunsmith III	21.90
23410 - Heating, ventilation And Air-conditioning Mechanic	19.91
23411 - Heating, ventilation And Air contditioning Mechanic (Research Facility)	20.78
23430 - Heavy Equipment Mechanic	22.74
23440 - Heavy Equipment operator	18.73
23460 - Instrument Mechanic	20.93
23465 - Laboratory/Shelter Mechanic	20.89
23470 - Laborer	11.40
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	23.62
23550 - Machinist, Maintenance	20.31
23580 - Maintenance Trades Helper	14.60
23591 - Metrology Technician I	20.93
23592 - Metrology Technician II	21.85
23593 - Metrology Technician III	22.73
23640 - Millwright	27.19
23710 - office Appliance Repairer	19.24
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	24.06
23810 - Plumber, Maintenance	22.87
23820 - Pneudraulic systems Mechanic	21.87
23850 - Rigger	21.90
23870 - scale Mechanic	19.67
23890 - sheet-Metal worker, Maintenance	19.13
23910 - small Engine Mechanic	17.88
23931 - Telecommunications Mechanic I	29.31
23932 - Telecommunications Mechanic II	30.59
23950 - Telephone Lineman	21.09
23960 - welder, combination, Maintenance	20.51
23965 - Well Driller	21.90
23970 - woodcraft worker	21.90
23980 - woodworker	17.28
24000 - Personal Needs occupations	14.88
24550 - case Manager	12.09
24570 - child Care Attendant	15.29
24580 - child care center clerk	10.17
24610 - chore Aide	14.88
24620 - Family Readiness And support services coordi nator	18.10
24630 - Homemaker	18.10
25000 - Plant And system operations occupations	22.62
25010 - Boiler Tender	18.16
25040 - sewage Plant operator	22.62
25070 - Stationary Engineer	16.54
25190 - ventilation Equipment Tender	18.16
25210 - water Treatment Plant Operator	18.16
27000 - Protective service occupations	17.35
27004 - Alarm Monitor	17.35

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27007 - Baggage Inspector	10.17
27008 - corrections officer	17.71
27010 - court security officer	16.65
27030 - Detection Dog Handler	15.17
27040 - Detention officer	17.71
27070 - Firefighter	16.64
27101 - Guard I	10.17
27102 - Guard II	15.17
27131 - Police officer I	19.80
27132 - Police officer II	22.00
28000 - Recreation occupations	
28041 - carnival Equipment operator	11.18
28042 - carnival Equipment Repairer	12.02
28043 - carnival worker	8.73
28210 - Gate Attendant/Gate Tender	12.76
28310 - Lifeguard	11.14
28350 - Park Attendant (Aide)	14.28
28510 - Recreation Aide/Health Facility Attendant	10.42
28515 - Recreation Specialist	16.35
28630 - sports official	11.37
28690 - swimming Pool Operator	16.46
29000 - stevedoring/Longshoremen occupational services	
29010 - Blocker And Bracer	22.12
29020 - Hatch Tender	22.12
29030 - Line Handler	22.12
29041 - Stevedore I	20.54
29042 - stevedore II	23.49
30000 - Technical occupations	
30010 - Air Traffic control specialist, center (HFO) (see 2)	36.92
30011 - Air Traffic control specialist, Station (HFO) (see 2)	25.46
30012 - Air Traffic control Specialist, Terminal (HFO) (see 2)	28.04
30021 - Archeological Technician I	16.19
30022 - Archeological Technician II	18.12
30023 - Archeological Technician III	22.44
30030 - cartographic Technician	22.44
30040 - civil Engineering Technician	22.31
30051 - cryogenic Technician I	24.85
30052 - Cryogenic Technician II	27.45
30061 - Drafter/CAD operator I	16.19
30062 - Drafter/CAD Operator II	18.12
30063 - Drafter/CAD Operator III	20.19
30064 - Drafter/CAD Operator IV	24.85
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	20.67
30084 - Engineering Technician IV	24.92
30085 - Engineering Technician V	31.34
30086 - Engineering Technician VI	36.88
30090 - Environmental Technician	20.66
30095 - Evidence control Specialist	22.44
30210 - Laboratory Technician	17.36
30221 - Latent Fingerprint Technician I	24.85
30222 - Latent Fingerprint Technician II	27.45
30240 - Mathematical Technician	22.44
30361 Paralegal/Legal Assistant I	19.13
30362 - Paralegal/Legal Assistant II	26.11
30363 - Paralegal/Legal Assistant III	31.92
30364 Paralegal/Legal Assistant IV	38.63
30375 - Petroleum supply specialist	27.45
30390 - Photo-optics Technician	22.44
30395 - Radiation control Technician	27.45
30461 - Technical writer I	22.15
30462 - Technical writer II	27.11

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30463 - Technical writer III	32.79
30491 - unexploded ordnance (UXO) Technician I	23.46
30492 - unexploded ordnance (UXO) Technician II	28.39
30493 - unexploded ordnance (UXO) Technician III	34.03
30494 - unexploded (uxo) safety Escort	23.46
30495 - unexploded (UXO) sweep Personnel	23.46
30501 - weather Forecaster I	24.85
30502 - weather Forecaster II	30.23
30620 - weather observer, combined Upper Air or surface Programs	(see 2) 20.19
30621 - weather observer, senior	(see 2) 22.44
31000 - Transportation/Mobile Equipment operation occupations	
31010 - Airplane Pilot	28.39
31020 - Bus Aide	12.02
31030 - Bus Driver	17.47
31043 - Driver courier	13.71
31260 - Parking and Lot Attendant	9.44
31290 - shuttle Bus Driver	14.76
31310 - Taxi Driver	10.10
31361 - Truckdriver, Light	14.76
31362 - Truckdriver, Medium	18.91
31363 - Truckdriver, Heavy	19.75
31364 - Truckdriver, Tractor-Trailer	19.75
99000 - Miscellaneous occupations	
99020 - cabin safety specialist	13.84
99030 - cashier	9.09
99050 - Desk clerk	9.96
99095 - Embalmer	23.25
99130 - Flight Follower	23.46
99251 - Laboratory Animal caretaker I	10.57
99252 - Laboratory Animal caretaker II	11.37
99260 - Marketing Analyst	25.12
99310 - Mortician	23.25
99410 - Pest controller	14.43
99510 - Photofinishing worker	11.41
99710 - Recycling Laborer	14.25
99711 - Recycling Specialist	16.54
99730 - Refuse collector	13.51
99810 - sales clerk	11.59
99820 - school crossing Guard	13.40
99830 - survey Party chief	18.30
99831 - surveying Aide	10.79
99832 - surveying Technician	16.25
99840 - vending Machine Attendant	12.67
99841 - vending Machine Repairer	14.72
99842 - vending Machine Repairer Helper	12.67

Note: Executive order (EO) 13706, Establishing Paid sick Leave for Federal contractors, applies to all contracts subject to the service contract Act for which the contract is awarded (and any solicitation was issued) *on* or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections

SCA wage Determ - Kentucky - Fayette county 2015-4683-Rev 2 Dated 12-30-16 under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most computer system Analysts and computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the computer systems Analyst or computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL *id.***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE *i'**

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

i SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS *

The duties of employees under job titles listed are those described in the "service contract Act Directory of occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

SCA wage Determ - Kentucky - Fayette county 2015-4683-Rev 2 Dated 12-30-16
be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). when multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) when preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (see 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "service contract Act Directory of occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

MID-AMERICA CONVERSION SERVICES, LLC

CONTRACT NO. DE-EM0004559

**Advance Agreement, Revision 3
Per FAR 31.109**

**Related to Impacts Resulting From
Partial Stop Work Order (non-portable work only) associated with COVID epidemic
impacts at DUF6 Portsmouth, OH and Paducah, KY Sites**

**CO Letter PPPO-01-10004663-20
Dated 3-23-20**

Revised August 27, 2021

MID-AMERICA CONVERSION SERVICES, LLC (MCS)

Advance Agreement

COVID 19 Partial Stop Work Oder

Reference:

- 1) CO letter dated March 23, 2020, PPPO-01-10004663-20, Partial Stop Work Order (non-portable work only)
- 2) CO letter dated March 24, 2020, PPPO-01-10004698-20, Paid Time off Guidance - Updated
- 3) Office of Management and Budget, Executive Office of the President memo dated March 20, 2020

1.0 INTRODUCTION

As directed by Reference 1) and in compliance with References 2) and 3) and Prime Contract No. DE-EM0004559, MCS hereby submits proposed Advanced Agreement in accordance with FAR 31.109 for the impact resulting from the COVID-19 pandemic. MCS shall maintain continuity of the current workforce, including Subcontractors critical to the programs continuity as directed by Reference 1 during the COVID-19 pandemic period to ensure availability of critical skills for mission essential operations and ensure a continued state of readiness to minimize re-mobilization impacts.

This Agreement describes Cost Allowability for the impact resulting from the COVID-19 pandemic. It does not supersede MCS's Advanced Understanding of Human Resources Costs regarding employee compensation for items such as, but not limited to, employee benefits, disability and worker's compensation.

2.0 PURPOSE

The purpose of this Advance Agreement is to establish bilateral agreement of the elements of cost that, when incurred in support of the reference partial stop work order, are reasonable, allocable, and allowable under the Contract, in accordance with FAR 31.109. This Agreement is subject to applicable provisions of the Prime Contract.

3.0 AGREEMENT

The parties agree that the purpose of this advance agreement on costs is to provide clarity, consistency, and stability during a time of national crisis. It is intended that this agreement capture costs that can be reasonably anticipated at this time as a result of the partial stop-work order, to the extent that they can be determined at this time. However, this advance agreement will not prohibit the payment by DOE of costs incurred by the Contractor that are not anticipated, or are in excess of those anticipated costs, provided that they are otherwise reasonable, allowable and allocable in accordance with FAR Part 31.

The Agreement will be executed by both parties and incorporated into the Contract.

4.0 NO THIRD-PARTY BENEFICIARIES

The Understanding is adopted for the exclusive benefit and convenience of DOE and MCS. Nothing herein contained will be construed as conferring any right or benefit upon past, present or future employees of MCS, or upon any third party.

5.0 PAY POLICIES FOR MCS AND DESIGNATED SUBCONTRACTOR EMPLOYEES

Due to the issuance of the partial stop work order, the following pay policies will apply consistent with the contents therein:

1. MCS employees:
 - a) Employees required to work at the Depleted Uranium Hexafluoride (DUF6) Facilities to maintain mission essential operations will be paid in accordance with the current MCS pay policies.
 - b) Employees eligible to telework will be compensated in accordance with the MCS Telework Policy as if they were working at their normal workstation. In the event that project related work is unavailable during all or a portion of their normal workday, idle/leave time shall be charged as a direct cost to the “weather/safety leave” charge code unless other applicable leave policies apply (e.g., PTO) (Note: Idle/Leave workers shall charge directly to the weather/safety leave change code).
 - c) Employees not eligible to telework due to the nature of their position will be compensated. Hours shall be noted on their timesheet based on their current straight time work schedule. Idle/Leave time shall be charged as a direct cost to the “weather/safety leave” charge code unless other applicable leave policies apply (e.g., PTO).
 - d) Employees will be granted paid Administrative Leave, up to four (4) hours, to obtain COVID-19 vaccinations. Paid Administrative Leave will be charged to the appropriate COVID-19 cost account(s).
 - e) Employees who are working on-site or on telework who experience side effects from receiving the COVID-19 vaccine are granted up to an additional two (2) days of administrative leave while the side effects continue. This Administrative Leave is available to all Employees retroactivity and is in addition to the previously authorized four (4) hours of leave for receiving the vaccination injection(s), reference (d) above.

2. Designated Subcontractor employees:

All designated subcontractor employees will be paid, by their employer, in accordance with the current Subcontract pay policies as noted below:

- a) Subcontractor employees required to work at the DUF6 Facilities to maintain mission essential operations will be paid, by their employer, in accordance with the current Subcontract Terms and Conditions;
- b) Subcontractor employees eligible to telework will be compensated, by their employer, as if they were working at their normal workstation. In the event project related work is unavailable during all or a portion of their normal workday, idle/leave time shall be charged as a direct cost to the “weather/safety leave” charge code unless other applicable leave policies apply (e.g., PTO) (Note: Idle/Leave workers shall charge directly to the weather/safety leave change code).

Subcontractor will invoice MCS for all telework and the above COVID-19 related hours as worktime.

- c) Subcontractor employees not eligible to telework due to the nature of their position will be compensated by their employer. Idle/Leave time shall be charged as a direct cost to the “weather/safety leave” charge code unless other applicable leave policies apply (e.g., PTO).

3. Contractor Health and Safety Decisions Related to COVID-19 Vaccinations

Contractor will be reimbursed for additional costs incurred for the implementation of the following Department of Energy mandated actions, as detailed in the Memorandums below.

- a) Memorandum for Distribution, entitled, Contractor Health and Safety Decisions Related to COVID-19 Vaccinations, dated August 27, 2021, from Angela S. Watmore.
- b) Memorandum for Heads of Contracting Activities, dated August 26, 2021, from John R. Bashista.

Costs resulting from the mandated actions above are allowable in accordance with the terms and conditions of the contract. Such allowable costs may include the costs of a contractor employee's vaccination; testing; time off to get vaccinated; or costs for employee engagement and communications. In addition, the Department recognizes that the contractor may assume some increased costs and litigation risk in taking actions that it determines it needs to take to protect its workforce. Costs associated with potential litigation risk due to a contractor mandating that its employees receive the COVID-19 vaccine would also be allowable subject to the terms and conditions of its contract and, applicable law.

Additionally, costs of contractor efforts to improve public health conditions on EM sites are allowable in keeping with the general allowability of costs for health clinics at Federal Acquisition Regulation (FAR) section 31.205-13 and the terms and conditions of the contract.

The Contractor is responsible for ensuring that any idle/leave workers reimbursed for idle/leave time to remain in a mobile ready state are not also receiving reimbursement from another Federal or State funding source (e.g., unemployment, other Federal agency, etc.).

6.0 COMMUNITY COMMITMENT

In accordance with Contract Section I.135, DEAR 970.5226-3, Community Commitment, if requested, MCS will provide all available government property to support state and local government needs relative to the COVID-19 Pandemic. MCS may also make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the Paducah, KY and Portsmouth, OH areas toward achieving civic needs.

Mid-America Conversion Services, LLC
Contract No. DE-EM0004559
Effective: March 23, 2020

This agreement, Revision 3, is entered into on August 27, 2021:

Daniel
D. Burke

Digitally signed
by Daniel D. Burke
Date: 2021.09.03
09:00:59 -04'00'

Contracting Officer

Date

Dutch Conrad

Digitally signed by Dutch
Conrad
Date: 2021.09.01 15:45:55
-04'00'

Program Manager

Date